

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

OCTOBER 07, 2025 – 6:00 PM



Community Open Discussion Meeting Precedes Meeting from 6:00-6:30 PM (on Non-Agenda Items)

Anita Kane, Mayor (Seat 3)

Marge Herzog, Vice Mayor (Seat 5)

Todd McLendon, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 2)

Paul T. Coleman II, Councilmember (Seat 4)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Jeffrey S. Kurtz, Esq.

Town Clerk, Valerie Oakes

Community Standards Director, Caryn Gardner-Young

Public Works Director, Richard Gallant

Chief Finance Officer, David DiLena of Projected Point

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 12:00 PM (Noon) day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

PRESENTATIONS

- [1.](#) Presentation by Kim Lancaster, Dean of Palm Beach State College

CONSENT AGENDA

- [2.](#) Consideration of Approval on **Resolution No. 2025-76**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DIRECTING THE TOWN STAFF TO NEGOTIATE CONTINUING CONTRACTS WITH THOSE FIRMS SELECTED BY THE EVALUATION COMMITTEE REVIEWING THE REQUEST FOR QUALIFICATIONS FOR GENERAL PLANNING, DEVELOPMENT ENGINEERING AND BUILDING SERVICES FOR PRESENTATION AND APPROVAL TO THE TOWN COUNCIL AT A FUTURE COUNCIL MEETING; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
- [3.](#) Consideration of Approval on **Resolution No. 2025-77**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PAYMENT OF INVOICES RECEIVED FROM TORCIVIA, DONLON, GODDEAU & RUBIN, P.A. FOR LEGAL SERVICES RENDERED DURING THE MONTH OF AUGUST 2025; AND PROVIDING AN EFFECTIVE DATE.
- [4.](#) Consideration of Approval on **Resolution No. 2025-78**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH RONALD L. BOOK, P.A., AND THE PITTMAN LAW GROUP FOR LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

- [5.](#) Consideration of Approval on **Resolution No. 2025-79**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE ACTING TOWN MANAGER AS CONTEMPLATED IN SECTION 4(3)(C) OF THE TOWN CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.
- [6.](#) Consideration of Approval on **Resolution No. 2025-80**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT UNDER THE CITY OF FORT LAUDERDALE CONTRACT WITH ADVANCED DATA SOLUTIONS, INC. FOR DOCUMENT AND MEDIA SCANNING, INDEXING, IMAGING, AND MEDIA CONVERSION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT, INCLUDING LICENSING AND IMPLEMENTATION OF THE LASERFICHE® CLOUD SOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

- [7.](#) Consideration of Approval on **Ordinance No. 2025-10** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 87 “NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL” OF PART III “SUPPLEMENTAL REGULATIONS” OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY ENACTING SECTION 87-065 “TREE MITIGATION TRUST FUND” TO PROVIDE THE PURPOSES FOR WHICH THE TREE MITIGATION TRUST FUND CAN BE ALLOCATED AND EXPENDED; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
- [8.](#) Consideration of Approval on **Ordinance No. 2025-09** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REORGANIZING AND AMENDING CHAPTER 14 “CODE ENFORCEMENT”, BY ADDING ARTICLE I “IN GENERAL” AND ARTICLE II “LIEN REDUCTIONS AND RELEASES”; AMENDING SECTION 14-4 “APPLICATION FOR RELIEF FROM CODE ENFORCEMENT LIEN” TO PROVIDE GENERAL PROVISIONS APPLICABLE TO LIEN/FINE REDUCTIONS AND RELEASES; TO ADOPT SECTION 14-5 “SPECIAL MAGISTRATE LIEN REDUCTIONS AND RELEASES” TO ADDRESS REDUCTIONS BY SPECIAL MAGISTRATE; TO ADOPT SECTION 14-6 “OTHER LIEN RELEASES” TO ADDRESS PARTIAL RELEASES OF LIENS AND RELEASES OF UNENFORCEABLE LIENS AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

REGULAR AGENDA

- [9.](#) Approval of Local Bill regarding Fireworks Legislation
- [10.](#) Report on Opioid Settlement from Town Attorney Kurtz
- [11.](#) Review of CivicPlus Master Agreement, Sub-Contracts, and Related Services

DISCUSSION

- [12.](#) Discussion on Town Council Rules of Procedures on Public Comments
- [13.](#) Discussion on Town Council Workshop Meetings Protocol
- [14.](#) Discussion on Update regarding the Palm Beach County Sheriff's Office Contract

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia

Town Attorney Jeffrey S. Kurtz, Esq.

Town Clerk Valerie Oakes

Community Standards Director Caryn Gardner-Young

Public Works Director Richard Gallant

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (Seat 4)

Vice Mayor Marge Herzog (Seat 5)

Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

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



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: October 7, 2025
SUBJECT: Presentation by Dean Kim Lancaster of Palm Beach State College

Background:

Presentation by Dean Kim Lancaster of Palm Beach State College with additional information to follow as provided by the presenter.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Town Council

FROM: Caryn Gardner-Young, Community Standards Director

THRU: Francine Ramaglia, Town Manager

DATE: October 7, 2025

SUBJECT: RFQ for General Planning, Development Engineering and Building Services via Resolution No. 2025-76.

Background:

On July 23, 2025, a Request for Qualifications (RFQ) was posted on Demand Star and the Town's website for General Planning, Development Engineering and Building Services. An RFQ is a procurement document where an organization solicits potential suppliers, professionals or contractors to demonstrate their qualifications, capabilities, and experience for a project or services, rather than directly asking for prices or proposals. This approach helps the Town to pre-qualify a pool of capable vendors with specialized expertise and is required by State and Federal Statutes for certain professionals such as engineers.

On August 28, 2025, the RFQ proposals were open, and the following companies submitted a proposal:

1. WGI – Planning Services
2. Canopy Mapping Co. – Planning Services
3. Florida Technical Consultants LLC – Development Engineering Services
4. J Morton Planning & Landscaping Architecture – Planning Services
5. Tew & Taylor Holdings Group – Building Services
6. CAP – Building Services
7. Engenuity Group Inc. – Development Engineering Services

An Evaluation Committee was created to review the proposals and provide a recommendation to the Town Council. The Evaluation Committee included: Caryn Gardner-Young, Community Standards Director, Jacek Tomasik, Building Official and Burgess Hanson, Executive Director of Indian Trails Improvement District. The Evaluation Committee met on September 9, 2025; to discuss and rank the proposals so a proposer shortlist can be presented to the Town Council for consideration. Please see attached the proposal scores from each Evaluation Committee Member as well as a Total of the proposals scores.

After deliberation, the Evaluation Committee decided that all proposals should be brought to the Town Council for consideration except for Canopy Mapping Co. The Evaluation Committee felt that the proposal was not sufficient and did not meet the needs of the Town.

As for the other six proposals, the Town Council is authorizing Staff to proceed with contract negotiations with each company which will include prices. Should a contract be agreed to by both parties, the proposers' names will then be placed on a list for future solicitation opportunities as they arise during the next five (5) years. All staff would be permitted to select any of the pre-qualified providers for contract award without the delay of a competitive sourcing process. Only those pre-qualified proposers can be used for work described in the original solicitation notice. A subsequent request for similar work does not have to be posted for competition, thus saving the Town time, effort, and expense.

The RFQ was clear that there is no guarantee of work to a particular proposer. By moving forward, the Town can consider proposers for a particular project or services based upon their knowledge and experience as well as availability. However, the services are limited based upon the approved budget.

Recommendations:

Discussion and approval of the ***Resolution No. 2025-76*** to approve staff to negotiate contract.

RESOLUTION NO. 2025-76

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DIRECTING THE TOWN STAFF TO NEGOTIATE CONTINUING CONTRACTS WITH THOSE FIRMS SELECTED BY THE EVALUATION COMMITTEE REVIEWING THE REQUEST FOR QUALIFICATIONS FOR GENERAL PLANNING, DEVELOPMENT ENGINEERING AND BUILDING SERVICES FOR PRESENTATION AND APPROVAL TO THE TOWN COUNCIL AT A FUTURE COUNCIL MEETING; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town published a Request For Qualifications(RFQ) relating to its need for general planning, development engineering, and building services on July 23, 2025; and

WHEREAS, on August 28, 2025, the Town received responses from seven (7) firms; and

WHEREAS, on September 9, 2025, an evaluation committee met and recommended an award of contract to six (6) of the firms; and

WHEREAS, it is necessary to negotiate contracts to be considered by the Town Council; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to direct staff to negotiate contracts with the six (6) selected firms for presentation and consideration by the Town Council.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town staff to negotiate contracts for continuing services in the areas contemplated by the RFQ with the following firms:

1. WGI – Planning Services
2. Florida Technical Consultants LLC – Development Engineering Services
3. J Morton Planning & Landscaping Architecture – Planning Services
4. Tew & Taylor Holdings Group – Building Services
5. CAP – Building Services
6. Engenuity Group Inc. – Development Engineering Services

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

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 7th DAY OF OCTOBER, 2025.**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



REQUEST FOR QUALIFICATIONS (RFQ) #01-2025

TOWN OF LOXAHATCHEE GROVES

GENERAL PLANNING SERVICES, ENGINEERING

DEVELOPMENT SERVICES AND BUILDING

INSPECTION AND PLANS REVIEW SERVICES

**Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33407**



NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

Sealed QUALIFICATIONS packages shall be received by the Town of Loxahatchee Groves Office of the Town Clerk on the date, time, and location listed below, at which time all qualification packages submitted shall be publicly announced. QUALIFICATIONS packages received after the designated time and date shall be rejected as non-responsive.

RFQ Number: 01-2025
RFQ Name: Town Of Loxahatchee Groves General Planning Services, Development Engineering Services and Building Inspection and Plans Review Services
RFQ Advertising Date: July 23, 2025
RFQ Closing Date/Time: August 28, 2025 @ 2:00PM Eastern standard Time.
Pre-Proposal Meeting: None scheduled
Contact Person: Caryn Gardner-Young, Community Standards Director
Email: cgardneryoung@loxahatcheegrovesfl.gov
Start all email subject lines with the RFQ number for faster recognition.
Questions Deadline: August 14, 2025, at 2:00PM Eastern standard Time
Submit RFQ to:: Town of Loxahatchee Groves Office of the Town Clerk
155 F Road, Loxahatchee Groves, FL 33470
RFQ Scope of Work: Consultant to Provide General Planning Services, Development Engineering Services and Building Inspection and Building Plans Review Services per the enclosed Scope of Services.
Proposed Shortlist Date: September 9, 2025, at 10:00AM in the Town Council Chambers
Proposed Interview Date: September 16, 2025, at 10:00AM in the Town Council Chambers
Proposed Award Date: October 7, 2025

RFQ Documents may be obtained from the Town's Website. Proposers who obtain solicitation documents from other sources than the Clerk's Office are cautioned that the solicitation package may be incomplete. Furthermore, all addenda shall be posted on the Town's website. Proposers obtaining bid documents from the Town's website must check the website daily to download their addenda.

Proposers shall submit **ONE (1) MARKED ORIGINAL, SIX (6) PHOTOCOPIES, AND ONE (1) THUMB DRIVE OF THE COMPLETED SUBMITTAL PACKAGE** in a sealed package to the address listed above. The Project Name, RFQ Number, and time and date of the RFQ opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

Proposers may not withdraw their RFQ for a period of One Hundred Twenty (120) calendar days after the day set for the closing of RFQs.

CAUTION: It is the proposer's responsibility to ensure that qualifications are received in the Office of the Town Clerk prior to the date and time specified above. Receipt of a proposal in any other Town office does not satisfy this requirement and shall be rejected as non-responsive. **Meeting dates are tentative and subject to change according to the needs of the Town.**

The Town reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all proposals in whole or in part with or without cause; to re-advertise for qualifications, to award in whole or in part to one or more Proposers, and to accept the proposal which best serves the Town.



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SECTION 1-DEFINITIONS

1. **CONTRACT OR AGREEMENT:** The written agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Proposals and entered into between the Town and the successful Proposer.
2. **CONTRACT ADMINISTRATOR:** The Staff member that is designated as the representative of the TOWN concerning the contract documents.
3. **CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **TOWN:** The Town of Loxahatchee Groves, a Florida municipal corporation political subdivision of the State of Florida, and its individual and collective departments, divisions, managers, staff, and facilities.
5. **EVALUATION COMMITTEE/(EC):** Town staff and/or outside Consultants assigned to evaluate the submitted Qualification Packages.
6. **PRE-PROPOSAL CONFERENCE** A meeting held prior to the date of the Qualifications Package submittal, which disseminates to all Proposers in attendance information to assist them in submitting Qualifications Packages including, but not limited to, information regarding the requirements of the Town.
7. **PROCUREMENT** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds.
8. **PROPOSER:** Any individual, firm or corporation submitting it's qualifications for this project, acting directly or through a duly authorized representative.
9. **SUCCESSFUL PROPOSER":** The Proposer or individual receiving an award as a result of this Request for Qualifications.
10. **PROPOSAL:** shall refer to any offer(s) submitted in response to this Request for Proposals.
11. **REQUEST FOR QUALIFICATIONS, OR RFQ:** means a solicitation of responses for based upon a Proposers experience and ability to perform a project. Evaluation of a qualifications is based on prior established criteria.

It includes all exhibits and attachments as approved by the Town, and addenda or change orders issued by the Purchasing Division. In addition, these terms are used interchangeably in this Request for Qualifications while retaining the same meaning.
12. **RESPONSIBLE PROPOSER** An individual or business which has submitted qualifications, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.
13. **RESPONSIVE PROPOSER CONTRACTOR** means an individual or business that has submitted a qualifications that conforms in all material respects to the solicitation
14. **SUBCONTRACTOR/ SUB-CONSULTANT:** Any person, Proposer, entity, or organization, other than the employees of the Successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the Town, whether directly or indirectly, on behalf of the Successful Proposer.



15. WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT: All matters that shall be required to be done by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFQ.

16. VENDOR: An actual or potential supplier of goods and/or services interchangeable with the term Successful Proposer, and/or contractor

SECTION 3 - SCOPE OF SERVICES

The CONSULTANT will be engaged by the TOWN to provide professional consulting services on one (1) or more projects (with respect to each engagement "the Project") with the specifics of each engagement to be set forth in an executed Project Authorization unless specifically stated and agreed to by the parties in the Project Authorization. The services of the CONSULTANT shall be for the Scope of Services set forth in RFQ No. and the following general types of work:

- a. General Planning Services
 - Planning and Zoning Petition Review and/or Processing
 - Landscape Design Plan Review and Inspections including veg removal Permits
 - Architecture
 - Environmental Assessment
 - Evaluation of Comprehensive Plan
 - Traffic Engineering and Planning
 - Attend public meetings and confer with Town Staff as necessary
 - GIS Services
 - Graphic Design
 - Economic Development Planning and Research
- b. Development Engineering Services
 - Planning and Zoning Petition review
 - Building Permit Review
 - Traffic Engineering and Planning
 - FDA Review
 - Building Permit Inspections
 - Attend public meetings and confer with Town Staff as necessary
 - Right of Way Permit and Easement Review
 - GIS Services
 - Graphic Design
- c. Building Review and inspection Services
 - Review of Building Permits
 - Conducting Building Inspections for all disciplines
 - Attend public meetings and confer with Town Staff as necessary

The Scope of Services under this Contract does not include National Pollution Discharge Elimination System (NPDES) permitting or related reporting.

Each Project Authorization shall, by mutual written agreement of parties, set forth, among other things, the following:

- a. The scope of services;
- b. The deliverables;
- c. The time and schedule of performance and term;
- d. The amount of maximum compensation;
- e. Any additional contractual requirements of Section 287.055, Florida Statutes, for CONSULTANT Contracts; and,
- f. Any modifications to this Contract, if mutually agreed upon by the parties.

The services listed under this RFQ are informational as to the scope of services of possible work grants which may be awarded on an as needed basis and are not promises or guarantees of work. Awarded contracts shall not be exclusive and the Town reserves the right to solicit additional RFQ's in lieu of any offer received, or award made



as a result of this RFQ if it is in the Town's best interest to do so. The Town also reserves the right to separately re-solicit any single work authorization or to purchase any item on this bid if it is in its best interest to do so.

SECTION 4 – QUALIFICATIONS

Pursuant to Florida Statutes 287.055, and Federal regulations, the Town of Loxahatchee Groves (hereinafter referred to as the Town), is accepting submittals from qualified professional engineering, planning and building services consulting firms to provide development engineering services, general planning and zoning services and building inspections and plans review services per the scope of work. Since the TOWN must make a determination of a Consultant's qualifications prior to their employment, the Qualifications Package of this Request for Qualifications shall be used by the Town to make this determination. Additionally, evaluation points shall be assigned to information contained in the package to aid in reducing the total number of submittals to a short-list of firms. Short-listed firms shall be invited to make presentations and / or be interviewed for final evaluation.

Qualification submittals shall be considered from qualified firms or individuals whose experience includes successful work with similar municipalities. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

The Proposer does not need to address all three requested service areas (Planning, Engineering and Building). The Proposer can apply for all or one or two service areas. It is preferred that all services areas are included in the Proposal (whether all services are handled by the Proposer itself or by the Proposer with subconsultants) but submitting for less than all service areas does not disqualify the Proposal.

SECTION 5 – SUBMITTAL INFORMATION: HOW, WHEN & WHERE

5.1 Qualification Packages shall be submitted in a sealed envelope [labeled with the Proposer's name, contact information, the Request for Qualification (RFQ) Number and, RFQ Name, Due Date/Time]. The original and each copy shall be identified and the cover page, Section 37 shall be the first page of your submittal..

5.2 All responses to the, RFQ must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. One (1) bound one-sided original, six (6) bound copies (a total of seven (7) sets) and one (1) thumb drive of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

5.3 All sealed Qualification Packages must be received and time stamped in the Town Clerk's Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Qualification Packages received **after** the due date and time shall be rejected as non-responsive. The official time shall be measured by the time stamp in the Office of the Town Clerk. All packages must be clearly marked with the RFQ number, time and date of opening.

5.4 Responses to the RFQ must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer.

5.5 Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All Qualification Packages should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the RFQ requirements.

5.6 Failure to respond to all of the questions in the RFQ package may result in the submittal being considered non-responsive. In order for the Town to make a determination of qualifications, a complete package must be submitted.

5.7 If you propose to joint venture or use outside professional services for any of the Requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own Qualification Packages.

5.8 All firms must be clearly identified in your Qualification Packages, and their ability to perform assigned



responsibilities must be demonstrated.

SECTION 6 - TERM OF CONTRACT:

6.1 The Town anticipates awarding multiple five (5) year term contracts for this solicitation with the ability to renewal for two (2) one-year extensions. The awarded consultant is required to enter into an Agreement within ten (10) days of its receipt of the final negotiated draft of the Agreement from the Town. The Agreement will incorporate this RFQ, the Consultant's proposal (or sections thereof) and the terms and conditions negotiated by the parties.

6.2 The Agreement will contain performance-based criteria and milestone timelines for deliverable items.

SECTION 7 – INQUIRIES

7.1 Inquiries concerning Qualification Packages should be made in writing via email (preferred, with attachments using Word software) and directed as follows:

Town of Loxahatchee Groves
Caryn Gardner-Young
Community Standards Director
155 F Road
Loxahatchee Groves FL, 33470
cgardneryoung@loxahatcheegrovesfl.gov

7.2 CONTACT WITH THE TOWN'S ELECTED OFFICIALS OR TOWN PERSONNEL OTHER THAN THE COMMUNITY STANDARDS DEPARTMENT CONTACT REGARDING THIS REQUEST FOR QUALIFICATIONS SHALL BE GROUNDS FOR DISQUALIFICATION AND ELIMINATION FROM THE SELECTION PROCESS.

SECTION 8 - SELECTION PROCEDURE

8.1 The Selection Procedure will be in accordance with the Consultant's Competitive Negotiations Act, section 287.055, Florida Statutes, and any other applicable law, ordinance, rule, regulation or policy. Selection Procedure is a two (2) step process.

STEP 1

The evaluation committee (herein after called EC) will evaluate and determine which firms are qualified to provide the requested services consistent with the qualification evaluation criteria. The qualification evaluation criteria shall be as outlined in Section 11.3 of this RFQ. Once the EC determines which firms are qualified, it will rank the qualifications based on the evaluation criteria and shortlist the most qualified firms (no less than three (3) firms). The EC may also, at its sole discretion, request additional or clarifying information (through the Community Standards Director) from any Proposer. The EC may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the Proposer's Qualifications Package. The occurrence or absence of such a request shall not be cause for objection by any Proposer.

STEP 2

It is anticipated that shortlisted firms shall be invited to appear in front of the EC and/ or Town Council for oral presentations and/ or discussions on its qualifications and methodology.

Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. The substitution of team members at the oral presentations/interviews may result in that team's disqualification.

Negotiations shall begin as follows:



A tentative contract shall be negotiated with the most qualified firm(s) for professional services at compensation which the Town Council's designee(s) determine(s) is fair, competitive, and reasonable. In making such a determination, the Town Council's designee(s) shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. If the Town and a successful firm cannot agree on the terms and conditions of the resulting contract or fees, the Town reserves the right to terminate negotiations with said successful firm. Negotiations may continue in this process until the Town is able to enter into a contract(s) with the firm(s) that best meets the needs of the Town.

For any lump-sum or cost-plus-a-fixed-fee professional service contract that exceeds the maximum amount established by F.S. 287.017 for Category Four, the Town Council shall require the firm receiving the award to execute a **Truth-In-Negotiation Certificate** (form attached) stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town Council determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

For project specific RFQ's, the EC, as authorized by the Town Council, reserves the right to negotiate an agreement individually based upon ranking to reach an agreement; for continuing services type agreements, the EC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the Town Council for award. The Town may act only through the Town Council. The proposer may not rely on any representations by the Town other than as approved by official action of the Town Council.

8.2 The Town reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the Town. The Town also reserves the right to reject any and all Qualifications Packages. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the Town, to best serve the public interest of the Town.

8.3 The Qualification Package (or sections thereof) of the successful Proposer(s) shall be incorporated in any Contract that ensues.

8.4 Any contract(s) resulting from this RFQ shall be governed by the laws of the State of Florida. The successful Proposer(s) will also be required to comply with all Federal and local applicable laws, ordinances, rules, regulations and contract provisions.

8.5 The Town reserves the right to retain Qualification Packages and use ideas from them except proprietary information..

SECTION 9- REJECTION CRITERIA

Qualification Packages shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

9.1 All questions, instructions, and forms in the Qualification Package have not been properly completed so as to not be able to render an evaluation.

9.2 The RFQ response is found to have concealed or contained false and/or misleading information.

9.3 The Town did not receive the Qualifications Package on or prior to the submittal deadline.

9.4 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**



9.5 The Qualification Package signature page is not properly executed.

9.6 Substitution of (SF) 330/255/254 (or similar form) or resumes for Tab #5, Specific Related Experience of The Firm, and Tab#7, Project Team Staffing Experience sections.

9.7 Submitting a Compilation Financial Statement if a financial statement is required.

SECTION 10 - WAIVERS

The Town, in its sole discretion, reserves the right to reject any and all Qualification Packages, accept any Qualification Packages or waive any minor irregularity or technicality in Qualification Packages received and may, at its sole discretion, request a re-issue of the RFQ when in its sole judgment, it will best serve public interest.

SECTION 11 - EVALUATION METHODOLOGY

11.1 The Town reserves the right to contact any of the firms listed in the Qualifications Package (e.g., listed in past performance, etc.) or to call any entity to check past performance whether listed in the Qualification Package or not.

11.2 The Town EC shall be comprised of staff and additional consultants if necessary. This committee shall evaluate the qualifications, rank the firms, and may recommend the top ranked firms for oral presentations/ interviews.

11.3 The Qualifications Package shall be evaluated as follows:

Criteria	Max Points
Capability/Experience of the Firm	20
Ability and Experience of Professional Personnel	25
Capability and Commitment to Meet Time, Quality, and Budget Requirements	30
Recent, Current & Projected Workload	10
Location	5
Prior Town work	5
References	2
Number of services provided per scope of service	3
Responsiveness	Point Deduct
Litigation	Point Deduct
Financials	Pass/Fail
MAXIMUM POINTS	100 POINTS

11.4 To obtain the best possible score it is important that the Project Team Staffing Experience and Related Experience of the Firm portions of the Qualifications Package specifically address the advertised major area/classes of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFQ.

SECTION 12 - ADDENDA

12.1 If revisions become necessary, the Town will provide written addenda through the Town website at least five working days prior to the opening date. It is the sole responsibility of the Proposer to ensure it is received.

12.2 If addenda are issued, please acknowledge under Section 1.13 that you have received any addenda.

SECTION 13 - INSURANCE

Prior to execution of the resulting contract derived from this RFQ, the successful Proposer shall at its sole expense procure and maintain during the life of the resulting contract insurance of the types and subject to the limits set forth



below. The successful Proposer shall also provide the Town with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the Town's approval for adequacy. The Town shall be an Additional Insured on policies of Commercial General Liability, and Commercial Auto Liability with respect to all claims arising out of the work performed under this Agreement. The Town shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Successful Proposer, it shall be the responsibility of the Successful Proposer to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

13.1 WORKER'S COMPENSATION

The Successful Proposer shall provide and maintain during the life of the resulting contract at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

13.2 COMMERCIAL GENERAL LIABILITY

The Successful Proposer shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

13.3 COMMERCIAL AUTO LIABILITY

The Successful Proposer shall provide and maintain during the life of this Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

13.4 PROFESSIONAL LIABILITY

The Successful Proposer shall provide and maintain during the life of this Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of \$1,000,000.00 coverage.

13.5 OTHER INSURANCE PROVISIONS

The General Liability and Auto Liability policies shall contain or be endorsed to contain, the following provisions:

The Town, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insured's for any and all liability arising out of the Successful Proposer's performance of this Agreement, or out of automobiles owned, leased, hired, or borrowed by the Successful Proposer. The coverage shall contain no special limitations on scope of protection offered to the Town, its Officers, Officials, Employee, Agents and Volunteers.

The Successful Proposer's insurance coverage shall be primary insurance as respects the Town, its Officers, Officials, Employees, Agents and Volunteers for Successful Proposer's activities. Any insurance or self-insurance maintained by the Town, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Successful Proposer's insurance and shall not contribute to it.

Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the Town, its Officers, Officials, Employees, Agents, or Volunteers.

The Successful Proposer's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.



SECTION 14 INDEMNIFICATION

The Successful Proposer covenants and agrees at all times to indemnify and hold harmless the other party to the contract, their officers and employees, from liabilities, damages, losses and costs including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of the Successful Proposer, and persons employed or utilized by the Successful Proposer in the performance of this Agreement. The Successful Proposer hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

The Successful Proposer, without exemption, shall indemnify and hold harmless, the TOWN, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Successful Proposer. Further, if such a claim is made, or is pending, the Successful Proposer may, at its option and expense, procure for the TOWN the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the TOWN agrees to return the article on request to the Successful Proposer and receive reimbursement. If the Successful Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SECTION 15 - PROHIBITION ON CONTINGENCY FEES.

The resulting contract with the Successful Proposer shall contain the following prohibition against contingent fees:

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, Council, percentage, gift or other consideration contingent upon or resulting from the award or making of this contract in compliance with 287.055 Fla. Stat. For the breach or violation of this provision, TOWN shall have the right to terminate this contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover the full amount of such fee, Council, percentage, gift or consideration.

SECTION 16 – PUBLIC RECORDS:

Upon receipt, all Qualification Packages and information submitted with each qualification become "public record", property of the Town and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). In order to possibly be exempt from disclosure, Proposer's must invoke the specific exemptions to disclosure provided by law in their Qualifications Package by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Any resulting contract may be reviewed by any person after the contract has been executed by the Town. The Town has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from it unless the documentation is proprietary information. Disqualification of a Proposer does not eliminate this right. In accordance with section 119.0701, Fla. Stat. any resulting contract shall include a provision that requires the Successful Proposer, if applicable, to comply with public records laws, specifically to:

16.1 Keep and maintain public records that are required by the Town in order to perform the service.

16.2 Upon request from the Town's 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.

16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.



16.4 Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

16.5 The contract shall also provide that if a contractor does not comply with a public records request, the Town shall enforce the contract provisions in accordance with the contract.

16.6 The contract shall also include the following provision:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE TOWN CLERK AT 561-992-2218, OR E-MAIL VOAKS@LOXAHATCHEEGROVESFL.COM , OR 155 F ROAD LOXAHATCHEE GROVES FL, 33430.

SECTION 17 - PALM BEACH COUNTY INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, Qualification Packages submitted, and contracts negotiated pursuant to this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. Prospective offerors should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance.

SECTION 18 ANTI- HUMAN TRAFFICKING

Proposer attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 19 – DRUG-FREE WORKPLACE

In accordance with section 287.087, Florida Statutes, preference shall be given to proposers with drug-free workplace programs. Whenever two (2) or more Qualification Packages, which are equal with respect to price, quality and service, are received by the Town for the procurement of commodities of contractual services, a Qualification Package received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to receive such preference, the Proposer shall complete and submit with its Qualification Package the certification attached hereto **as Attachment C "Drug- Free Workplace Form"**.

SECTION 20 – PUBLIC ENTITY CRIMES

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, 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, qualifications, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Successful Proposer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Proposer shall complete and submit with its Qualification Package **Attachment B "Public Entity Crime Statement"**.



SECTION 21 – NON-COLLUSION

The Proposer certifies, through the submittal of its Qualification Package, that this Qualifications Package is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Qualifications Package for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject Qualification Packages, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects. The Proposer shall complete and submit with its Qualification Package **Attachment A “Non-Collusion Affidavit”**.

SECTION 22 –CONFLICT OF INTEREST/CODE OF ETHICS

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review these Codes in order to ensure compliance with the same. If any Proposer violates or is a party to a violation of an applicable Code of Ethics, such Proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQs (or other procurement requests and invitations) for work or for goods or services for the Town.

The award of a contract under this RFQ is subject to any and all applicable conflict of interest provisions found in Florida Statutes. The Proposer shall complete and submit with its Qualification Package **Attachment E “Conflict of Interest Form”** attached hereto.

SECTION 23 – E-VERIFY

If awarded a contract, pursuant to Section 448.095(5), Florida Statutes, the Successful Proposer shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the Agreement;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Proposer 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.

SECTION 24 – SCRUTINIZED COMPANIES

24.1 Proposer submitting a response must certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate a resulting contract at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors, is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of the contract.

24.2 If the contract that may result from this RFQ is for one million dollars or more, the Proposer must certify that it



and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate a resulting contract at its sole option if the Proposer, or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of resulting contract.

24.3 The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the contract.

24.4 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.

24.5 The Proposer shall complete and submit with its Qualification Package **Attachment F “Scrutinized Companies Certification Form”** attached hereto.

SECTION 25 – DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with Town representatives or advisors, shall be at each Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any Qualification Package submitted pursuant to this RFQ is at the sole risk and responsibility of the Proposer submitting such qualifications.

SECTION 26 – PROTESTS

Protests shall be handled in accordance with protest procedures set forth in the Town’s Procurement Code, section 2-137 of the Code of Ordinances. Venue for any dispute regarding this RFQ shall be in Palm Beach County, Florida.

SECTION 27 – NO ORAL INTERPRETATIONS

No Person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements about the RFQ by the Town’s representatives will not be binding on the Town and should not be relied upon by a firm. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the Town’s website. A firm can only rely upon those interpretations of, or changes to this RFQ that are issued by the Town in an addendum. By submitting qualifications, a firm certifies that its submitted qualifications are made without reliance on any oral representation by the Town, its agents, or employees.

SECTION 28 – PROPERTY OF THE TOWN

All materials submitted in response to this RFQ become the property of the Town unless proprietary information. The Town has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a qualifications does not affect this right.

SECTION 29 – LEGAL REQUIREMENTS

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are



applicable to this RFQ and the work to be performed under the Agreement. These legal requirements include, but are not limited to, the Town's Purchasing Code and applicable policies, and any and all requirements set forth in all applicable grants (including any amendments) or required thereunder. The successful firms agree to be bound by the terms of the applicable grants, and all applicable local, state and federal laws and regulations. A firm's lack of knowledge about the applicable laws or grants shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

By submitting qualifications in response to this RFQ, the firm represents that it is familiar with all federal, state, and local laws, ordinances, policies, rules and regulations, and grant requirements that are applicable to the services required under this RFQ. If a firm discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, regulation, or grant provision, the firm shall promptly report it to the Purchasing Manager.

SECTION 30 – CONE OF SILENCE

A cone of silence is hereby imposed and made applicable to this RFQ. "Cone of Silence" means a prohibition on any non-written communication regarding this RFQ between any firm or firm's representative and any Town employee. The Cone of Silence is in effect as of the Qualification Packages advertising.

The provisions of this Cone of Silence **shall not** apply to communications with the Community Standards Department as authorized in section 7 of this RFQ, oral communications at any public proceeding and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the Town Council awards or approves a contract, rejects all qualifications or otherwise takes action which ends the solicitation process. A firm's representative shall include but not be limited to the firm's employee, partner, officer, director or Successful Proposer, lobbyist, or any, actual or potential subcontractor or Successful Proposer of the firm.

SECTION 31 – LOBBYING

By submitting Professional Qualifications, each firm certifies that to the best of his or her knowledge and belief:

- 31.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 31.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the firm shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
The firm shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.
- 31.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 31.4 If the firm is unable to certify to any of the statements in this certification, such firm shall attach an explanation to its qualifications. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process. The Firm shall complete the Certification regarding Lobbying attached hereto as Exhibit H (and incorporated herein).



SECTION 32 – DEBARMENT

By submitting Qualifications, each firm, on behalf of it and its principals, certifies that to the best of its knowledge and belief, that it and its principals:

- 32.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board.
- 32.2 Have not within a three-year period preceding this qualifications been convicted of or had a civil judgment rendered against them for Council of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or Council of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 32.3 Are presently not indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with Council of any offenses enumerated in subparagraph ii of this section.
- 32.4 Have not within a three-year period preceding these qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.
- 32.5 If the firm is unable to certify any of the statements in this certification, such firm shall attach an explanation to its qualifications. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFQ process. The Firm shall complete the Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion attached hereto as Exhibit G (and incorporated herein).

SECTION 33 – SUB-CONSULTANTS PROPOSERS

The Town reserves the right to pre-approve all sub-consultant Proposers, if any, for any services performed under a resulting contract.

SECTION 34 - CONTRACTING PROHIBITIONS

Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests. As a condition of entering into a contract, the Proposer shall be required to attest that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 35 - BACKGROUND INVESTIGATION

As a part of the Response evaluation process, the Town reserves the right to conduct a background investigation including a criminal record check of Responding Proposer's officers and/or employees, by the Palm Beach County Sheriff's Office. Responding Proposer's submission of a Response constitutes acknowledgement of and consent to such investigation. Town shall be the sole judge in determining Responding Proposer's qualifications.

SECTION 36 - SPECIAL CONDITIONS

THERE ARE NO SPECIAL CONDITIONS IN THIS REQUEST FOR QUALIFICATIONS

**SECTION 37 - SUBMITTAL PACKAGE**

QUALIFICATION PACKAGES FORM COVER PAGE CHECKLIST; THIS SHOULD BE THE FIRST PAGE OF YOUR QUALIFICATION PACKAGES

RFQ NAME: _____

RFQ NO: _____

COMPANY NAME: _____

PHONE NO: _____

	1.	Submit One (1) Original, One (1) Flash Drive + Fifteen (15) photocopies of this Qualification Packages
	2.	Bid Form/Bid Qualification Packages Certification: Carefully read all Bid Documents and properly complete the Bid Form and execute the certification. (Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)
	3.	Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid Qualification Packages to be rejected as non-responsive.)
	4.	Letter of Transmittal
	5.	Attachment A Non-Collusion Affidavit
	6.	Attachment B Public Entity Crime Statement
	7.	Attachment C Drug Free Workplace form
	8.	Attachment D Truth in Negotiations Affidavit
	9.	Attachment E Conflict of Interest Form
	10.	Attachment F Scrutinized Companies Certification Form
	11.	Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
	12.	Attachment H Certification Regarding Lobbying
	13.	Attachment I Affidavit of Compliance with Foreign Entity Laws
	14.	Attachment J Affidavit of Compliance with Anti-Human Trafficking Laws

Submit this portion of the Request for Qualifications as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Town to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the Town.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Town in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Town to reject the qualifications package, and if after the award, to cancel and terminate the award and/or contract.

Responses to Tab #'s 1-12 should not exceed 50 pages. Points may be deducted for Responses that exceed fifty (50) pages. Insurance Forms, Town Forms and Licenses are not included in the page count.



TAB #1 **Successful Proposer Profile:** Complete the following Information

- 1.1. If a corporation, complete the following:
 - 1.1.1. Firm name, address, and phone number: (specify if different than parent company)
 - 1.1.2. Address of proposed office in charge (including Phone No. And Fax No., **email address**)
 - 1.1.3. Type of firm: corporation, individual, other; If corporation, complete the following:
 - 1.1.4. Date incorporated
 - 1.1.5. State of incorporation
 - 1.1.6. Date authorized to do business in Florida
 - 1.1.7. President, Vice President, Secretary
 - 1.1.8. Authorized representative, phone, fax and email
 - 1.1.9. Federal Employers Identification Number
- 1.2. If partnership, complete the following:
 - 1.2.1. Firm name, address, and phone number: (specify if different than parent company)
 - 1.2.2. Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 1.2.3. Date organized, Type: General, Limited
 - 1.2.4. Names and addresses of Partners
 - 1.2.5. Authorized representative, phone, fax and email
 - 1.2.6. Federal Employers' Identification Number
- 1.3. Do you have a job cost account system?
- 1.4. If yes, answer the following:
 - 1.4.1. Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
 - 1.4.2. Individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
 - 1.4.3. Is subsidiary job cost reconciled on a regular basis with the general ledger?
 - 1.4.4. Are time and expense reports utilized in the separation of direct and indirect costs?
- 1.5. Insurance
 - 1.5.1. Submit under Tab #12
 - 1.5.2. Submit proof of all insurances, Liability, Auto, Workers Comp, etc.
 - 1.5.3. Submit number and amount of claims currently against this insurance
- 1.6. What will be your turnaround time for written responses to Town inquiries?
- 1.7. How much advance notice do you need to appear at the Town for meetings?
- 1.8. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.
- 1.9. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- 1.10. List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.
- 1.11. Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details including Vendor number, date suspended/convicted, agency involved. Please note number 1.11.1



1.11.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: 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 Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Successful Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.11.2 The Town will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a (e) [Section 274A9e) of the Immigration and Nationality Act (AINA)]. The Town shall consider employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Town.

1.11.3 If applicable: I have received addenda #_____through
addenda#_____.

TAB #2 Letter of Transmittal:

Provide a statement addressing why your firm would be in the best position to deliver the required services including which services areas your firm is proposing to handle. (Limit to two (2) pages.)

Tab #3 Reference Check:

The Town reserves the right to contact any of the firms listed in this RFQ or to call any entity to check past performance whether listed in the Qualification Packages or not.

TAB #4 Recent/Current/Projected Workload-Staff Adequacy (LIST FOR APPLICANT FIRM'S OFFICE IN CHARGE, ADD LINES AD NEEDED).

Specify Number of Staff as follows:

Design Professionals: ☐ Specification Writers ☐ Other Licensed Personnel ☐
Lead Draftspersons: ☐ Designers ☐

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
1.					
			Totals		
Total number of professional and technical staff including licensed personnel, design professionals, lead draftspersons, specification writers and designers					
Total \$ Per staff					

List for each project currently under contract whether work has started or not including contracts as a Successful Proposer to another firm

- 4.1 Total fee to the applicant firm for the project
- 4.2 Total fees remaining to be paid to the applicant firm
- 4.3 Specify number of professional and technical staff including licensed personnel, design professionals, lead



draftspersons, specification writers and designers. Exclude staff drafters/CAD operators and Successful Proposers.

4.4 Divide the total fees remaining to be paid by the number of professional and technical staff listed in 4.3 and list on the form.

TAB #5 Prior Town Work Awarded to Firm

List all work awarded to the firm during the past five (5) years.

	Project Name	Date Awarded	Contract Amount
	Total Contract Dollars Awarded		

TAB #6 Capabilities/ Specific Related Experience of the Firm:

List at least THREE (3) clients who you have continuing services contract with Indicate:

- 6.1 Client Name, contact person and title, address, telephone number, fax number and email address
- 6.2 Description of the services including project starting and ending dates
- 6.3 Principal/Project Manager in Charge, licensing/ certifications, (if not included in Tab #6) various team positions
- 6.4 Whether your firm was the primary or subcontractor
- 6.5 Firm's Fee

List all design capabilities/disciplines offered by the firm in house.

TAB #7 Key Proposed Project Team Personnel:

Indicate the proposed RFQ team key personnel for the applicant, Successful Proposers, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/training and Town of residence. Also include when the team members are available to begin work on this project.

ALL KEY PROPOSED RFQ TEAM PERSONNEL MUST BE THOSE WHO WORKED WITH THE CLIENTS LISTED IN TAB#8, PROJECT TEAM STAFFING EXPERIENCE PORTION OF THIS QUESTIONNAIRE.

TAB #8 RFQ Team Staffing Experience:

For each proposed team member list at least three (3) comparable clients and specific to this RFQ. Indicate:

- 8.1 Position; Principal in Charge, Project Manager, various team positions
- 8.2 Client Name, contact person and title, address, telephone number and fax number
- 8.3 Project Description, your firms' scope of work, including project starting and ending Dates
- 8.4 Construction cost
- 8.5 Successful Proposer staff member's specific tasks
- 8.5 Whether your firm was the primary or subcontractor
- 8.6 Change orders and the reasons why they were issued

Resumes or Standard Form (SF) 330/254/255 cannot be submitted as substitutes for Tab #6, Capabilities /Specific Related Experience of the Firm, TAB #7, Key Proposed Project Team Personnel: and Tab#8 Project Team Staffing Experience. Substitution of resumes or (SF) 330/255/254 for Tab #6, Specific Related Experience of the Firm, TAB #7,Key Proposed Project Team Personnel: and Tab#8 Project Team Staffing Experience section shall result in your Qualifications package being rejected as non-responsive.

TAB #9 Capability and Commitment to Meet Time, Quality, and Budget Requirements

Demonstrate your firm's ability to help us meet time, quality and budget requirements. Describe in detail and add exhibits if applicable:

- 9.1 Submit proof of the firm's financial capability to complete the proposed project types. Acceptable Financial information are Audited or Certified financial statements no more than two (2) years old and should be submitted in a separate, sealed envelope or package and marked "**CONFIDENTIAL.**" **A COMPILATION IS NOT ACCEPTABLE AND SHALL CAUSE YOUR QUALIFICATION PACKAGES TO BE REJECTED AS NON- RESPONSIVE.**
- 9.2 Describe the firm's regulatory agency experience and anticipated interaction for this development.



- 9.3 Describe your firm's methodology for producing accurate and 100% construction drawings.
- 9.4 Describe your process for matching client budgets to client "wants".
- 9.5 How do you reconcile construction schedules with economic shortages, long lead times, adverse weather conditions with client needs?

Tab#10 Overall Understanding and Methodology:

Demonstrate your firm's understanding of the various RFQ requirements and issues. Site visits can be arranged.

- 10.1. What are the factors your firm may consider necessary to investigate to meet the Town's needs. E.g. Quality control,
- 10.2. The systems, tools, and techniques that your firm would utilize to meet our time, quality, and budget requirements during design and construction phases.
- 10.3 Other relevant factors.

TAB#11 Required Executed forms (ALL FORMS ARE INCLUDED IN THIS DOCUMENT)

All of the following forms must be executed and included in your step 1 Qualification Package package or your Qualification Package may be considered non –responsive.

- 11.1 Attachment A Non-Collusion affidavit
- 11.2 Attachment B Public Entity Crime Statement
- 11.3 Attachment C Drug Free Workplace Form
- 11.4 Attachment D Truth-In-Negotiation Certificate and Affidavit
- 11.4 Attachment E Conflict of Interest Form
- 11.5 Attachment F Scrutinized Companies Certification Form
- 11.6 Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 11.7 Attachment H Certification Regarding Lobbying
- 11.8 Attachment I Truth-In-Negotiation Certificate and Affidavit
- 11.9 Attachment J Affidavit of Compliance with Foreign Entity Laws
- 11.10 Attachment K Affidavit of Compliance with Anti-Human Trafficking Laws
- 11.11 Attachment L Proposer Certification and Signature Page **(Mandatory rejection if not included and executed).**

TAB #12 Additional Attachments: (Not included in the page count)

Insert all required attachments here; Licenses, certifications, insurances, signature page, etc.

12.1 NOTE: For the APPLICANT FIRM ONLY:

- 12.1.1 Attach a copy of the current Florida Division of Professional Regulation License(s)/ registration with the appropriate Council(s) for your firm and each of the license numbers listed in Tab #3.
- 12.1.2 Submit your State of Florida proof of incorporation with non-dissolution statement
- 12.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.
- 12.1.4 Submit project office business tax receipt.



ATTACHMENT "A"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)
2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.
3. Such Qualification Package is genuine and is not a collusive or sham Qualification Package.
4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____

_____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Council Number ()

DID take an oath, or () DID NOT take an oath.

**ATTACHMENT B****SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the



public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____

_____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Council Number

**ATTACHMENT C****DRUG FREE WORKPLACE CERTIFICATION**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.
7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S Signature

(Print or Type Name)



ATTACHMENT D

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant _____,
who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the Town OF Loxahatchee Groves, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the Town of Loxahatchee Groves, Palm Beach County, Florida to provide professional services for a project known as RFQ # _____, _____.

3. That the undersigned firm has furnished the Town of Loxahatchee Groves, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the Town of Loxahatchee Groves entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the Town of Loxahatchee Groves entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the Town of Loxahatchee Groves determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: President

The foregoing instrument was acknowledged before me by _____
who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of
_____, 20____.

(SEAL)
Signature

Notary Name (typed or printed)

Title or Rank



EXHIBIT "E"

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the Town of Loxahatchee Groves any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the TOWN OF LOXAHATCHEE GROVES.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Company

Authorized Signature

Printed Name, Title



ATTACHMENT "F"

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____
(hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

PROPOSER:

By: _____ Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Council expires: _____



EXHIBIT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a Successful Proposer or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)



INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Name

Name

Title

Signature

Date



Exhibit H

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned, on behalf of the firm, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the firm understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Firm Name

Signature of Firm's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**ATTACHMENT I****AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 2.88.007(3), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)
6. *(Only applicable if purchasing real property)* Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)
7. *(Only applicable if purchasing real property)* Entity is in compliance with all applicable requirements of Sections 692.202, (purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My Council expires: _____



ATTACHMENT "J"

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

STATE OF FLORIDA
COUNTY OF PALM BEACH

_____[individual's name]

Before me this day personally appeared as the _____[title], of
_____, a company authorized to do business in the State of Florida,
who,

being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of _____.
3. _____ does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2024, by _____[individual's name], as the _____[title] of _____, a company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____, to the same.

Notary Public Signature

Notary Seal:

Print Name: _____

My Council expires: _____



ATTACHMENT K

PROPOSER CERTIFICATION AND SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this Qualification Package and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.
2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.
3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her Qualification Package with other proposers and has not colluded with any other proposer or parties to a Qualification Package whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Town vendor list(s).
5. **Proposer understands that if a team is shortlisted and selected to be interviewed and /or to make oral presentations to the EC and/or the Council, only the team members evaluated in the written submissions may be present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the Town, the firm will not withdraw their qualifications Qualification Packages for a period of ninety (90) days after qualification closing and will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the Town and Proposer authorizes all entities or persons listed in this Request for Qualifications Qualification Package to answer all questions. Proposer hereby indemnifies the Town and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
8. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Town;
9. The proposal constitutes an offer to the Town which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;
10. That the offeror shall indemnify, defend and hold harmless the Town, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ.
11. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,
12. Representations by Submittal of Qualifications. By submitting Qualifications, the firm warrants, represents, certifies, and declares that:
 - A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.



- B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
- C. The firm understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ and all federally required contract provisions (see Exhibit I and Addendum I attached hereto and incorporated herein) shall become part of any contract entered into between the Town and the firm.
- D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof (1) are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and (2) are not in violation of any federal lobbying laws.
- E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
- F. Pursuant to section 287.135, Florida Statutes, the firm is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and the firm does not have business operations in Cuba or Syria.
- G. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

Submitted on this _____ day of _____, 20____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

Witness

Company

Witness

Signature

Printed

Printed Name, Title

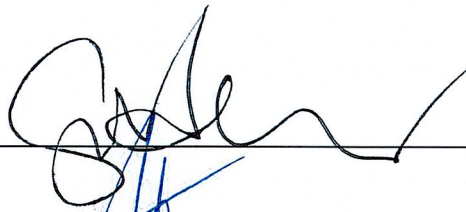
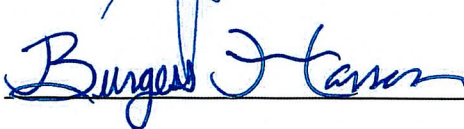
(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) _____.

TOWN OF LOXAHATCHEE GROVES
RFQ NO. 01-2025
GENERAL PLANNING, DEVELOPMENT ENGINEERING
AND BUILDING INSPECTION & PLANS REVIEW
SERVICES
TALLY SHEET

Company	B. Hanson Points	C. Gardner-Young Points	J. Tomasik Points	TOTAL POINTS	Ranking
Canopy Mapping Co (Planning)	45	43	74	162	Not Recommended
CAP (Building)	75	83	87	245	②
Engenuity Group (Engineering)	87	85	64	236	①
Florida Technical Consultants(Engineering)	70	79	67	216	②
J Morton Planning and Landscaping Architecture(Planning)	73	91	75	239	②
Tew & Taylor (Building)	85	86	81	252	④
WGI (Planning)	90	90	78	258	①

SIGNATURE OF REVIEWERS



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Esq., Town Attorney

DATE: October 7, 2025

SUBJECT: Consideration of *Resolution No. 2025-77* approving the payment of invoices for legal services for the month of August 2025 to Torcivia, Donlon, Goddeau & Rubin.

Background:

On September 10, 2025, the Town received invoices for legal services from the law firm of Torcivia, Donlon, Goddeau & Rubin, P.A. for the month of August 2025. The law firm remained on as the Town Attorney until August 7, 2025 and provided limited transitional services thereafter. The invoices are attached as an exhibit to the approving resolution. Staff is seeking authorization from the Town Council to pay the invoices. Since the budget amendment was approved there are sufficient monies allocated to legal services to make pay the invoices. The prior balances shown on the invoices have been paid. The amount due at this time is \$3,267.80 which is broken down as follows:

General Services	\$ 1,912.25
B Road Properties	72.63
Code Enforcement	314.68
Cost Recovery	968.24
<u>Total</u>	<u>\$ 3,267.80</u>

I anticipate the Town will receive minimal invoices from the firm for work done in the future related to the transition to in house legal services on August 7, 2025 and some transition until all files are turned over to the Town. There has been a slight delay in the file turnover due to Mr. Torcivia's availability and my schedule, but I believe we should be completed by the end of October. To the extent there are any additional fees associated with transition, they would be subject to an agreement under the Town Manager's purchasing authority for the new fiscal year.

Recommendation:

Motion to approve Resolution No. 2025-77 authorizing the payment of invoices for legal services for the month of August 2025 to Torcivia, Donlon, Goddeau & Rubin.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-77****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PAYMENT OF INVOICES RECEIVED FROM TORCIVIA, DONLON, GODDEAU & RUBIN, P.A. FOR LEGAL SERVICES RENDERED DURING THE MONTH OF AUGUST 2025; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Town of Loxahatchee Groves (“Town”) has an agreement with the law firm of Torcivia, Donlon, Goddeau & Rubin, P.A. to act as the Town Attorney and provide legal services; and

WHEREAS, Torcivia, Donlon, Goddeau & Rubin, P.A. has provided the Town with invoices for payment of legal services rendered during the month of August, 2025; and

WHEREAS, Torcivia, Donlon, Goddeau & Rubin, P.A. were the Town Attorney until August 7, 2025; and

WHEREAS, the Town staff is seeking authorization and approval to make pay the invoices; and

WHEREAS, the Town Council has determined that payment of the invoices is appropriate.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the payment of invoices attached as Exhibit “A” in the total amount of \$3,267.80 and authorizes the staff to facilitate such payment.

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF OCTOBER, 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
561-686-8764 fax
www.torcivilaw.com

September 10, 2025

In Reference To: *General Matters*
P.O.#271

Federal Tax ID 65-0195026

Invoice # 23852

Professional Services

		<u>Hours</u>	<u>Amount</u>
8/1/2025	GJT Review of emails between Francine Ramaglia and Keith Harris	0.10	
8/4/2025	GJT Final review of suggested revisions to attorney agreement for new Town Attorney; revisions to letter Mayor and Council Members regarding same	0.30	
	GJT Preliminary drafting of letter to Mayor and Council Members regarding HR investigation	0.20	
	GJT Review and revisions to Town Attorney contract with Jeff Kurtz	0.30	
8/5/2025	GJT Revisions to proposed Employment Agreement for Mr. Kurtz	0.40	
	GJT Review of agenda and backup materials	0.70	
	GJT Phone conversation with Jeff Kurtz	0.20	
	GJT Review of e-mail from Jeff Kurtz	0.20	
	GJT Review of e-mail from Jeff Kurtz regarding potential attorney contract	0.10	
	GJT Review of emails regarding contract request	0.10	
	GJT Attend Council meeting	4.50	
8/6/2025	GJT Review and revisions to employment agreement for Jeff Kurtz	0.30	

Town of Loxahatchee Groves

Page 2

		<u>Hours</u>	<u>Amount</u>
8/6/2025	GJT Review of e-mail from Katie Edwards-Walpole (3)	0.30	
8/15/2025	GJT Review of email regarding opioid settlement funds	0.10	NO CHARGE
	CG Drafted email to J. Kurtz on opioid settlement form and need to complete per AGO and forwarded form received	0.10	
8/20/2025	CG Assigned forms to J. Kurtz for Purdue Pharma opioid settlement via DocuSign for his consideration	0.10	
	For professional services rendered	8.00	\$1,912.25
	Previous invoice balance		\$25,973.72
	Total Balance due		<u>\$27,885.97</u>

Timekeeper Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Christy Goddeau, Shareholder	0.20	242.05	\$48.42
Glen J. Torcivia, Shareholder	7.70	242.05	\$1,863.83
Glen J. Torcivia, Shareholder	0.10	0.00	\$0.00

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
561-686-8764 fax
www.torcivilaw.com

September 10, 2025

In Reference To: 444/556 B Road Properties
P.O.#271

Federal Tax ID 65-0195026

Invoice # 23853

Professional Services

	<u>Hours</u>	<u>Amount</u>
8/5/2025 GJT Review of emails regarding potential agreement	0.10	
GJT E-mail to Chris Stern regarding litigation	0.10	
8/10/2025 GJT Review of e-mail from Attorney Robert Lobietti regarding 444/556 B Road; e-mail to Chris Sterns and Jeff Kurtz regarding same	0.10	
For professional services rendered	0.30	\$72.63
Previous invoice balance		\$750.39
Total Balance due		\$823.02

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Glen J. Torcivia, Shareholder	0.30	242.05	\$72.63

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
561-686-8764 fax
www.torcivilaw.com

September 10, 2025

In Reference To: *Code Enforcement matters*

Federal Tax ID#65-0195026

Invoice # 23854

Professional Services

		<u>Hours</u>	<u>Amount</u>
8/1/2025	GJT Phone conversation with Tanya Earley regarding potential upcoming code hearing on Piquet Park and stipulation	0.30	
8/4/2025	TE Attended special magistrate hearing. Property: 16169 Southern Blvd.	0.40	
8/13/2025	TE Drafted email correspondence to Town Attorney re: transition of pending case. Property: 16169 Southern Blvd.	0.20	
	TE Telephone Conference with Town Attorney re: transition of pending case. Property: 16169 Southern Blvd.	0.20	
8/14/2025	TE Reviewed email correspondence from attorney for respondent; drafted reply. Property: 16169 Southern Blvd.	0.10	
8/15/2025	TE Telephone conference with Town Attorney re: case law for legal memorandum. Property: 16169 Southern Blvd.	0.10	
For professional services rendered		1.30	\$314.68
Previous invoice balance			\$2,057.48
Total Balance due			\$2,372.16

Town of Loxahatchee Groves

Page 2

Name	Hours	Rate	Amount
Glen J. Torcivia, Shareholder	0.30	242.05	\$72.62
Tanya M. Earley, Senior Associate	1.00	242.05	\$242.06

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
561-686-8764 fax
www.torcivilaw.com

September 10, 2025

In Reference To: *Cost Recovery Matters*

Federal Tax ID 65-0195026

Invoice # 23855

Professional Services

		<u>Hours</u>	<u>Amount</u>
8/1/2025	TE Reviewed email correspondence from Town re: status of settlement discussions; drafted reply. Property: 16169 Southern Blvd.	0.10	
	TE Drafted email correspondence to attorneys for property owners re: status of settlement discussions; drafted reply. Property: 16169 Southern Blvd.	0.10	
	TE Telephone conference with Caryn Garner-Young re: case status and next steps. Property: 16169 Southern Blvd.	0.50	
	TE Reviewed draft advertising for four (4) proposed ordinances; reviewed relevant code sections to ensure compliance with Town's notice requirements for land use applications. Project: Paddock RV Park/Bove.	0.60	
	GJT Review of notice of ad; phone conversation with Tanya Earley regarding Bove and ad	0.20	
	TE Drafted follow up email to Town staff re: upcoming hearing. Property: 16169 Southern Blvd.	0.20	
	TE Reviewed additional email correspondence from Town staff re: case status; reviewed prior order assessing fines; drafted follow up email to staff re: same. Property: 16169 Southern Blvd.	0.90	
8/2/2025	GJT Review of emails regarding Lantana Holdings	0.10	
8/4/2025	TE Telephone conference with attorney for respondent. Property: 16169 Southern Blvd.	0.10	

Town of Loxahatchee Groves

Page 2

		<u>Hours</u>	<u>Amount</u>
8/4/2025	TE	Drafted follow up email to attorney for respondent. Property: 16169 Southern Blvd.	0.10
	TE	Reviewed email correspondence from staff and special magistrate order; drafted reply re: same. Property: 16169 Southern Blvd.	0.50
	GJT	Analysis of issues relating to upcoming comp plan/FLUM amendment; meeting with Tanya Earley regarding same	0.20
	TE	Meeting with Glen J. Torcivia to discuss procedural matters related to upcoming hearings on advertised ordinances. Project: Bove/RV Park.	0.20
8/15/2025	GJT	Review of emails regarding Bove	0.20
For professional services rendered			4.00 \$968.24
Previous invoice balance			\$21,906.27
Total Balance due			<u>\$22,874.51</u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Glen J. Torcivia, Shareholder	0.70	242.05	\$169.44
Tanya M. Earley, Senior Associate	3.30	242.05	\$798.80



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Town Manager

DATE: October 7, 2025

SUBJECT: Approval of Resolution 2025-78 - Renewal of Lobbying & Government Affairs Consulting Services

Background:

As we approach the upcoming legislative session, and because we have had success in the past, time is of the essence should the Town wish to consider Lobbying & Government Affairs Consulting Services. The Law Office of Ronald L. Book, P.A., has requested to enter into a new contract to cover the 2026 Legislative Session.

The full year contract which is attached has a total contract value of \$65,000, (a decrease of \$10,000.00 from last year) plus reimbursement of reasonable pre-approved out of pocket expenses of not more than \$5,000. The scope of their services includes but are not limited to the following:

- Attending pertinent committee meetings
- Drafting and preparing appropriations request applications and supporting documents
- Identifying legislative champions for said projects
- Testifying at committee hearings
- Preparing support materials as necessary
- Scheduling meetings for town officials with House and Senate members, staff, and agency officials
- Providing written reports regularly throughout the legislative session and committee weeks

The joint venture partnership will be available for virtual meetings and teleconferences as necessary, and will appear before the council, before and following the 2025 legislative session, to provide a report.

Recommendation: Staff recommends Council approval of Resolution 2025-78 approving the contract with Ronald L. Book, P.A. and the Pittman Law Group for lobbying and government affairs consulting services for the 2026 legislative session at a cost of \$65,000 plus out of pocket expenses of up to \$5,000.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-78

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH RONALD L. BOOK, P.A., AND THE PITTMAN LAW GROUP FOR LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a lobbyist for various matters; and

WHEREAS, the Town has an existing contract with Ronald L. Book, P.A. and the Pittman Law Group, Inc. (“Lobbyist”) for such purposes; and

WHEREAS, the Town the Lobbyist have agreed to enter into a new contract to cover the upcoming Legislative session to address changes in law and the cost for services; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Lobbying and Consulting Services Agreement.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with Ronald L. Book, P.A., and Pittman Law Group attached hereto.

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

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

[THE REMINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 7th DAY OF OCTOBER, 2025.**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

**LOBBYING AND CONSULTING SERVICES AGREEMENT
BETWEEN RONALD L. BOOK, P.A.
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is entered into between The Town of Loxahatchee Groves, Florida (“Town”) and Ronald L. Book, P.A. and its subcontractor, Pittman Law Group (collectively “Lobbyist/Consultant”). Town agrees to retain Lobbyist/Consultant and Lobbyist/Consultant agrees to provide professional services to Town as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.
2. **TERM.** The initial term of this Agreement is for the 2026 Legislative session, beginning on October 1, 2025 and ending on September 30, 2026, unless earlier terminated or extended by written agreement of the parties as set forth herein.

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

Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant’s request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant’s failure to perform was without its or its subconsultants’ fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town’s rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

3. **SERVICES AND COMPENSATION.** Lobbyist/Consultant shall provide governmental lobbying/consulting services to Town as set forth in Exhibit “A”. Lobbyist/Consultant’s compensation for this Agreement shall be \$65,000.00 paid in monthly installments of \$5416.66, payable by Town beginning on October 1, 2025, and continuing monthly thereafter, due on the first day of each successive month of this Agreement. Lobbyist/Consultant may also submit for reimbursement of reasonably expended pre-approved out of pocket expenses such as travel, lodging and meals, which shall not exceed

a total of \$5,000.00 for the entirety of the term of the Agreement.

4. **WARRANTY/GUARANTEE.** The Consultant warrants that the services provided under this Agreement will be performed to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The Town shall not be responsible for the payment of any costs or fees incurred by the Consultant for the Consultant's correction of any errors in the services performed. Promptly after receipt of notice from the Town, the Consultant shall correct all defective services and/or perform such services again at no additional expense to the Town.
5. **NO CONFLICTS OF INTEREST.** Lobbyist/Consultant agrees to devote an appropriate amount of time and attention to the Town's business. During the term of this Agreement, Lobbyist/Consultant shall not engage in any other business activity which does pose a conflict of interest between the other business activity and Town's interests or Lobbyist/Consultant's representation of the Town, regardless of whether it is pursued for gain or profit, without Town's express written consent.
6. **WORKING FACILITIES AND COSTS.** The Lobbyist/Consultant shall provide its own office and other facilities and support services. Beyond the compensation described above, Town is not responsible for any expenses or costs incurred by Lobbyist/Consultant without Town's advance written consent.
7. **WAIVER OF BREACH.** Town's waiver of a breach of any provision of this Agreement by Lobbyist/Consultant shall not operate or be construed as a waiver of any subsequent breach by Lobbyist/Consultant. No waiver shall be valid unless in writing and signed by an authorized officer of Town.
8. **ASSIGNMENT.** Lobbyist/Consultant acknowledges and agrees that its services are unique and personal. Accordingly, Lobbyist/Consultant may not assign its rights or delegate its duties or obligations under this Agreement.
9. **INDEPENDENT CONTRACTOR.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.
10. **INDEMNIFICATION.** The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This

includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

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

12. **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.
13. **PERSONNEL.** The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.
14. **SUBCONSULTANTS.** The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.
15. **ETHICAL AND LEGAL CONSIDERATIONS.** Lobbyist/Consultant agrees to comply with all applicable local, state and federal laws, rule and regulations in its services to Town under this Agreement, including but not limited to obtaining all needed registrations and permits to engage in the services to be performed pursuant to this Agreement.

16. **SUCCESSORS AND ASSIGNMENT.** The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.
17. **EQUAL OPPORTUNITY EMPLOYMENT.** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.
18. **COMPLIANCE WITH LAWS.** The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, rules and regulations including all Codes and Ordinances of the Town as amended from time to time.
19. **ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs except as required by law or by order of a court with jurisdiction.
20. **AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.
21. **ENTIRE AGREEMENT.** The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
22. **HEADINGS.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

23. **TERMINATION AND RENEWAL.** This Agreement may be terminated, with or without cause, by the Town upon 30 days written notice to Lobbyist/Consultant. During the initial term Lobbyist/Consultant may only be able to terminate this Agreement if the Town has breached a provision. Prior to or at the expiration of the initial term, the parties may renew this Agreement for annual terms, which renewal may thereafter be terminated by either party upon providing thirty days' written notice of termination to the other party. The renewal of this Agreement must be by written amendment signed by both parties.
24. **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.
25. **PUBLIC ENTITY CRIMES.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.
26. **PALM BEACH COUNTY IG.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.
27. **PUBLIC RECORDS.** The Lobbyist/Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under Section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE LOBBYIST/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOBBYIST/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F. Road, Loxahatchee Groves, FL 33470.

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

TOWN:

Town of Loxahatchee Groves
 Attention: Town Manager
 155 F Road
 Loxahatchee Groves, Florida 33470

LOBBYIST/CONSULTANT:

Ronald L. Book, P.A.
 Presidential Circle
 4000 Hollywood Boulevard, Suite 677-S
 Hollywood, Florida 33021

29. **FISCAL NON-FUNDING.** In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the Lobbyist/Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Town. The Lobbyist/Consultant will be paid for all services rendered through the date of termination.
30. **PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.
31. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
32. **MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.
33. **LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Town Council.
34. **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.
35. **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.
36. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.
37. **AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and **Exhibit A** (Scope of Services). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the

Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

38. **OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products of the Consultant shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.
39. **REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.
40. **APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL.** The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**
41. **REMEDIES.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
42. **SCRUTINIZED COMPANIES.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the Consultant certifies that Consultant and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that Consultant and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if

the Consultant is 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 Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

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

43. **E-VERIFY** Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' new employees.
 - b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
 - c. Maintain copies of all subconsultant affidavits for the duration of this Agreement.
 - d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
 - e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 - f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town because of termination of this Agreement.
44. **PROHIBITED PREFERENCES.** Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.
45. **HUMAN TRAFFICKING.** Consultant, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
46. **NO LIEN RIGHTS** The Consultant and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.
47. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party");

provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

48. **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.

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

LOBBYIST/CONSULTANT: RONALD L. BOOK, P.A.

By: _____
Ronald L. Book

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2025 by Ronald L. Book, of Ronald L. Book, P.A., a professional association, and ___ who is personally known to me or ___ who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind, Ronald L. Book, P.A. and Pittman Law Group to the same.

Notary Public _____
Print Name: _____
My commission expires: _____

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT “A”
Scope of Work



VIA EMAIL

September 29, 2025

Ms. Francine Ramaglia
Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Dear Francine:

We want to thank you and the Town Council for again giving our firm, together with our subcontractor, Pittman Law Group, (referred to as “joint venture partnership,”) the opportunity to represent the Town of Loxahatchee Groves at the State Capitol.

The goal of this representation is to provide state legislative and executive branch lobbying services to the Town of Loxahatchee Groves, specifically focused on appropriations and economic development matters, for programs and projects that specifically benefit the Town, including securing appropriations for Town projects and securing executive approval of projects.

It is the responsibility of our joint venture partnership to provide traditional lobbying services in furtherance of the stated Town priorities. Traditional lobbying services includes, but is not limited to, lobbying members of the Florida Legislature, Legislative staff, and Executive Branch officials and staff. Duties include, but are not limited to the following:

- Attending pertinent committee meetings
- Drafting and preparing appropriations request applications and supporting documents
- Identifying legislative champions for Town projects
- Testifying at committee hearings
- Preparing support materials as necessary
- Scheduling meetings for Town officials with House and Senate members, staff, and agency officials
- Providing written reports regularly throughout the legislative session and committee weeks

The joint venture partnership will make ourselves available for virtual meetings and teleconferences as necessary, and will appear before the council, following the 2026 legislative session, to provide a report. It will be your responsibility to fully educate us on the Town of Loxahatchee Groves and its needs, providing all necessary and pertinent information to support the requests, including collateral materials that may be required by legislators, legislative or executive branch staff. It is understood that it may be necessary for you to attend legislative committee hearings, and meetings with legislators, legislative staff, and executive branch officials and staff, and you agree to make yourself available for said meetings with reasonable notice.

REPLY TO:

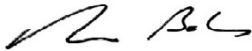
- ☐ 4000 Hollywood Boulevard, Suite 677-S - Telephone (305) 935-1866
- ☐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

It is understood that this agreement is for the 2026 Legislative Session, to include all interim committee hearings and the Governor's review period for any approved appropriations projects.

In exchange for his representation, you agree to compensate the joint venture partnership with a retainer of \$65,000.00, which is payable to Ronald L. Book, P.A. in monthly installments of \$5,4166.66 and requires reimbursement of any reasonably expended out-of-pocket expenses such travel, lodging, and meals. For purposes of clarity, my firm does not bill for incidental expenses such as parking, courier services, copying, etc., all of that is assumed within the agreement. Costs are prorated and will be invoiced monthly and are limited to no more than \$5,000.00, for the term of this agreement.

Our firm will work aggressively not only to secure funding for town priorities, but to also secure executive approval. This agreement expires after a period of 12 months, and the first payment is due upon execution. It is renewable upon mutual agreement of the parties.

Again, thank you for this opportunity. Assuming this meets with our mutual understanding, please sign, and return this agreement to our office at your earliest convenience.



Ronald L. Book
Ronald L. Book, P.A.

Ms. Francine Ramaglia, Town Manager
Town of Loxahatchee Groves

CC: Sean Pittman
Kelly Mallette

RLB: BM



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: October 7, 2025

SUBJECT: Resolution No. 2025-79 – Designating the Acting Town Manager

Background:

Section 4(3)(c) of the Charter of the Town of Loxahatchee Groves (“Town Charter”) provides that the Town Council may, by resolution, designate a properly qualified person to temporarily execute the functions of town manager during the absence or disability of the town manager. The current Town Manager Contract acknowledges that due to modern technology every physical absence from the office does not necessitate the appointment of an “acting town manager” as managerial duties including the attendance at meetings and execution of documents can be done remotely. The proposed resolution mirrors the contractual language providing for the Manager to designate someone to manage the office and not necessarily assume the role of “acting town manager” for short term absences.

For longer terms of absence or unavailability when the Town Manager cannot fulfill the responsibilities of the position the Resolution exercises Town Council Charter function of designating person(s) who may fill the position of “acting town manager” during the course of the upcoming fiscal year. The Town Council finds it is in the best interest of the Town of Loxahatchee Groves to make this designation as follows in the absence of the manager: Town Clerk and Community Standards Director.

Recommendation:

Motion to approve *Resolution No. 2025-79*.

RESOLUTION NO. 2025-79**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE ACTING TOWN MANAGER AS CONTEMPLATED IN SECTION 4(3)(C) OF THE TOWN CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 4(3)(c) of the Charter of the Town of Loxahatchee Groves (“Town Charter”) provides that the Town Council may, by resolution, designate a properly qualified person to temporarily execute the functions of town manager during the absence or disability of the town manager; and

WHEREAS, the Town Council acknowledges in accordance with the Town Manager’s Contract that when the Town Manager is temporarily away from the office due to vacation, illness, travel, or other short-term leave, she may appoint a Town staff member to manage the staff in her absence; and

WHEREAS, the Town Manager’s short-term designation does not override the Town Charter, which requires Town Council approval for appointing an Acting or Interim Town Manager during a vacancy or extended absence. It is only meant to ensure day-to-day operations continue smoothly during brief absences. Technology allows the Town Manager to be present for meetings by video or phone, sign documents electronically, and otherwise participate in day-to-day operations through electronic communication, so that operations to not necessitate physical presence or trigger the necessity of the Town Council’s appointment of an Acting or Interim Town Manager, for short term absences from the physical offices at Town Hall in Loxahatchee Groves, Florida.

WHEREAS, the Town Council desires to designate such person(s) who may fill this position of “acting town manager” when the Town Manager is absent or unavailable for a more extensive period of time during the fiscal year; and

WHEREAS, the Town Manager shall endeavor to inform the Town Council of circumstances wherein she will unavailable or unable to fulfill the responsibilities and obligations of the Town Manager and there is a need for the appointment of an “acting town manager”

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to make this designation.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby designates the following as eligible to fill the position of “acting town manager” to temporarily execute the functions of town manager during the absence, unavailability or disability of the town manager, as contemplated by the Town’s Charter, during the 2025-2026 fiscal year. This list is in priority order, with the individuals lower on the list being ineligible to fill the position if the individual(s) higher on the list are available.

- Town Clerk
- Community Standards Director

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF OCTOBER, 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of the Town of Loxahatchee Groves

FROM: Valerie E. Oakes, Town Clerk

DATE: October 7, 2025

SUBJECT: Approval of Piggyback Agreement for Document and Media Scanning Services with Advanced Data Solutions, Inc. via Resolution No. 2025-80.

Background:

During the FY25–26 budget season, the Town Council reviewed and approved funding for a comprehensive records management project to transition the Town’s records into a digital platform. This project is intended to modernize the Town’s records management processes, streamline access to information, and ensure compliance with public records requirements.

To implement this initiative, staff recommends approval of a piggyback agreement under the City of Fort Lauderdale’s competitively procured Service Agreement for Document and Media Scanning Services (Solicitation No. 12696-535). This contract was awarded to Advanced Data Solutions, Inc., a Florida-based provider specializing in large-scale document imaging, indexing, media conversion, and cloud-based records solutions.

Scope of Services

Under the piggyback agreement, Advanced Data Solutions, Inc. will provide the following services:

- Scanning, indexing, imaging, and media conversion of the Town’s records;
- Secure digitization of backfile records and ongoing records management support;
- Licensing and implementation of the Laserfiche® Cloud Business Tier Solution, which includes automated workflows, forms processing, Microsoft 365 integration, audit trails, and public portal access.

These services will enable the Town to establish a digital records repository with enhanced searchability, secure access, and the ability to automate routine processes.



155 F Road Loxahatchee Groves, FL 33470

Fiscal Impact

The approximate project cost of \$90,000.00 was included and approved as part of the FY25–26 budget. The pricing sheet has been included; however, the actual cost depends on the quantity of materials scanned and indexed. The Laserfiche® Cloud licensing is structured as a subscription service, supplemented by professional services for configuration, implementation, and training. This expenditure is consistent with the Town's long-term records management and technology modernization goals.

Requested Action

Staff respectfully requests that the Town Council:

1. Approve the piggyback agreement under the City of Fort Lauderdale's contract with Advanced Data Solutions, Inc. for document and media scanning services;
2. Authorize execution of the associated service agreement, including licensing and implementation of the Laserfiche® Cloud Solution; and
3. Direct staff to commence implementation of the digital records project.

Recommendation:

Council to make a motion to approve ***Resolution No. 2025-80.***

RESOLUTION NO. 2025-80

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT UNDER THE CITY OF FORT LAUDERDALE CONTRACT WITH ADVANCED DATA SOLUTIONS, INC. FOR DOCUMENT AND MEDIA SCANNING, INDEXING, IMAGING, AND MEDIA CONVERSION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT, INCLUDING LICENSING AND IMPLEMENTATION OF THE LASERFICHE® CLOUD SOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) has identified the need to modernize its records management system and transition to a digital platform to improve efficiency, compliance, and public accessibility; and

WHEREAS, funding for the records management project, including digital records conversion and implementation of a cloud-based solution, was reviewed and approved by the Town Council as part of the Fiscal Year 2025–2026 budget; and

WHEREAS, the City of Fort Lauderdale competitively procured Solicitation No. 12696-535, Document and Media Scanning Services, and entered into an agreement with Advanced Data Solutions, Inc., a qualified Florida corporation specializing in records scanning, indexing, imaging, and media conversion services; and

WHEREAS, the Town is authorized to “piggyback” onto the City of Fort Lauderdale’s competitively bid contract pursuant to Florida procurement law in order to obtain favorable pricing and services; and

WHEREAS, the scope of services to be provided under the piggyback agreement includes scanning, indexing, imaging, and conversion of Town records, as well as licensing and implementation of the Laserfiche® Cloud Business Tier Solution, which offers automation tools, workflow processes, and public access.

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

SECTION 1. The Town Council hereby approves the piggyback agreement under the City of Fort Lauderdale’s Service Agreement for Document and Media Scanning Services with Advanced Data Solutions, Inc.

SECTION 2. The Town Council authorizes the Mayor and/or Town Manager, or their designee, to execute the agreement and all necessary documents for licensing and implementation of the Laserfiche® Cloud Solution, consistent with the approved FY25–26 budget.

SECTION 3. The Town Clerk, in coordination with the Town Manager and staff, is directed to oversee the commencement of the digital records project upon execution of the agreement.

SECTION 4. This Resolution shall take effect immediately upon adoption.

[THIS PORTION INTENTIONALLY LEFT BLANK.]

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7TH DAY OF OCTOBER, 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

Purchasing Agreement Utilizing Other Governmental Entities Competitively Solicited with Advanced Data Solutions, Inc.

This Agreement for utilizing other governmental entities competitively solicited contract for document and media scanning services (“Agreement”) is made as of the ____ day of _____, 2025, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (“TOWN”), and Advanced Data Solutions, Inc, a Florida Corporation (“CONTRACTOR”) whose address and phone number are 141 Scarlet Boulevard, Suite A, Oldsmar, Florida 34677, Phone: 813-855-3545, Email: jcivale@adsus.net.

RECITALS

WHEREAS, the TOWN is in need of additional contractors to perform scanning, indexing, imaging and media conversion services (“SERVICES”) for the TOWN; and

WHEREAS, the City of Fort Lauderdale, Florida through its competitive selection process Solicitation No. 126955-355 awarded Service Agreement for Document and Media Scanning Services (Group 1 – Scanning, Indexing, Imaging and Media Conversion Services) CAM #23-0292 (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing, terms and conditions of the CONTRACT except as otherwise amended herein; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by utilizing the CONTRACT including all terms, conditions and pricing therein, as amended herein and as more fully set for in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract and Term.

A. The CONTRACT with the CONTRACTOR, attached hereto as **Exhibit A**, is hereby expressly made a part of this non-exclusive Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental

entity under the CONTRACT and all associated and applicable Contract Documents as defined therein, except as amended herein.

B. The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on April 28, 2026, with the option to extend the term for two (2) additional years one-year terms. In the event the City of Fort Lauderdale exercises its option to extend their CONTRACT for additional years, this Agreement's term shall be extended in accordance with the CONTRACT renewal.

3. Services. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions.

4.1 The Contract Documents for this Agreement are comprised of the following:

A. All written modifications and amendments hereto;

B. This Agreement, including Exhibits hereto;

C. CONTRACT (including the Solicitation, Contractors Proposal, Contract and Amendments).

4.2 The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

A. All written modifications and amendments hereto;

B. This Agreement, including Exhibits hereto;

C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. CONTRACTOR waives special, consequential and incidental damages for claims, disputes or any other matters in question arising out of or relating to this Agreement whether or not caused by the TOWN's negligence even if the parties have been advised of the possibility of such damages. **The TOWN will not expend more than the amount in the**

approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.

6. Miscellaneous Provisions.

6.1 Successors and Assigns: The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Insurance: CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance shall specifically name the TOWN as an additional insured as follows: "Town of Loxahatchee Groves, its officers, employees, agents, and representatives." Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

6.3 Headings, References, and Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

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

6.5 Entire Agreement: Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit

Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 Remedies: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now 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. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

6.8 Third Party Beneficiary Rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

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

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the

CONTRACTOR does not transfer the records to the TOWN.

- (d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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

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

6.13 Notices: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.14 Sales and Use Tax: The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for

materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

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

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement

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

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

6.18 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify and hold harmless the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all third-party claims, demands, damages, liens, fines, penalties, fees, judgements, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. CONTRACTOR shall provide Indemnitee with counsel in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. E-Verify: Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all new 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' new employees; 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";

- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

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

10. 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.

11. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

[The remainder of this page is intentionally left blank.]

Signature page follows.]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

Advanced Data Solutions, Inc.

[Corporate Seal]

By: _____
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of __ physical presence or __ online notarization this _____ day of _____, 20__ by _____ [individual's name] as _____ [title] of _____ [company], a corporation authorized to do business in the State of Florida, and __ who is personally known to me or __ who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT A
Fort Lauderdale Contract and Bid Solicitation

<https://www.fortlauderdale.gov/home/showpublisheddocument/78646/638340052462070000>

Conversion Services Pricing**City of Fort Lauderdale Contracted Prices**

Service	Description	Price
Scanning		
Smaller than 11" X 17"	Scanning 300 DPI to TIFF or PDF B/W	0.055 per image
Larger than 11" X 17"	Scanning 300 DPI to TIFF or PDF Color	0.4950 per image
Preparation		
Preparation	Doc Preparation	Included
Indexing		
Keystroke	Up to 30 Keystroke Per Document	0.00
Media		
	External Hard Drive (ADS Property to transport Images)	Included
Pickup and Delivery	Our company vans can hold 100 1.2 cubic boxes	Included
Destruction	Secure Shredding	Included

Department	Boxes	Cost per box utilizing prices above		Large Format
Building Plans	70 & 3 large w/plans	Index: Parcel and Permit #	\$150.00	\$10,800.00
Planning and Zoning	135 & 3 large w/plans	Index: Parcel and Permit #	\$150.00	\$20,550.00
Iron Mountain	119	Index: Parcel and Permit #	\$150.00	\$17,850.00
Code	8	Index: By folder and Tab	\$110.00	\$880.00
Public Works	50 & 11 lateral file drawers	Index: TBD	\$150.00	\$9,000.00
TOTAL				\$59,080.00



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Town Council

FROM: Caryn Gardner-Young, Community Standards Director

THRU: Francine Ramaglia, Town Manager

DATE: October 7, 2025

SUBJECT: Tree Mitigation Trust Fund – Ordinance No. 2025-10

Background:

Trees are an important part of our landscape. They provide privacy and shade, reduce glare, trap air-borne pollutants and generally make our environment a much more pleasant and healthful place in which to live. Shade trees cool our houses in the summer. In fact, on a hot summer day, a large healthy tree may transpire several hundred gallons of water, providing the combined cooling effect of several room-size air conditioners. These benefits can mean real cost savings for homeowners and businesses.

Article 85 in the Unified Land Development Code (ULDC) was adopted when the Town of Loxahatchee Groves (Town) was incorporated. Through Ordinance No. 2019-03, the Town repealed and adopted replacement landscaping regulations on July 9, 2019. When the ULDC was amended, it included mitigation procedures, based upon certain standards, for when trees are removed, however, there was no mention of a tree mitigation trust fund.

Although the intent of tree mitigation is for trees to be replaced onsite, there are circumstances when this is impossible. As a result, the Town would like to implement a Tree Mitigation Trust Fund which will authorize the collection of fees in lieu of mitigation for removal of certain trees within the Town. The intent is to maintain a flow of monies for the operation and implementation of projects related to the planting and promotion of trees in the Town. A copy of the proposed Ordinance addressing the appropriate uses for allocation and expenditure of monies of the Tree Mitigation Trust Fund is attached.

The Funds will be permitted to be used for the following uses:

- (1) Purchase and planting of native species trees; and palms.
- (2) Landscaping within public rights-of-way.
- (3) Offsetting costs of consultants involved in the identification of native and non-native species trees, review of permits and plans provided for under this article.
- (4) Obtaining and planting tree mitigation sites.

- (5) Obtaining conservation easements.
- (6) Funding additional landscaping on publicly owned property.
- (7) Obtaining and planting property for use as an arboretum or park.
- (8) Public education activities and events related to native tree and palm preservation and conservation.
- (9) Grant application expenses.
- (10) Staff training.
- (11) Mitigating effects of tree blight
- (12) Implementation of programs along the Town's canal to address polluting and to stabilize the canal
- (13) Tree giveaways
- (14) Signage along Town trails

The proposed uses have been updated per the Town Council's discussion at the September 3rd Town Council meeting. This matter was scheduled for discussion by the Planning and Zoning Board (Board) on Tuesday September 16th, but we were unable to obtain a quorum. At the September 16th meeting, the Town Council decided that there was no need for the Ordinance to be heard by the Board since the Town Council fully vetted the Ordinance language. In addition, the Town Council considered the Ordinance and any changes requested are reflected in the proposed Ordinance. On September 16th on a Motion by Council Member McLendon and seconded by Vice Mayor Herzog, the Town Council approved unanimously Ordinance 2025-10 with changes as noted.

Recommendations:

Discussion and adoption of **Ordinance No. 2025-10** on second reading which establishes and clarifies the appropriate uses for the allocation and expenditure of monies within the Tree Mitigation Trust Fund.

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 87 “NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL” OF PART III “SUPPLEMENTAL REGULATIONS” OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY ENACTING SECTION 87-065 “TREE MITIGATION TRUST FUND” TO PROVIDE THE PURPOSES FOR WHICH THE TREE MITIGATION TRUST FUND CAN BE ALLOCATED AND EXPENDED; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Article 87 of the Unified Land Development Code (ULDC) had established a Tree Mitigation Trust Fund authorizing the collection of cash donations to mitigate the removal of native trees from development sites in lieu or in combination with tree replacement requirements; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to establish and clarify the appropriate uses for the allocation and expenditure of monies within the Tree Mitigation Trust Fund; and

WHEREAS, the Town Council finds the adoption of this Ordinance serves a public purpose and is in the best interest of the Town.

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

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. The Town Council for the Town of Loxahatchee Groves hereby enacts Section 87-065 “Tree Mitigation Trust Fund” amending Article 87 “Native Tree Preservation and Invasive Exotic Removal” Part III “Supplemental Regulations” of the ULDC to read as follows:

Section 87-065. – Tree Mitigation Trust Fund.

The provisions of this Article 87 “Native Tree Preservation and Invasive Exotic Removal” established and provided for the collection of monies into the Loxahatchee Groves Tree Mitigation Trust Fund.

Ordinance No. 2025-10

- (A) Payments received for mitigation of tree and palm removal activities shall be paid into the Loxahatchee Groves Tree Mitigation Trust Fund.
- (B) Funds in the Loxahatchee Groves Tree Mitigation Trust Fund may be used to pay for the following activities within the Town:
 1. Purchase and planting of native species trees; and palms.
 2. Landscaping within public rights-of-way.
 3. Offsetting costs of consultants involved in the identification of native and non-native species trees, review of permits and plans provided for under this article.
 4. Obtaining and planting tree mitigation sites.
 5. Obtaining conservation easements.
 6. Funding additional landscaping on publicly owned land
 7. Obtaining and planting property for use as an arboretum or park.
 8. Public education activities and events related to native tree and palm preservation and conservation.
 9. Grant application expenses.
 10. Staff training.
 11. Mitigating effects of tree blight
 12. Implementation of programs along the Town's canal banks to address polluting and to stabilize the canal
 13. Tree giveaways
 14. Signage along Town trails
- (C) At least once each fiscal year, the Town Manager shall present to the Town Council a report on funds held in the Loxahatchee Groves Tree Mitigation Trust Fund, including any accrued interest, and any proposed use thereof. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the trust fund until the next fiscal period.

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

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word

Ordinance No. 2025-10

"Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

Section 6: Effective Date. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 16th DAY OF SEPTEMBER, 2025.

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

VOTE

ANITA KANE, MAYOR

MARGARET HERZOG, VICE MAYOR

TODD MCLENDON, COUNCIL MEMBER

LISA EL-RAMEY, COUNCIL MEMBER

PAUL T. COLEMAN II, COUNCIL MEMBER

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 7th DAY OF OCTOBER, 2025.

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

Ordinance No. 2025-10

VOTE

ANITA KANE, MAYOR

MARGARET HERZOG, VICE MAYOR

TODD MCLENDON, COUNCIL MEMBER

LISA EL-RAMEY, COUNCIL MEMBER

PAUL T. COLEMAN II, COUNCIL MEMBER

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oaks, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Todd McLendon

Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul Coleman

TOWN OF LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470



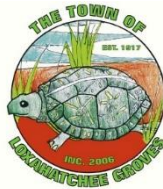
AGENDA ITEM MEMORANDUM

TO: Mayor and Councilmembers
FROM: Jeff Kurtz, Town Attorney
VIA: Francine L. Ramaglia, Town Manager
DATE: October 7, 2025
SUBJECT: Consideration of Approval of *Ordinance No. 2025-09* on Second Reading

Background:

The Town Attorney will provide the material under a separate cover.

TOWN OF LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470



AGENDA ITEM MEMORANDUM

TO: Mayor and Councilmembers
FROM: Jeff Kurtz, Town Attorney
VIA: Francine L. Ramaglia, Town Manager
DATE: October 7, 2025
SUBJECT: Approval of Local Bill regarding Fireworks Legislation

Background:

The Town Attorney will provide the material under a separate cover.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: October 7, 2025
SUBJECT: Report on Opioid Settlement from Town Attorney Kurtz

Background:

An update will be provided by the Town Attorney.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of the Town of Loxahatchee Groves

FROM: Jeff Kurtz, Town Attorney and Valerie Oakes, Town Clerk

DATE: October 7, 2025

SUBJECT: Review of CivicPlus Master Agreement, Sub-Contracts, and Related Services

Background:

In 2019, the Town Council approved a Master Agreement with CivicPlus for the provision of website services, digital communications, and related products. Since that time, CivicPlus has expanded its offerings to the Town through additional services and sub-contracts. As part of my office's due diligence, I am conducting a comprehensive legal and contractual audit of the Town's relationship with CivicPlus. This audit will include the review of all sub-contracts, amendments, renewals, and add-ons entered into since 2019.

While the broader audit is underway, staff and I are bringing forward for immediate Council consideration the purchase of ArchiveSocial and CivicSend through a promotional bundle being offered by CivicPlus.

- ArchiveSocial: Provides a public-facing portal that displays the Town's social media archive search interface directly on the Town's website. This tool supports compliance with Chapter 119, Florida Statutes (Public Records Law), which requires the Town to preserve and make accessible social media records.
- CivicSend: Integrates with the existing NotifyMe subscriber groups to allow staff to create and distribute newsletters. This product enhances transparency and communication with residents, which has been a priority for both the Town Council and staff.

Bundle Details:

- Promotional bundle cost: \$6,837.40 (to be invoiced at signing).
- Includes CivicSend at no additional cost through June 12, 2026, resulting in approximately \$1,700 in savings.



155 F Road Loxahatchee Groves, FL 33470

- After the initial term, annual costs for ArchiveSocial and CivicSend will be incorporated into the Town's website renewal invoice beginning June 13, 2026.
- CivicPlus requires approval of this purchase by October 8, 2025 to secure the promotional pricing.

Additional CivicPlus Service – Legal Advertisements

CivicPlus provides legal advertisement hosting services for Palm Beach County. This service is available to the Town at an estimated annual cost of approximately \$5,000, representing a potential reduction in legal advertising expenditures and overall cost savings for the Town.

This feature would allow the Town to post legal advertisements and public notices directly to the County's website in compliance with Chapter 50, Florida Statutes (Legal Advertisements and Public Notices). By adopting this platform, the Town could discontinue publishing legal notices in the *Palm Beach Post* except where state law specifically requires newspaper publication (e.g., TRIM notices, election-related notices).

We are evaluating the cost recovery versus expenses associated with the Town's legal advertising costs over the past three fiscal years, and we will provide more information at the meeting if this is a service that we want to utilize.

Requested Action

1. Acknowledge that the Town Attorney is conducting a full review and audit of the CivicPlus Master Agreement and all related sub-contracts.
2. Consider and approve the promotional bundle purchase of ArchiveSocial and CivicSend at the cost of \$6,837.40, with the understanding that CivicSend will be free through June 12, 2026.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of the Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: October 7, 2025

SUBJECT: Discussion on Town Council Rules of Procedures on Public Comments

Background:

At a recent Town Council meeting, an issue arose regarding the receipt of an email related to an agenda item. The email, submitted by a resident, did not expressly request that it not be read into the record, which caused concern when the resident became upset that their comments were acknowledged (although not read) during the meeting.

As a result, Councilmember Coleman requested that the Town Council Rules and Procedures be placed on the agenda for review. The intent is to clarify and, if necessary, update the policies regarding public comment, including the receipt, acknowledgment, and handling of written submissions.

To provide additional context, staff surveyed the following municipalities: Westlake, West Palm Beach, Greenacres, Boynton Beach, and Lake Park.

Their responses are summarized below.

SURVEY FINDINGS:

Q1. Does the municipality hold a Community Discussion with residents to discuss any topic or express concerns?

- Boynton Beach – No
- Greenacres – No
- Lake Park – No discussion; residents may call, or email elected officials.
- West Palm Beach – No
- Westlake – No

Q2. Does the municipality allow 3 minutes for public comments on non-agenda items?

- Boynton Beach – Yes (separate Public Comment section for non-agenda items)
- Greenacres – Yes
- Lake Park – See resolution.
- West Palm Beach – Yes
- Westlake – Yes



155 F Road Loxahatchee Groves, FL 33470

Q3. Does the municipality allow 3 minutes for public comments on each agenda item?

- Boynton Beach – No (only Public Hearing items).
- Greenacres – Allowed at beginning of meeting, not item-by-item unless Public Hearing.
- Lake Park – See resolution.
- West Palm Beach – Yes.
- Westlake – See resolution.

Q4. Do you have a Policy for written communications if a resident cannot attend a meeting?

- Boynton Beach – May email the Town Clerk, which is forwarded for informational purposes to the Town Commission unless Mayor/Commission requests reading.
- Greenacres – No. May at times distribute via email.
- Lake Park – Mayor may choose to recognize written comments as if presented in person; Clerk does not read aloud.
- West Palm Beach – Written communications affixed to a Public Comment Card and read by Mayor.
- Westlake – No provisions for written comment submissions.

Q5. Authority to withhold inflammatory communications from record

- Boynton Beach – Clerk generally does not read communications into record.
- Greenacres – Decorum policy governs behavior - see resolution.
- Lake Park – Communications not read by Clerk; left to the Mayor's discretion; civility ordinance in place.
- West Palm Beach – At the Mayor's discretion.
- Westlake – See resolution.

RECOMMENDATION:

Based on survey findings and consistent practices among neighboring municipalities, staff recommends:

1. **Community Discussion** – Move this portion of the agenda under Public Comments on Non-Agenda Items to maintain consistency and clarity.
2. **Written Comments** – No longer accept written comments to be read into the record by the Town Clerk. If written comments are received, they will be distributed to the Town Council but not read aloud during the meeting.
3. **Public Engagement** – Encourage residents and stakeholders to attend meetings in person, participate during the designated public comment periods, or communicate directly with elected officials via phone, email, or appointment.

ATTACHMENTS:

- Town Council Rules and Procedures
- Supporting Resolutions / Policies from responding municipalities

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-20**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING REVISIONS TO THE TOWN COUNCIL RULES OF ORDER AND PROCEDURE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, Section 5 of Charter of the Town of Loxahatchee Groves, Florida, authorizes the Town Council to determine times and places and its own rules and order of business for the conduct of meetings of the Town Council; and

WHEREAS, by Ordinance No. 2008-04, the Town Council adopted, in pertinent part, Sec. 2-22, Special meetings of Town Council and Sec. 2-23, Town Council meetings generally into its Code of Ordinances setting forth some time, place, rules, and order provisions for meetings of the Town Council; and

WHEREAS, in Resolution No. 2019-65, the Town Council repealed Administrative Policy 3-13 and adopted in its place certain rules of order and procedure for meetings of the Town Council; and

WHEREAS, the Town Council has determined that the aforementioned rules of order and procedure should be revised to promote the orderly and efficient conduct of meetings; and

WHEREAS, the Town Council has determined that the Town Council Rules of Order and Procedure adopted by Resolution No. 2019-65 should be repealed and replaced with those in the attached Exhibit "A."

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

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

Section 2. The Town Council hereby adopts the Town Council Rules of Order and Procedure attached hereto as Exhibit “A”, as supplemental to the rules and procedures in Sec. 2-22 and 2-23 of the Code of Ordinances.

Section 3. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

Section 5. This Resolution shall take effect upon its adoption.

Councilmember Danowski offered the foregoing resolution. Councilmember

Maniglia seconded the motion, and upon being put to a vote, the vote was as follows:

[Remainder of the page intentionally blank.]

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
<u>Anita Kane</u> , MAYOR	☒	☐	☐
<u>Marg Herzog</u> , VICE MAYOR	☒	☐	☐
<u>Laura Danowski</u> , COUNCILMEMBER	☒	☐	☐
<u>Philis Mariglia</u> , COUNCILMEMBER	☒	☐	☐
<u>Robert Shorr</u> , COUNCILMEMBER	☒	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 2 DAY OF JULY 2024.

ATTEST:

Valerie Oakes
Town Clerk

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Anita Kane
Mayor

Margaret Herzog
Vice Mayor

Laura Danowski
Councilmember LAURA DANOWSKI

Philis Mariglia
Councilmember

Robert Shorr
Councilmember Robert Shorr

APPROVED AS TO LEGAL FORM:

[Signature]
Office of the Town Attorney

Exhibit "A"
to Resolution No. 2024-20

[Remainder of the page intentionally blank.]

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL RULES OF ORDER AND PROCEDURE Adopted July 2, 2024, via Resolution 2024-20

Rule 1. Public Meetings.

- 1.1 All Town Council meetings shall be open to the public except as otherwise provided by law.

Rule 2. Regular Meetings.

- 2.1 The Town Council shall meet the first Tuesday of each month at 7 6:30 p.m. in Town Hall. ~~The meeting shall not be continued to the next day except due to special circumstances or an emergency.~~ This date may be changed from time to time as needed by a majority vote of the Town Council. In order to continue a meeting beyond 10:30 p.m. ~~a majority of the Council must approve by vote and to continue the meeting for each ½ hour thereafter must be approved by a majority of the Council.~~ Agenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.
- 2.2 The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law.

Rule 3. Special Meetings

- 3.1 A Special Meeting may be called by the Mayor or a majority of the Town Council as necessary. The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law. Such notification shall be given no less than 72 hours before commencement of the special meeting and shall state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests a special meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if a special meeting should be scheduled.**
- 3.2 The Mayor, Town Manager, or a majority of the Council Members may call an Emergency Town Council meeting when a sudden, urgent event or situation arises necessitating immediate action and judgment. The Town Clerk or designee shall post the agenda and notify each Town Council Member, the Town Manager, and Town Attorney immediately. Such notification shall be given as soon as practicable before commencement of the meeting and shall

state the time, place, and subject of the meeting. In the event a Council Member, preferable in writing, requests an emergency meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if an emergency meeting should be scheduled.

Rule 4. Adjourned Meeting A Town Council session may be adjourned or continued from day to day or for more than one day, but the adjournment shall not be extended beyond the next regular meeting.

Rule 5. Presiding Officer

- 5.1 The Mayor shall preside at Town Council meetings and shall be recognized as head of the Town government for ceremonial purposes and by the Governor for martial law purposes.
- 5.2 The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and if a vacancy in the office of the mayor occurs, shall become interim Mayor until a Mayor is selected by a majority vote of the Council at the next regular council meeting.
- 5.3 In the absence of the Mayor and Vice-Mayor the Council member with the most seniority shall act as the Presiding Officer. In the event there is more than one Council member with the most seniority the Council members shall select the Presiding Officer.

Rule 6. Corporate Seal The duly appointed Town Clerk shall keep in custody the Town's corporate seal and ensure its proper and lawful use on behalf of the Town. No person shall use the Town Seal for a purpose other than official Town business.

Rule 7. Presentations & Public Comment

- 7.1 Town Council meetings are business meetings of the Council and the right to limit discussion rests with the Council.
- 7.2 Except as otherwise set forth in these Rules, persons who make a presentation to the Town Council must limit the duration of their presentation to 15 minutes. Exceptions may be granted by the Presiding Officer.
- 7.3 Public Comments made by a member of the public will be limited to one time per subject matter for a total of three minutes. Exceptions may be granted by the Presiding Officer. Individuals addressing the Council on the same topic as an individual who has already spoken should attempt to provide new information and not repeat the comments of the previous speakers. Where possible, individual grievances should first be taken up with Town Staff before comments are made at a Town Council meeting. Persons desiring to speak on a topic shall submit a comment card to the Town Clerk. In the alternative, Public

Comments may be sent in writing to the Town Clerk. Written Public Comments received by the Town Clerk by noon the day of the meeting will be made part of the record of the meeting. Written Public Comments received by the Town Clerk will not be read aloud during the meeting. Written Public Comments may be read aloud by another member of the public and may not exceed the length of the comment but in no case longer than three (3) minutes provided that any individual may only read written Public Comments for one (1) other person and the written Public Comments must be provided to the Town Clerk by noon the day of the meeting, which must list the proxy at the meeting to become part of the record of the meeting. All Public Comments will be directed to the Mayor. The Mayor reserves the right to stop comments aimed at individual councilmembers and/or staff as well as inflammatory comments and/or repetitive comments from the Public and/or Councilmembers. The Mayor will invite a staff member or others (including Councilmembers) to respond, if necessary and at his/her sole discretion.

- 7.4 The Town Council may withhold comment or direct the Town Manager to take action on requests or comments.
- 7.5 Each person addressing the Council shall step up to the podium and state his/her name and address in an audible tone of voice for the record. It is preferred that each person also state his/her address. All public comments must be addressed to the Council as a body and not to individuals. Personal verbal attacks upon Council members, staff, and/or members of the public will not be tolerated. Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks or who becomes boisterous or disruptive while addressing the Council shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Council is granted by a majority vote of the Council members present.
- 7.6 Each person addressing the Council should refrain from advocating the election or defeat of a candidate for public office of the Town, either partisan or non-partisan: (1.) through the use of words, dates, signs, and/or props that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 8. Decorum and Order

- 8.1 The presiding officer shall preserve decorum and order and decide all questions of order subject to the Council's appeal.
- 8.2 During all meetings of the Town Council, Council members must preserve order and decorum and a Council member shall neither by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council nor disturb any Council member while speaking, or refuse to obey the rules of the Council or its Presiding Officer, except as otherwise provided herein.

- 8.3 No member of the public shall, during a Council meeting, make or cause to be made any disruptive noise or sound, or display any sign or graphic material of any kind in the Council Chambers, except in connection with a presentation made to the Council by a speaker at the podium.
- 8.4 The presiding officer shall have the authority to recess a meeting in order to re-establish the decorum of the meeting.
- 8.5 The Town Council is committed to maintaining civility in public and political discourse and expects the public to do the same. All comments by members of the Council, advisory board members, staff, and/or the public shall respect the right of all citizens in our community to hold different opinions; avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours; strive to understand differing perspectives; be truthful, not accusatory and avoid distortion; and avoid violence, prejudice and incivility towards citizens, employees, and officials of the Town of Loxahatchee Groves.
- 8.6 If it becomes necessary, the Presiding Officer may recuse the meeting in order to restore decorum and may request the Sheriff's Office assist in maintaining order and decorum at the meeting.

Rule 9. Rules of Debate

- 9.1 Sequence of Debate: With the exception of quasi-judicial matters, items before the Town Council shall be commenced by presentation of the item by a staff member, followed by public comment on the item. Once the presiding officer closes public comment, he or she shall call for a motion and a second on the item and then open debate by the Council. Once debate has concluded on the item, the presiding officer shall call for a vote on the item. A roll call vote may be requested by any Council member on any item.
- 9.2 Presiding Officer May Move, Second & Debate: The Presiding Officer may make a motion or second on any item subject only to such limitations of debate as are imposed by these rules on all Council members and shall not be deprived of any of the rights and privileges of a Council member by reason of the Council member acting as the Presiding Officer.
- 9.3 Responsibility of Presiding Officer: The Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council. The Presiding Officer responsibility is to keep the subject clearly before the Council members, to rule out irrelevant discussion, and to restate the question whenever necessary.
- 9.4 All Members Shall Vote: No member of the Council who is present at any meeting of the Council at which an official decision, ruling or other official action

is to be taken or adopted may abstain from voting in regard to such decision, ruling or act and a vote shall be recorded or counted for each such member present, except when, with respect to any such Council member, there is a conflict of interest under the provisions of Chapter 112, Florida Statutes. In such cases, such Council member shall comply with the disclosure requirements of Section 112.313, Florida Statutes.

- 9.5 Getting the Floor; Improper References to be Avoided: Every Council member desiring to speak shall address the Presiding Officer and upon recognition by the Presiding Officer, shall confine comments to the item under debate, avoiding all personalities and indecorous language.
- 9.6 Interruptions: A Council member, once recognized, shall not be interrupted when speaking except to call the Council member to order or as herein otherwise provided. If a Council member while speaking is called to order, said Council member shall cease speaking until the question of order is determined, and if in order, the Council member shall be permitted to proceed.
- 9.7 Withdrawal of Motions: Any motion before the Council may be withdrawn at any time prior to a vote being taken thereon by the Council member making such motion, upon agreement by the Council member seconding said motion to withdraw the second.
- 9.8 Amending of Motions: At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Council shall at the conclusion of discussion, first vote on the amending motion and then vote upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in subparagraph 9.7 above.
- 9.9 Motion to Reconsider: A motion to reconsider any action taken by the Council may be made only during the meeting that such action was taken. Such motion must be made by one of the Council members on the prevailing side, but may be seconded by any Council member. The motion to reconsider may be made at any time and have precedence over all other motions. Nothing herein contained shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council. **If a meeting is continued to a second night, that is the next day, then this shall be deemed to be part of the initial meeting.**

Rule 10. Appointments to the Council and Boards & Committees

- 10.1 ~~Vacancies on the Town Council or any Board or Committee~~ of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit their name and qualifications ~~an application letter of interest and resume~~ to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine

whether or not the interested person is a qualified elector of the Town and submit that information to the Town Council.

- 10.2 To fill a vacancy on the Town Council, pursuant to Section 3.(4)(d)(1) of the Town Charter, the Town Council shall vote by ballot. The Town Clerk shall prepare the ballots, listing the qualified candidates that submitted a letter of interest and resume by the stated deadline. The Town Council may, by majority vote of the Council, change the voting process at any time.
- 10.3 Vacancies on any Board or Committee of the Town of Loxahatchee Groves shall be announced on the Town Council agenda; and on the Town website. All interested persons shall submit an application to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is eligible and qualified pursuant to the requirements of the Board or Committee and submit that information to the Town Council.
- 10.4 To fill a vacancy on any Board or Committee of the Town other than the Town Council, the Town Council shall vote on the appointment by motion and second.

Rule 11. Quorum A majority of the full Council shall constitute a quorum. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the Town Council. If no quorum exists within fifteen(15) minutes after the time designated for the meeting of the Council to commence or if a quorum is lost, the Mayor or the Vice Mayor or, in their absence, the Council Member with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.

Rule 12. Absent Member Participation by Telephone Conference

A member of the Town Council who is absent, with excuse, may participate and vote by telephone conference in a Council meeting where there is a physical quorum present at the physical meeting site and where the Council determines that extraordinary circumstances exist to justify the Council allowing the Member to participate by telephone. However, a Council member shall not be allowed to participate by phone in a quasi-judicial hearings.

Rule 13. Suspension and Amendment of these Rules

- 13.1 Suspension of Rules: Any provision of these rules not governed by the Town Charter or Town Code may be temporarily suspended by a vote of a majority of the Town Council.
- 13.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of the Town Council, provided that the proposed amendments or new rules shall have been introduced into the record.

Rule 14. Preparation/Delivery of Agenda The Town Manager, Town Clerk or designee shall prepare the agenda and make every effort to deliver a complete agenda

kit to the Council Members no later than 5 :00 P.M. on the Wednesday prior to the regular meeting. Agenda kits for special and emergency meetings will be distributed in as timely a manner as possible. The agenda, as well as lengthy reports and standard contracts that are part of the agenda's back-up documentation, shall be available for review in Town Administration.

Rule 15. Special Presentations This is the segment of the meeting where positive recognition is expressed. Proclamations are typically presented at the beginning of the meeting. Should a Council Member desire a proclamation that will be delivered elsewhere, it should be brought up under their comments for Council authorization. A proclamation should always "proclaim" a day, week, or month as something specific. Certificates of Appreciation and Commendation should be done when honoring an individual or accomplishment. Whenever practical, the use of certificates is encouraged.

Rule 16. Council Member Comments

- 16.1 The purpose of Council Member Comments is to promote the public discussion of matters relating to Town business and to encourage the dissemination of information. Any Council Member may submit reports and information on items relating to Town business. When possible, the other Council Members, the Town Manager, and the Town Attorney should receive such materials in advance. Council Members may also request the preparation of proclamations, resolutions, ordinances, reports, and other actions of the Council during this portion of the agenda, subject to majority consensus. All such requests shall be referred to the Manager or the Attorney, as appropriate.
- 16.2 Official actions may not be taken under Council Member Comments ~~comments in the case of an emergency or for other situations necessitating immediate action as may be determined by~~ other than by a majority of the Council to provide staff direction.
- 16.3 Council Members should refrain from advocating the election or defeat of a candidate for public office, either partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 17. Council Member Attendance at Other Meetings

- 17.1 Council Members may attend but may not speak at Town advisory board meetings.
- 17.2 Council Members may attend and speak at meetings of outside boards and committees. If speaking at such meetings, the Council Member speaks for Town Council and must accurately represent the position of Town Council and not that of the individual Council Member.

Adopted by Resolution 2024-20 on July 2, 2024.



CITY OF GREENACRES COUNCIL POLICY

Policy No.: 7
Issued: 04-01-97
Revised: 03-04-19

SUBJECT: Comments from the Public

REFERENCE: Section 286.0114, Florida Statutes
Article III, Section 2, City Charter
Article III, Section 7, City Charter
Resolution No. 95-20 - Ex-Parte Communications

PURPOSE: It is the purpose of this policy to encourage comments from the public at City Council meetings, as citizen's comments and feedback are essential to responsive and effective government. In this light, guidelines are hereby established which will encourage expeditious conduct of Council meetings and avoid repetitive or unnecessary comments.

POLICY: To encourage a concise, pertinent process of receiving comments from the public, the following guidelines are established for presentation of remarks at City Council meetings:

1. Citizens shall be permitted to appear before the City Council during the "Comments from the Public for Agenda Items Only" (including the Consent Agenda), Public Hearings (when applicable) and "Comments from the Public" portions of the agenda.
2. Each citizen is permitted a maximum of three (3) minutes for the presentation of comments. To avoid repetitive or unnecessary comments, a collective group of individuals may appoint one (1) spokesperson. All public comments must be addressed to the Council as a body and not individually to the Mayor, council members or staff members. Public comment should be received without response. If follow-up is desired as a result of a public comment received, the Council by consensus will direct the City Manager to provide follow-up. Discriminatory and vulgar remarks, and personal verbal attacks upon the Mayor, Council and/or staff will not be tolerated.
3. Comments may be made to the City Council either in person or in writing. Written comments must be received by 5:00pm the day of the City Council Meeting. No mechanical, audio or visual transmissions of comments will be allowed unless mandated by a disability. Any written or verbal communication received by the City Council, which relates to quasi-judicial actions pending before the City Council, shall be disclosed in accordance with Resolution No. 95-20.

4. Public comments not related to agenda items should pertain to policy issues only. Public comments pertaining to administrative matters should be referred directly to the City Manager. If the City Manager is unable to resolve the administrative matter, the matter(s) will be referred directly to the City Council.
5. In the event that more than ten (10) citizens appear before the City Council to make public comment, the City Clerk will inform them of the requirements to sign in prior to the beginning of the City Council meeting. The sign-in sheet for comments to be made during "Comments from the Public on Agenda Items Only" will close prior to the start of the City Council meeting and anyone interested in speaking during the "Comments from the Public" portion of the meeting must provide their information on the sign-in sheet prior to completion of the last regular agenda item. When a public hearing is scheduled to be held during a City Council meeting, those wishing to speak during the public hearing must sign in prior to the opening of the public hearing.

EFFECTIVE DATE:

This policy shall become effective immediately upon its adoption by the City Council.

Adopted on this 4th day of March, 2019.

VOTED

Joel Flores
Mayor

Paula Bousquet
Deputy Mayor

Attest:

Melody Larson
Acting City Clerk

John Tharp
Councilman, District I

Peter Noble
Councilman, District II

Judith Dugo
Councilwoman, District III

Jonathan Pearce
Councilman, District IV

Approved as to Form and Legal Sufficiency:

Glen Torcivia, City Attorney

RESOLUTION NO. 6, 2001

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A POLICY THAT ANY COMMENTS BE LIMITED TO THREE (3) MINUTES FOR ANY MEMBER OF THE PUBLIC WISHING TO SPEAK TO THE COMMISSION DURING A MEETING ON ANY TOPIC OR ITEM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission wishes to limit remarks made by the public in order to give each resident, board member, concerned party, etc. equal time to speak on any subject matter they are to consider which is before them; or who wishes to speak on an item not on the agenda, to ensure equal representation for all.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

SECTION I

The Commission of the Town of Lake Park, Florida, adopts a policy that any comments be limited to three (3) minutes for each member of the public wishing to speak to the Commission during a meeting on any topic or item.

SECTION II

This resolution shall take effect immediately upon adoption by the Town Commission.



READ AND ADOPTED THIS 21st DAY OF FEBRUARY, 2001.

Walter D. Wagon
Mayor

Mary Warkoff
Town Clerk

RESOLUTION 01-2016

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ADOPTING RULES OF CITY COUNCIL, PROVIDING FOR DEFINITIONS, PROVIDING FOR MEETING DAYS, TIME AND LOCATION, PROVIDING RULES FOR THE CONDUCT OF THE PUBLIC BUSINESS MEETINGS, AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council for the City of Westlake, Florida, was created on June 20, 2016, as the Supervisor of Elections, certified the election results of the referendum elections for the Seminole Improvement District election to convert and incorporate into the City of Westlake; and

Whereas, the City Council for the City of Westlake, Florida, will adopt policies, rules and guidelines for the operation of business activities for the City of Westlake, which business activities will be open to the public and will provide for public input and participation in the conduct of official City business; and

Whereas, the Rules of Council will provide notice to the public as to the day, time and location of future City Council meetings for the public's engagement in its local government's decision making process; and

Whereas, the adoption of rules, policies and guidelines are necessary for the orderly conduct of the business meetings of the City, the City Council for the City of Westlake, adopts the Rules of Council attached hereto as Exhibit "A".

NOW THEREFORE, be it resolved by the City Council for the City of Westlake, Florida as follows:

Section 1: The City Council for the City of Westlake adopts the Rules of Council as attached hereto as Exhibit "A".

Section 2: The City Council for the City of Westlake and the members of the public shall abide by the Rules of Council for the conduct of business meetings of the City as set forth herein and as may be amended from time to time, by the City Council for the City of Westlake.

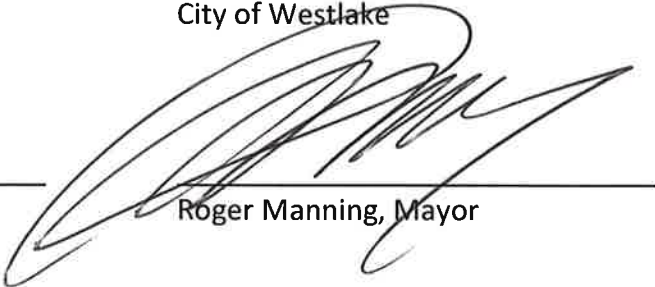
Section 3: This Resolution of the City Council for the City of Westlake shall become effective immediately upon its passage.

Passed and adopted by the City Council for the City of Westlake, this 11 day of July 2016.

Attest:

City of Westlake


Ken Cassel, Interim City Manager


Roger Manning, Mayor

Approved as to Form:


Pam E. Booker, Interim City Attorney

RESOLUTION 2016-01

Exhibit "A"

**RULES OF CITY COUNCIL
FOR THE CITY OF WESTLAKE, FLORIDA**

SECTION 1: PURPOSE City Council deliberations and actions regarding official business for the City of Westlake, shall be open to the public. It is essential that rules, regulations and policies are enacted and in place for the effective and orderly conduct of local government's public business activities. These rule will provide guidance to the City Council members, the public and the applicants as to how the public meetings will be conducted. It is the intent that the public be allowed to fully participate in the public meetings in accordance with these rules and laws of this State. These rules are subject to change at the discretion of the City Council when it deems appropriate.

SECTION 2: DEFINITIONS For purposes of these rules, the following definitions shall prevail.

- (1) A "meeting" is a gathering of a quorum of the membership of the Council for the purposes of receiving information relating to public business, or for discussion of public business, or for final action upon public business.
- (2) A "regular meeting" is a meeting held pursuant to a schedule of such meetings as approved by the Council to enact ordinances and resolutions, conduct public hearings and otherwise discuss and act upon matters of public interest.
- (3) A "special meeting" is a meeting held on the call of the Mayor, or in his or her absence, at the call of the vice-mayor, or upon the request of a Councilmember to the City Manager with the concurrence of a majority of the members of the Council. A "special

meeting” is held for the purpose of addressing matters requiring the immediate attention of the Council or for the purpose of addressing matters which the Council has determined are best addressed at a special meeting. When a special meeting is called, the Mayor or members of the Council shall specifically state the purpose of the meeting and the Council shall address only those matters for which the meeting was called. Seventy-two (72) hours notice must be provided to the public prior to holding a special meeting.

- (4) A “workshop meeting” is an informal meeting held for the study, presentation and discussion of affairs of the City or for holding joint meetings with City Boards, receiving annual reports and/or presentation from the City’s Boards, committees, agencies or authorities. Workshop meetings will be held as scheduled and approved by the Council. No formal or binding action may be taken at these meeting other than to direct further consideration at a regular meeting.
- (5) A “quorum” is a majority of the council. No action of the council shall be valid unless adopted by an affirmative vote of a majority of the councilmember in attendance, unless otherwise provided by law.

Section 3: MEETINGS

Location: All meetings of the Council shall be held at the Westlake Community Center, located at 4005 Seminole Pratt-Whitney Road, in Loxahatchee, Florida, unless another location is provided. The meetings shall be open to the public as provided by law.

Day/Time: Regular Meetings shall be held on the second and fourth Monday night of each month beginning on July 11, 2016, through September 26, 2016. Commencing October 10, 2016, regular meetings will be held on the second Monday of each month, at 7:00pm. Unless otherwise noticed, meetings will commence at 7:00pm. Should the scheduled date of a meeting fall on a day designated by law as a legal holiday, the meeting shall be held on a date as designated by the Council.

Public Notice: The Council shall provide public notice of the schedule of meetings and shall state the dates, times and places for such meetings. Public notice of any special meeting or any reconvened meeting shall be given before such meeting. Public notice shall be given by posting a copy of the notice at the Westlake Community Center. The City shall also supply copies of the notices of its meetings to any local newspaper of general circulation.

Workshop meetings may be held on the second or fourth Monday night of each month as directed by the City Council, and at times so specified by the Council.

All meetings of the City Council shall cease at 11:00pm, unless extended by a majority vote of the City Council. Any unfinished business of the City Council shall be considered at a time and place as set by the City Council.

SECTION 4: PUBLIC COMMENT The City Council, for the City of Westlake is committed to maintaining civility in public and political discourse during its business meetings. The public is also expected to maintain civility in addressing the City Council. The Public is required to complete a public participation card indicating the agenda item(s) they wish to address. The public participation card shall be provided to the City

Clerk and it shall be made part of the public record of the proceedings. Public comment shall be limited to three (3) minutes per person for all matters, during the regular meetings and workshop meetings. The speaker must provide their name and address for the record.

Public comment on quasi-judicial items and items that have been set for a formal public hearing shall only be allowed when those items are specifically heard by the City Council. All public comments must be addressed to the City Council as a body and not to individual council members. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council shall be prohibited from speaking further and may be removed from the meeting. After receiving public comment on a specific matter, public comments shall be closed and any further discussions shall be limited to the City Council members.

SECTION 5: MINUTES, AGENDAS, REPORTS AND PUBLIC HEARINGS

Minutes identifying all matters coming before the City Council and setting forth the action, if any, thereof, shall be promptly recorded and transcribed by the City Clerk, and such records shall be open to public inspection consistent with Florida law.

The City Manager and/or the City Attorney may place an item on the City Council regular agenda or the workshop agenda. The City Manager shall work with the Mayor to create the agenda prior to its publication. The majority of the City Council members may request that the City Manager's office place or remove an item from the regular agenda, and such regular agendas shall be further subject to the approval of the City Council preceding the conduct of business at each such meeting.

Should the City Council or any of its members wish to place or remove an item on an agenda, or if any member of the Council has a question or concern about an item, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Council member contacting any City officer, consultant, vendor, contractor or employee who is subject to the direction and supervision of the City Manager.

The agenda format shall be generally as follows: A call to order, pledge of allegiance, presentations, formal approval of the agenda, the consent agenda to include the approval of minutes, the regular agenda, public hearings, second readings of ordinances, first readings of ordinances, resolutions, public to be heard, new business, City Council members reports, City Manager's report, followed by items not specifically on the published agenda from the City Manager, the City Attorney, and members of the City Council.

Public hearings are formal, legally noticed hearings which the City Council conducts pursuant to state and/or federal law. All second readings of ordinances are conducted as formal public hearings. The Mayor will announce that this item calls for a public hearing. The applicant shall be given sufficient time to make their presentation to the City Council. Individual City Council members shall be allowed to ask questions. The public shall be allowed to comment. Discussions may be held by the City Council as a body. A motion will be made, a second of the motion shall be provided, followed by a roll call vote by the City Clerk.

SECTION 6: PUBLIC COMMENT FOLLOW-UP:

Any items received during the public comment portion of the regular agenda, may, at the discretion of the City Council, be discussed by the City Council at the time of such comments or presentation, the City Council may direct the City Manager to address for future action or resolution, or the topic may be added to a subsequent workshop agenda if a member of the City Council specifically makes such a request.

SECTION 7: VOTING Votes taken on ordinances, resolutions, and motions shall be by roll call and shall be recorded by the City Clerk. The roll call shall be on a rotating basis in accordance to the City Council seats. The position of Mayor shall be Seat 5.

Motion A Order of Rotation: Seat 1, Seat 2, Seat 3, Seat 4, Seat 5

Motion B Order of Rotation: Seat 2, Seat 3, Seat 4, Seat 5, Seat 1

Motion C Order of Rotation: Seat 3, Seat 4, Seat 5, Seat 1, Seat 2, etc.

No votes shall be taken on any non-published/non-agenda items, except upon the declaration of an emergency. Upon the making of a motion, and a second, the motion will be open for discussion by the City Council. Upon the completion of the discussion by the City Council, the City Clerk shall read the motion for the record, and the vote shall be taken.

SECTION 8: ORDINANCES AND RESOLUTIONS Ordinances and Resolutions shall be prepared by the City Attorney as directed by a majority of the City Council. Ordinances and resolutions may be requested by the City Manager, and prepared under the guidance of the City Attorney. Ordinances and resolutions may be prepared at the

initiative of the City Attorney. All ordinances and resolutions must be approved as to form by the City Attorney.

SECTION 9: DECORUM The Mayor shall be the presiding officer of all meetings and shall preserve strict order and decorum at all meetings. In conducting the public's business, the City Council is committed to the principles of civility, honor and dignity. Individuals appearing before the City Council are expected to abide by the same principles of decorum. No profanity, rude or derogatory comments, comments with impugn one's integrity, abusive comments, aggressive or threatening behavior shall be displayed by the City Council or members the public.

Florida Statutes, §871.01, provides that any individual displaying such conduct which willfully interrupts or disturbs any assembly of people for any lawful purpose commits a misdemeanor of the second degree, punishable as provided in §775.082 and §775.083. The person who willfully interrupts the meeting may be arrested.

SECTION 10: BOARDS AND COMMITTEES All appointments to city boards, commissions and committees whose members are not appointed by other entities, and in accordance to any State law restrictions, shall be made in accordance with the following procedures:

- (a) All appointments and vacancies to any city boards, commissions and committees shall be made on a nomination basis by each of the members of the City Council. The nomination shall be construed as a Motion to Appoint. To the extent possible, each council member shall be assigned an equal number of appointments.

(b) The City clerk shall maintain a record of the board and committee assignments. In the event a council member is unable to serve, or declines the appointment for whatever reason, then the Council member who nominated that council member shall have an opportunity to nominate a replacement appointee to fill the position.

SECTION 11: ATTENDANCE Attendance at all City Council members is necessary to conduct the business of the City. It is imperative that members are present to provide fair consideration on all matters which are before the City Council. Any member with three unexcused absences from regular council meetings or workshops during one fiscal year, may constitute grounds for forfeiture of office. The City Council shall review any reasons for the absence at the next regularly scheduled meeting. A vote by a majority of the City Council shall determine if the absence is excused or unexcused.

All members must vote on items which appear before the City Council for consideration, unless the Council members declares a conflict of interest consistent with the provisions of Florida Statutes §112.3143 and complies with the full and public disclosure requirements of Florida Statutes §112.3144, or other applicable laws.

SECTION 12: WAIVER OF RULES The City Council may, at any time, upon a motion and majority approval, waive all or a portion of these rules of procedure during the course of a meeting.

Sec. 2-31. Rules of procedure.

The following shall be the rules for the government of the city commission:

- (1) *Regular meetings.* The city commission shall hold regular biweekly meetings in the city commission chambers at city hall on Monday every other week beginning at a time established by resolution of the city commission from time to time; provided that when such day falls on a day observed by the city as a legal holiday, such meeting shall be held at the same hour and place on the next succeeding business day. By majority vote of a quorum of the city commission taken at a regular meeting, a subsequent regular meeting may be canceled or the date or time thereof changed.
- (2) *Special meetings.* Special meetings, which shall be held in the city commission chambers in the city hall, may be called by the mayor, the acting mayor or by any other two members of the commission pursuant to section 2.05 of the Charter. When called, the city clerk shall immediately notify all members of the city commission, the city administrator and city attorney of the time and place of the special meeting. A copy of such notice shall likewise be posted on the city hall bulletin board. An agenda shall be prepared for the special meeting, and members of the news media shall be contacted and notified of the special meeting, as provided in this section.
- (3) *Hearings, public hearings and workshop meetings.* The city commission shall conduct its hearings, public hearings and workshop meetings as part of its regular biweekly meetings, unless a special meeting is called for such purpose. The city commission may hold separate workshop meetings. Public hearings for matters governed by F.S. § 166.041(3)(c) [changes to permitted uses or zoning involving ten acres or more] shall be held after 5:00 p.m. unless the resolution establishing the meeting time for regular meetings establishes a different time in compliance with F.S. § 166.041(3)(c).
- (4) *Adjourned meetings.* Any meeting of the city commission may be continued or adjourned from day to day or for more than one day, but no adjournment shall be for a longer period than until the next regular meeting thereafter.
- (5) *Meetings open to public.* All meetings of the city commission for the purpose of transacting city business, whether action is taken or not shall be held in the city commission chambers of city hall, unless, with proper notification, another location is designated. All meetings of the city commission shall be open to the public.
- (6) *Agenda.* The mayor shall prepare the agenda for all regular and special meetings of the city commission.
 - a. *Economic analysis.* The mayor or mayor's designee shall prepare an economic analysis to accompany all ordinances, resolutions or formal actions affecting revenues, expenditures or fiscal liability prior to adoption or final disposition. This requirement shall not apply to routine zoning or comprehensive plan amendments or any previously budgeted item. Such analysis may be prepared without utilizing outside consultants in a written report setting forth, when applicable, the following information concerning the proposed measures:
 1. The economic impact of any ordinance, resolution or formal action on the city's budget;
 2. The economic impact of the ordinance, resolution or formal action on the private sector;
 3. The effect of the ordinance, resolution or formal action on public or private employment;
 4. The costs and benefits, both direct and indirect, of establishing and maintaining the program set forth in the ordinance, resolution or requested formal action;
 5. Whether the ordinance, resolution or formal action is necessary to enable the city to obtain local, state or federal grants or other financing;

6. Whether the proposed measure is a budgeted item, when the measure was budgeted, the amount budgeted, source of funding within the budget, or anticipated source of funding;
7. Any other concern the city commission or the administration deems necessary to fully appreciate the economic effects of the measure; and
8. As to each economic analysis, the office of budget shall certify that the analysis is reasonable and identify the funding source.

Nothing within this subsection (6)a. prohibits the city commission from seeking an economic analysis from a consultant or another third party.

- b. *Regular meetings.* The agenda for regular meetings shall include only such matters as may be recommended for consideration by the mayor, or as may be sponsored by a member of the city commission. All reports, communications, ordinances, resolutions, contract documents or other matters not sponsored by a member of the city commission, which are to be submitted to the city commission through the mayor, shall be filed with the mayor no later than 5:00 p.m. on Wednesday three weeks preceding the date of the regular meeting for inclusion on the agenda. This deadline may be waived in the discretion of the mayor.
- c. *Special meetings.* When properly called, the agenda for a special meeting shall include only the subject matter for which the special meeting was called. The city commission shall not discuss any matter which does not appear on the agenda prepared for the special meeting.
- d. *Distribution.* Each member of the city commission, the city clerk and the city attorney, as well as the news media, shall be provided with a copy of the agenda as far in advance of the meeting as time will permit. A reasonable number of agendas shall be provided for the public.
- e. *Consent agenda.* Consent agenda items are typically routine in nature, non-controversial, and do not deviate from past commission direction or policy. The consent agenda is voted on as a single agenda item as there is no commission discussion prior to the vote. Any matter on the consent agenda shall be removed therefrom for the purpose of further consideration upon the request of any member of the city commission. Such matter shall be considered immediately following the commission vote on the remaining consent agenda. Public participation for consent agenda is as provided in subsection (10) of this section.
- f. *Addendum to agenda.* Any member of the city commission may, at any regular meeting, propose an addendum to the agenda. The city commission may, by a majority of a quorum, vote to consider and to take final action on the addendum to the agenda. However, final action on an addendum to the agenda affecting the revenues, expenditures or fiscal liability of the city shall be deferred to the next regularly scheduled meeting for the preparation of an economic analysis as provided in subsection (6) of this section, unless the addendum is an emergency.

Whenever the city commission shall determine that an addendum to the agenda having an economic impact is of an emergency nature and requires immediate attention and postponement would result in serious injury or damage to the person, government, or the community directly concerned, and the matter is determined by a majority of a quorum of the commission, to be of an emergency nature, then and in that event, the city commission may take final action on an addendum to the agenda having economic impact without having an economic analysis provided for in subsection (6)a. of this section. This provision is not intended to and shall not supersede the requirements of the Charter, this Code or state statutes with regard to emergency matters for consideration by the city commission.

- (7) *Presiding officer.* The mayor shall preside at all meetings, if present, and in the mayor's absence, the president of the commission shall preside, and in the absence of both the mayor and president, the commission shall appoint one of its members to preside. The city charter provides that the mayor shall

execute all instruments to which the city is a party when directed to do so by the city commission. In the absence of the mayor, the city commission hereby designates the president of the city commission to execute such instruments and in the absence of the mayor and the president, the available city commissioner who has the most seniority shall execute such instruments.

- (8) *Civility and decorum required.* While the commission is in session, the members of the commission shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the commission and shall obey all orders of the commission or its presiding officer, except as otherwise provided. Displays of anger, rudeness, ridicule, impatience, lack of respect, name calling and personal attacks are strictly prohibited. The presiding officer shall preserve strict order, civility and decorum at all meetings.
- (9) *Order of business.* The order of business at a regular meeting of the city commission shall be established by motion of the city commission.
- (10) *Public participation.* At any meeting of the city commission, the presiding officer shall recognize any person who desires to speak in connection with the matter then under discussion by the city commission. All persons addressing the city commission shall do so pursuant to subsections (20) and (22) of this section.
- (11) *Reading of ordinances.* Ordinances shall be read and enacted by the city commission in conformity with the requirements of F.S. ch. 166.
- (12) *When ordinances may be introduced.* No ordinance shall be introduced except at a regular meeting of the commission or at some special meetings duly called for the purpose of introducing such ordinance.
- (13) *Motions and resolutions to be in writing; when required; motion to reconsider.* Motions and resolutions shall be reduced to writing, when required by the mayor, or any member of the commission, or by state law. A motion to reconsider any vote may be made by a commissioner who voted on the prevailing side either on the same day at which the vote to be reconsidered is taken or on the day on which the next regular meeting of the city commission is held.
- (14) *Majority governs; tie vote.* In all matters coming before the commission, unless otherwise provided, a majority shall govern. If there shall be a tie vote upon any question, the mayor shall cast a tie-breaking vote pursuant to section 3.01 of the Charter.
- (15) *Presiding officer; right to speak.* Whenever the presiding officer shall desire to speak or address the commission upon any matter, he may do so without vacating the chair, but he shall always be at liberty to vacate the chair and designate some member of the commission to assume the chair and hold the chair while he speaks or addresses the commission.
- (16) *Getting the floor; interruptions.* No member, while the commission is in session, shall offer any motion or make any remarks or speak on any subject under discussion, without first addressing and being recognized by the presiding officer. When more than one member shall address the chair, at or near the same time, the presiding officer shall decide in favor of the one who shall first have attracted his attention. No member shall interrupt another while speaking, except to call him to order.
- (17) *Decisions by presiding officer, appeal to commission.* The presiding officer shall decide all questions of order, but any member dissatisfied with any of his decisions shall have the right to appeal to the commission.
- (18) *Enforcement of civility and decorum.* The police chief, or such member or members of the police department as are designated, shall be sergeant-at-arms at the commission meetings. The sergeant-at-arms shall carry out orders and instructions given by the presiding officer or by a majority of the commission present for the purpose of maintaining order and decorum at the commission meetings. After having observed the violation and upon instructions of the presiding officer or a majority of the

commission present, it shall be the duty of the sergeant-at-arms or any other officers present to cite any person who violates civility and decorum requirements of the meetings contained in subsection (20) and (22) of this section to be prosecuted for a municipal ordinance violation . If the presiding officer shall fail to act, any member of the commission may move to require him to act to enforce the rules, and the affirmative vote of the majority of the commission shall require the presiding officer to act.

(19) *Minutes.* The city clerk shall keep the record of the commission meetings.

(20) *Addressing the commission; written communications.*

- a. *Comment cards.* Any person desiring to address the commission shall file a written request with the city clerk prior to consideration of the matter by the commission or prior to the public comment portion of a meeting. The person wishing to speak shall complete a comment card for each agenda item the person wishes to address, which shall include the person's full name, address, and the numbered agenda item. The person will not be recognized if the comment card is not completed.
- b. *Written communications.* Nothing in this subsection prohibits a person from filing written communications to the commission as provided in the following sentence. Taxpayers or residents of the city and other interested parties, or their authorized representatives may address the commission by written communications in regard to matters then under discussion.

(21) *Anonymous communications.* Unsigned communications shall not be introduced to the commission.

(22) *Manner of addressing commission; time limited; forfeiture of unused time; civility and decorum required.* The following rules shall govern public conduct when addressing the commission:

- a. *Addressing the commission.* After having completed a comment card and filing the comment card with the city clerk as required in subsection (20) of this section, each person recognized for the purpose of addressing the commission shall step forward to the podium and shall give his name and address in an audible tone for the record, speaking directly into the microphone. When addressing agenda items, the public shall confine their comments to the subject of the agenda item. During public comment, the public may not connect a laptop or other electronic device to the city's network or attach removable media to the city's laptop or other equipment.
- b. *Time limits.* Persons addressing the city commission during the commission meeting will be subject to time limits as follows:
 - 1. After filing a completed comment card, individuals making public comment on a consent item shall have up to three minutes to comment on the item listed on the comment card.
 - 2. After filing a completed comment card, individuals making public comment on regular agenda items shall have up to three minutes to comment on each item up for discussion for which a comment card has been submitted, unless further time is granted by the mayor or by a majority of the commission. This provision does not limit the time provided to an applicant presenting during a quasi-judicial hearing or an appellant's time for presenting an appeal.
 - 3. After filing a completed comment card, individuals making public comment on non-agenda items shall have up to three minutes to comment.
- c. *Forfeiture of unused time.* If, during public comment, an individual remains silent for 20 seconds or more after the three-minute public comment period begins, the individual forfeits any remaining time. Upon the request of the presiding officer, the individual will be asked to exit the podium.

- d. *Civility and decorum.* Public members attending commission meetings shall observe the same rules of civility, decorum and good conduct applicable to members of the commission. While the commission is in session, members of the public shall not, by conversation or otherwise:
1. Delay or interrupt the proceedings or the peace of the commission and shall obey all orders of the commission or its presiding officer, except as otherwise provided;
 2. Exhibit displays of anger, rudeness, ridicule, impatience, lack of respect, name calling, and personal attacks;
 3. Make personal, impertinent or slanderous remarks;
 4. Become boisterous while addressing the commission;
 5. Stamp feet, whistle, yell, make unauthorized remarks for the audience or perform similar demonstrations disruptive to the conduct of the meeting; or
 6. Enter into any debate or discussion, either directly or through a member of the commission, without the permission of the presiding officer.
- e. *Authority to limit presentations.* The presiding officer shall have the authority to limit immaterial, unnecessary, or redundant presentations or requests
- (23) *Authority to require proof of representation.* All persons submitting communications as agents or representatives of any organization, group or segment of the public shall, if called upon by a majority vote of the members of the commission present, submit satisfactory proof of their authority to act or speak in behalf of such organization, group or segment of the public.
- (24) *Members may file protests against commission action.* Each member of the commission shall have the right to have the reason for his dissent from or protest against any action of the commission entered into the minutes.
- (25) *Voting.* The "ayes" and "nays" may be called for in any question and shall be ordered when demanded by two of the commission members present. Whenever the "ayes" and "nays" are ordered, the city clerk shall call the roll of the commissioners and record the vote of each of the commissioners.
- (26) *Preparation and review of ordinances, etc.*
- a. *Preparation of ordinances.* All ordinances shall be prepared or reviewed by the city attorney. No ordinance shall be prepared for presentation to the commission unless ordered by a city commissioner or the mayor.
 - b. *Prior approval.* All ordinances, resolutions and contract documents shall, before presentation to the commission, have been approved as to form and legality by the city attorney or his authorized representative, and shall have been examined and approved for administration by the mayor or the mayor's authorized representative, where there are substantive matters of administration involved. All such instruments shall have first been referred to the head of the department under whose jurisdiction the administration of the subject matter of the ordinance, resolution or contract document would evolve and be approved by such department head; provided that, if approval is not given, then the same shall be returned to the mayor with a written memorandum of the reasons why such approval is withheld. If the questioned instrument is not redrafted to meet a department head's objection or objection is not withdrawn and approval in writing given, then the mayor shall so advise the commission and give the reasons advanced by the department head for withholding approval.
- (27) *Sale, lease or exchange of city property.*

- a. *Definitions.* For the purposes of this subsection, the following terms shall have the following meanings:
1. *Appraisal* means a professional, impartial estimate of the fair market value of real property which shall be rendered by an MAI appraiser.
 2. *City property* means city-owned real property.
 3. *Exchange of city property* shall have the same meaning as "sale."
 4. *Formal negotiations* means a process authorized by the city commission, by which the mayor or his designee submits, receives, and considers offers until one offer obtained by such process is submitted to the city commission for its approval.
 5. *Lease of city property* means a lease of city property to a third party for a term exceeding five years, including any and all options to extend the initial term.
 6. *MAI appraiser* means an appraiser who is a designated member of the Appraisal Institute.
 7. *Public hearing* means a duly noticed reading of the ordinance at which the public may appear and speak, as more fully defined in F.S. § 166.041(3)(a).
 8. *Request for proposals* means a process whereby the city, prior to disposition, gives public notice by publication in a newspaper having a general circulation in the community, which notice shall invite proposals from any interested parties and shall advise such parties where pertinent information concerning the property is available. Such notice shall identify the location and size of the property and shall provide at least a 30-day response period from the date of publication of the notice.
 9. *Sale of city property* means the transfer of the city's fee interest in city property to a third party.
 10. *Surplus property* means city property which the city commission has declared is not needed for city purposes.
- b. *Legislative declaration of surplus and method of disposition.* Prior to the commencement of formal negotiations for the sale, lease or exchange of city property, the subject property shall first be presented to the city commission so that the city commission may by resolution (by simple majority vote):
1. Make a legislative finding that the city property is not needed for city purposes and declare the property surplus; and
 2. Select a method of disposition as follows by:
 - i. Authorizing formal negotiations with interested parties;
 - ii. Issuing a competitive request for proposals from interested parties;
 - iii. Issuing a competitive invitation to negotiate for interested parties;
 - iv. Authorizing disposition by auction and establishing the minimum acceptable bid and other parameters to allow disposal at action; or
 - v. Submitting to the electors in a referendum the question as to whether or not the property should be sold.

The agenda item for the surplus determination shall contain a recommendation from the mayor and a due diligence review of affected city departments, which review shall include the past use of the subject property and any anticipated future use of such property. If the city commission

selects disposition by request for proposals or invitation to negotiate, the request for proposals or invitation to negotiate shall be approved by the city commission prior to publication of the notice and issuance of the request for proposals or invitation to negotiate. Any request for proposals approved under this subsection (27) shall establish the criteria for proposal award. Any contract for the sale or disposal of real property shall be approved by ordinance and by a super-majority vote of the city commission in accordance with subsection (27)e. of this section.

- c. *Appraisals required; exceptions.* Except as provided in this subsection (27)c. 1.—4. of this section, any city property which is assessed by the county property appraiser for more than \$500,000.00 shall require two appraisals. Any city property which is assessed by the county property appraiser between \$50,000.00 and \$500,000.00 shall require one appraisal. The sale price or lease rental price shall be not less than 85 percent of the fair market value of the property according to an appraisal report made as of a date not earlier than six months before the date of introduction of the ordinance for first reading. If two appraisals are required, the sale price shall be not less than 85 percent of the average of the two appraisals. The appraisal report shall be by an MAI appraiser selected by the mayor. Unless the city commission shall determine to the contrary during the declaration of a surplus proceeding as set forth in subsection (27)b of this section, appraisals are not required for the following:

1. A sale or lease to another government agency;
2. A sale or lease to a bona fide not-for-profit 501(c)(3) or 501(c)(6) corporation;
3. A sale or lease under the city's community development block grant infill lot program; or
4. A sale or lease of a property which is assessed by the county property appraiser for less than \$50,000.00.

Any requirement of this subsection (27)c of this section may be waived by the unanimous vote of the membership of the city commission.

- d. *Public hearing.* No sale, lease or exchange shall be granted by the city commission without a public hearing at which interested members of the public shall be permitted to address the city commission regarding the propriety of the sale, lease or exchange.
- e. *Super-majority vote required for disposal.* Each sale, lease or exchange of city property shall require approval by one of the following methods:
1. A four-fifths vote of the membership of the city commission at either first reading, or second reading, or both, of an ordinance approving such sale, lease or exchange; or
 2. Approval by vote of the city electors in a referendum election called and held as provided thereby.
- f. *Sale, lease or exchange subject to referendum.* Each contract for the sale, lease or exchange of surplus property shall provide that the contract shall not become effective until 31 days after adoption of the approving ordinance on second reading. If a petition to repeal the approving ordinance is filed with the city clerk within 30 days after second reading, then the sale, lease or exchange shall be subject to the referendum process as set forth in article VI of the Charter.
- g. *Exceptions.* This subsection (27) relating to the "sale, lease or exchange of city property" shall not apply to the following, all of which may be approved by resolution of the city commission (by simple majority vote) or by administrative action when authorized by this Code:
1. Concession agreement, management agreement, or other similar operating agreement in city-owned buildings or in public areas.
 2. License agreement for a special event on city property.

3. Revocable permit.
 4. Other permit, license or other agreement which does not convey the city's fee interest in city property.
 5. Right-of-way or a quitclaim deed or a similar instrument for the purpose of removing a defect in or a cloud on title.
 6. Quitclaim deed or disclaimer in favor of an abutting property owner in connection with an abandonment of a city right-of-way or easement.
 7. City property to be used for the construction or rehabilitation of housing pursuant to an approved city housing program.
- h. *Application of proceeds to appropriate fund.* Proceeds from the disposal of any city property shall be applied to the appropriate fund to which ownership of the property was attributed. The finance director shall determine the appropriate fund.
- (28) *Participation in meeting by administrative officers.*
- a. *City administrator.* The city administrator may take part in the discussions of the city commission. However, it is recognized that the city commission is the policy-making body for the city, and the city administrator shall confine his discussions at commission meetings to statements of fact, recommendations based on his knowledge and experience and explanations of the reasons for such recommendations and explanations and any matter pertaining to administration of the city's affairs.
 - b. *City attorney.* The city attorney may not take part in the discussions of the city commission, except to answer questions directed to him, comment on matters involving legal matters or procedures of the city and to present factual material to the commission.
 - c. *Other officers and employees.* No other officer or employee, other than those mentioned in subsections (28)a. and b. of this section, shall enter into any discussions of the city commission, except to answer questions presented to such officer or employee or to present factual information, when so requested by the commission.
 - d. *Exceptions.* The regulations of city officers and employees in this subsection (28) shall not be construed to limit the appearance before the city commission of any city employee when such appearance is made as a taxpayer or member of the public for or against some particular issue under discussion by the commission where such employee has an interest in the outcome thereof.
- (29) *Suspension of rules.* Subject only to the limitations imposed by the city charter and general law, any of the foregoing rules may be suspended for the meeting then in session by unanimous vote of the commission.
- (30) *Instances in which ordinances, resolutions, and motions required or permitted.* Except as may be otherwise specifically required by law or provided by this Code, enactment of an ordinance shall be the sole method of action by the city commission in declaring conduct unlawful, in setting a penalty, in adopting, amending or repealing an administrative code, in levying taxes other than those levied by adoption of the budget, in granting, renewing or extending a franchise, in regulating the rates charged by a public utility for its services, and in selling, exchanging, leasing for a term exceeding five years, encumbering, or pledging real property owned by the city; adoption of a resolution or enactment of an ordinance shall be the sole method of action by the city commission in levying taxes by adoption of the budget; and in all other instances the city commission may act by resolution or by motion; provided in each instance in which a method is specifically prescribed hereby for the taking of action by the city commission, the method so prescribed shall be followed.

(Code 1979, § 2-18; Ord. No. 3728, § 1, 4-26-2004; Ord. No. 3955, § 1, 7-17-06; Ord. No. 4087-07, § 1, 10-9-2007; Ord. No. 4149-08, §§ 1, 2, 6-16-2008; Ord. No. 4183-08, § 1, 9-22-2008; Ord. No. 4351-11, § 1, 6-27-2011; Ord. No. 4482-13, § 1, 9-16-2013; Ord. No. 4938-21, § 2, 3-22-2021; Ord. No. 5033-23, § 2, 1-23-2023)



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of the Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: October 7, 2025
SUBJECT: Discussion on Town Council Workshop Meeting Protocol

Background:

The Town Council has expressed interest in holding Town Council Workshop meetings on a regularly scheduled basis on the third Tuesday of the month at 6:00 p.m. The first meeting has been scheduled to take place on Tuesday, October 21, 2025. Unlike regular Council meetings, workshops are typically less formal and designed to allow for open discussion and idea sharing. However, the absence of clearly defined protocols can create uncertainty for Council, staff, and the public.

Sample Protocols for Consideration

Below are examples of protocols the Council may wish to adopt in whole, in part, or not at all:

1. Meeting Purpose

- Workshops are intended for broad policy discussion and idea exchange, not for final votes or formal action.

2. Staff Attendance

- Option A: No staff present unless specifically requested in advance.
- Option B: Limited staff present to provide technical background as requested.
- Option C: Staff present for the full duration but in an advisory (non-participatory) role.



155 F Road Loxahatchee Groves, FL 33470

3. Agenda Preparation

- By consensus of the Town Council, any member may place an item on the workshop agenda for discussion. Staff may assist in compiling background information if requested.

4. Communication of Council Direction to Staff

- If staff are not present, Council must determine how desired direction will be conveyed. Possible options include:
 - Designating the Mayor to summarize Council consensus for staff.
 - Preparing a written workshop summary to be delivered to the Town Manager/Clerk. Agenda items must be provide to the Town Clerk two weeks from the date of the meeting to meet publication requirements.
 - Directing that all follow-up requests be routed through the Clerk's office.

5. Public Participation

- Option A: Workshops are open to the public for observation only.
- Option B: Public comment is allowed at the beginning or end of the workshop.
- Option C: The meeting will be live-streamed and posted on the Town's website.

**Please note that meeting minutes will be generated by Artificial Intelligence.*

Recommendation:

Council discussion and consensus on whether to establish formal workshop protocols, and if so, which elements should be adopted.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: October 7, 2025
SUBJECT: Discussion on Update regarding the Palm Beach County Sheriff's Office Contract

Background:

An update will be provided by the Town Attorney.