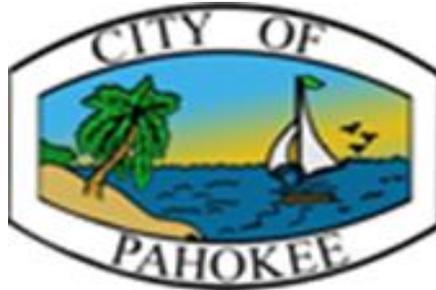


CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting
Tuesday, March 24, 2026, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Isabelle J. McDonald
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:

Tammy Bussey, Interim City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS**
- E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS** (*agenda items only*)

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

- 1. Proclamation - March 2026 as Women's History Month
- 2. Proclamation - Honoring Women In the Community In Recognition of Women's History Month (March 2026)

- F. CONSENT AGENDA**

- 1. March 10, 2026 City Commission Meeting Minutes

- G. OLD BUSINESS** (*discussion of existing activities or previously held events, if any*)

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- I. RESOLUTION(S)**

- 1. RESOLUTION 2026-09 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING A PIGGYBACK OF THE CITY OF LAKE WORTH BEACH'S AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT INSPECTION, PLAN REVIEW, CODE ENFORCEMENT INSPECTIONS AND BUILDING OFFICIAL SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- 2. RESOLUTION 2026-10 A RESOLUTION OF THE CITY COMMISSION OF PAHOKEE, FLORIDA, AUTHORIZING THE SUBMISSION OF THREE NEIGHBORHOOD ENGAGEMENT AND TRANSFORMAITON (NEAT) GRANT APPLICATIONS; AUTHORIZING CERTAIN CITY OFFICIALS TO EXECUTE NECESSARY DOCUMENTS FOR THE SUBMISSION; PROVIDING AN EFFECTIVE DATE.

- J. NEW BUSINESS** (*presentation by city manager of activity or upcoming event, if any*)

- 1. Discussion of considering evaluations for the Interim City Manager and the City Clerk

- K. REPORT OF THE MAYOR**

- L. REPORT OF THE CITY MANAGER**

- M. REPORT OF THE CITY ATTORNEY**

- N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY**

- O. GENERAL PUBLIC COMMENTS** (*items not on the agenda*)

P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

Q. ADJOURN

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the “Request for Appearance and Comment” form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting the Office of the City Clerk at 561-924-5534. If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26)

PROCLAMATION

WHEREAS, the City of Pahokee honors the achievements and contributions of women who have shaped our nation, state, and community, and recognizes the vital role women play in all aspects of society, including education, business, science, government, the arts, and community leadership; and

WHEREAS, Women’s History Month, celebrated each March, provides an opportunity to reflect upon and acknowledge the remarkable accomplishments of women throughout history, as well as ongoing efforts to achieve gender equality; and

WHEREAS, the City of Pahokee celebrates the courage, dedication, and leadership of women in our community who inspire future generations to pursue their dreams and positively impact society; and

WHEREAS, recognizing Women’s History Month encourages all citizens to appreciate and support the contributions of women, promote equality, and foster a more inclusive community.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission, do hereby proclaim the month of March 2026 as *Women’s History Month*, and encourage all residents to join in honoring the achievements and contributions of women in our community and beyond.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 24th day of March 2026.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanquetta Cowan-Williams

Vice Mayor Sanquetta Cowan-Williams

Isabelle J. McDonald

Commissioner Isabelle J. McDonald

Everett D. McPherson, Sr.

Commissioner Everett D. McPherson, Sr

James H. Scott

Commissioner James H. Scott

PROCLAMATION

WHEREAS, the City of Pahokee acknowledges the exceptional women whose leadership, dedication, and service have strengthened our community and inspired those around them; and

WHEREAS, the City further recognizes the vital contributions of women in shaping the social, cultural, and economic fabric of our community; and

WHEREAS, these women have made a meaningful difference in the lives of others through their work in education, public service, business, health, arts, and community engagement; and

WHEREAS, the women being honored this month exemplify courage, perseverance, and compassion, and through their actions, they uplift others, create opportunities, and leave a lasting impact on the City of Pahokee; and

WHEREAS, Women’s History Month is an opportunity to recognize and celebrate the achievements of women who shape our community, inspire future generations, and demonstrate that leadership and service come in many forms; and

WHEREAS, the City of Pahokee proudly recognizes the following women for their outstanding contributions to the community:

- Charlotte Babb
- Allie H. Biggs
- Beverly Hunt
- Jazmin Jimenez
- Maria Razo
- Angie Pope

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission, do hereby honor these remarkable women for their contributions, dedication, and leadership, and, in observance of Women’s History Month, encourage all citizens to celebrate their achievements and the positive influence they have on our community.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 24th day of March 2026.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanquetta Cowan-Williams

Vice Mayor Sanquetta Cowan-Williams

Isabelle J. McDonald

Commissioner Isabelle J. McDonald

Everett D. McPherson, Sr.

Commissioner Everett D. McPherson, Sr

James H. Scott

Commissioner James H. Scott

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting
Tuesday, March 10, 2026, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Isabelle J. McDonald
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:

Tammy Bussey, Interim City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

AGENDA

A. CALL TO ORDER

Mayor Babb called the meeting to order at 6:02 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Cowan-Williams led the Invocation, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Isabelle J. McDonald
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott
Tammy Bussey, Interim City Manager
Burnadette Norris-Weeks, City Attorney
Nylene Clarke, City Clerk

D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS

Motion made by Commissioner Scott to accept the addition of the resolution authorizing the City to submit four (4) applications to the Florida Department of Transportation (FDOT) Small County Outreach Program - Municipalities (SCOP-M). Duly seconded by Commissioner McDonald and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald, Commissioner McPherson, Commissioner Scott

Clerk's Note: The add-on resolution has been assigned Resolution No. 2026-08.

Motion made by Commissioner Scott to accept the addition of the resolution to establish a \$50 vendor fee for City-sponsored events. Duly seconded by Commissioner McPherson and failed (2-3).

Voting Yea: Commissioner McPherson, Commissioner Scott

Voting Nay: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald

E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS *(agenda items only)*

1. Presentation - Mr. Rob J. Beasley, Area Development Director for UNCF South Florida

F. CONSENT AGENDA

1. February 17, 2026 City Commission Special Meeting Minutes
2. February 17, 2026 City Commission Workshop (5PM) Minutes
3. February 17, 2026 City Commission Workshop (6PM) Minutes
4. February 24, 2026 City Commission Workshop Minutes
5. February 24, 2026 City Commission Meeting Minutes

Motion made by Vice Mayor Cowan-Williams to accept the Consent Agenda. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald, Commissioner McPherson, Commissioner Scott

G. OLD BUSINESS *(discussion of existing activities or previously held events, if any)*

H. PUBLIC HEARINGS AND/OR ORDINANCES

I. RESOLUTION(S)

1. RESOLUTION 2026-07 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RATIFYING THE CITY MANAGER’S EXECUTION OF A STATE FUNDED GRANT AGREEMENT – SMALL COUNTY OUTREACH PROGRAM (SCOP), CONTRACT NO: G-2129 FOR THE PURPOSES OF A TIME EXTENSION; EXTENDING THE PROJECT COMPLETION DEADLINE WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UNTIL DECEMBER 30, 2027, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

The resolution title was read into the record by the City Attorney and explained by the Interim City Manager.

Motion made by Commissioner McPherson to accept Resolution 2026-07. Duly seconded by Commissioner McDonald and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald, Commissioner McPherson, Commissioner Scott

2. RESOLUTION 2026-08 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE SUBMISSION OF FOUR (4) APPLICATIONS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH PROGRAM – MUNICIPALITIES (SCOP-M) FOR ROADWAY RESURFACING AND IMPROVEMENT PROJECTS; ESTABLISHING PROJECT PRIORITIES; REFERENCING EXHIBIT A – LOCATION MAP – ROADWAYS TO BE RESURFACED – SCOP-M; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE AND SUBMIT ALL REQUIRED APPLICATION MATERIALS; AND PROVIDING FOR AN EFFECTIVE DATE.

The resolution title was read into the record by the City Attorney and explained by the Interim City Manager.

Motion made by Commissioner McPherson to accept Resolution 2026-08. Duly seconded by Commissioner McDonald and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald, Commissioner McPherson, Commissioner Scott

J. NEW BUSINESS (*presentation by city manager of activity or upcoming event, if any*)

1. Discussion and direction for consideration of a partnership with the United Negro College Fund (UNCF)
2. Funding Allocation for Financial Consultant Contract

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Motion made by Mayor Babb to add receiving an itemized list of the City's lobbyist activities. Duly seconded by Commissioner Scott and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald, Commissioner McPherson, Commissioner Scott

Motion made by Commissioner McDonald to add considering evaluations for the Interim City Manager and the City Clerk. Duly seconded by Commissioner McPherson and passed

unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald,
Commissioner McPherson, Commissioner Scott

Motion made by Vice Mayor Cowan-Williams to add the ARPA closeout, to confirm that all required documentation has been submitted and that the City is in compliance. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald,
Commissioner McPherson, Commissioner Scott

O. GENERAL PUBLIC COMMENTS (*items not on the agenda*)

P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

Motion made by Commissioner McDonald to add to a future agenda, a follow-up regarding the depressions created by the sanitation department, to ensure that all have been fulfilled. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald,
Commissioner McPherson, Commissioner Scott

Q. ADJOURN

Motion made by Vice Mayor Cowan-Williams to adjourn the meeting. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McDonald,
Commissioner McPherson, Commissioner Scott

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:27 PM.

Mayor Keith W. Babb, Jr.

ATTEST: Nylene Clarke, CMC, City Clerk



AGENDA
MEMORANDUM

TO: Honorable Mayor and City Commissioners
VIA: Tammy Bussey, Interim City Manager
FROM: Building, Planning & Zoning Department
SUBJECT: CAP Government Contract (Lake Worth Beach Piggyback)
DATE: March 18, 2026

GENERAL SUMMARY

Staff requests Commission approval of a resolution authorizing an agreement with CAP Government, Inc. to provide building department inspections, plan reviews, code enforcement support, and Building Official services. This agreement ensures the City maintains essential regulatory functions and high service standards for our residents.

BACKGROUND

The City of Pahokee requires consistent professional oversight for building and safety operations. CAP Government has a proven track record of successfully providing these services to the City.

To ensure administrative efficiency and cost-effectiveness, the City is utilizing the "piggy-back" provision of the City Code. This allows the City to exempt itself from the formal bidding process by adopting a contract competitively awarded by another government entity for the same services.

Specifically, the City of Lake Worth Beach conducted a competitive selection process and awarded a contract to CAP Government for comprehensive building department services. For the agreement with the City of Pahokee, CAP Government has agreed to honor the terms and pricing established in their October 15, 2025, amended contract with Lake Worth Beach.

KEY TERMS OF THE AGREEMENT

- **Scope of Work** - Comprehensive building official services, including plan reviews, code enforcement support, and inspections.
- **Code Enforcement Contingency** - This agreement **does not** replace the City’s current code enforcement officers. These services are included solely as a contingency to be utilized only if necessary (e.g., in the event of simultaneous extended leave by City staff).

- **Contract Duration** - An initial term of **three (3) years**.
- **Renewal Options** - The agreement may be extended by two (2) additional one-year terms upon written mutual consent.
- **Rate Schedule** -

Item No.	Type	Hourly Rate*
1.	Building Inspections	\$92.00
2.	Plan Review	\$97.00
3.	Code Enforcement	\$85.00
4.	Building Official	\$120.00

BUDGET IMPACT:

These services fall under the Building, Planning & Zoning Department and will be charged to Professional Services.

Dept 52400 Building, Planning & Zoning/Protective Services

Object #	Adopted Budget	Current Balance
310 Professional Services	\$60,000	\$41,360.50

LEGAL NOTE: Defer to the City Attorney

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the resolution authorizing the execution of the agreement with CAP Government, Inc.

ATTACHMENTS:

Exhibit “A” CAP Government Contract Agreement

RESOLUTION NO. 2026-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING A PIGGYBACK OF THE CITY OF LAKE WORTH BEACH’S AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT INSPECTION, PLAN REVIEW, CODE ENFORCEMENT INSPECTIONS AND BUILDING OFFICIAL SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, C.A.P. Government, Inc. (“Consultant”) and the City of Pahokee (“City”) desire to enter into an agreement for the provision of building department inspections, plan review, code enforcement inspections and building official services; and

WHEREAS, the parties desire to incorporate the terms and conditions of the City of Lake Worth Beach’s Request For Proposals No. 2022-204 for building department inspections, plan review, code enforcement inspections and building official services; and

WHEREAS, the City specifically desires to piggyback the C.A.P. Government, Inc. agreement for the provisions of said services; and

WHEREAS, the City of Lake Worth Beach entered into an agreement with the Contractor effective October 1, 2022, and amended that agreement on October 15, 2025. The agreement now expires September 31, 2026; and

WHEREAS, the term of this Agreement is for an initial term of three (3) years, unless earlier terminated and may be extended by written amendment, signed by both parties for an additional two (2) one (1) year terms, as set forth in Exhibit “A’; and

WHEREAS, the City Commission of the City of Pahokee deems building department inspections, plan review, code enforcement inspections and building official services as vitally important for the residents of the City and desires to secure said services consistent with the Contract attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Piggybacking City of Lake Worth Beach Agreement. The City Commission of the City of Pahokee hereby authorizes the piggyback of the City of Lake Worth Beach’s Agreement with C.A.P. Government, Inc., consistent with the terms set forth as Exhibit “A”, attached hereto.

Section 3. Authorization of Interim City Manager. The Interim City Manager is hereby authorized to execute the attached piggyback agreement and take actions necessary to carry out the aims of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 24th day of March 2026.

Keith Babb, Mayor

ATTEST:

Nylene Clarke, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McDonald	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

EXHIBIT "A"

CITY OF PAHOKEE AGREEMENT FOR PROFESSIONAL SERVICES

(ATTACHED)

CITY OF PAHOKEE AGREEMENT FOR PROFESSIONAL SERVICES

**Piggyback City of Lake Worth Beach Request for Proposal
(RFP) #22-204**

**Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department**

This Agreement is made this _____ day of March 2026, between the City of Pahokee, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 207 Begonia Dr, Pahokee, Florida 33476 (the "**City**"), and C.A.P. Government, Inc., whose address is 1910 N. Florida Mango Rd., West Palm Beach, FL 33409 (the "**Consultant**").

WITNESSETH

WHEREAS, the City is in need of a consultant for building department inspections, plan review, code enforcement, and building official services for the City; and

WHEREAS, Lake Worth Beach, through its competitive selection process, awarded a Contract for building department inspections, plan review, code enforcement inspections and building official services ("Contract" hereafter) to the Consultant for substantially the same services sought by the City; and

WHEREAS, the City requested and the Consultant has agreed to honor the terms and pricing of the October 15, 2025 amended Contract; and

WHEREAS, the City desires to accept Consultant's pricing by piggy-backing the Contract including all amended terms, conditions and pricing therein; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this

Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement shall begin on the date that it is fully executed and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended by written amendment signed by both parties for additional two (2) one (1) year terms.

Section 2. Contract Terms. The Consultant agrees to provide the City with building department inspections, plan review, code enforcement inspections and building official services in accordance with the City's requirements as set forth herein and the Standard Contract between Lake Worth Beach and the Consultant dated on or about September 15, 2022 (the "Contract"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the Lake Worth Beach Contract and the Consultant's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Consultant no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Consultant shall submit

a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Tammy Bussey, (Interim City Manager) or subsequent City Manager. The Interim City Manager shall be the City Representative and may be reached at (561) 924-5534 Ext. 2013.

B. If permits are required, Consultant shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Pahokee shall be substituted for Lake Worth Beach with regard to any and all provisions of the Lake Worth Beach Contract, the RFP, and the Consultant's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Consultant made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Consultant shall not commence work on the Project unless and until the requirements for insurance have been fully met by Consultant and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Tammy Bussey, Interim City Manager
City of Pahokee
207 Begonia Dr
Pahokee, Florida 33476

Copy To: Burnadette Norris-Weeks, P.A.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Consultant: Carlos Penin, President
C.A.P. Government, Inc.
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409

Section 6. Severability. This Agreement sets forth the entire agreement between Consultant and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561) 924-5534 ext. 2006, email: cityclerk@cityofpahokee.com OR BY MAIL: City of Pahokee – City Clerk's Office, 207 Begonia Dr, Pahokee, FL, 33476.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Pahokee

By: _____
Tammy Bussey, Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF
AND RELIANCE BY THE CITY OF PAHOKEE ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Nylene Clarke, City Clerk

**CONSULTANT:
C.A.P. Government, Inc.**

By: _____ Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____

EXHIBIT "A"

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

THIS AGREEMENT (“Agreement”) is entered 9/15/2022 by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **C.A.P. Government, Inc.**, a Florida corporation (“Consultant”), with its office located at 1910 N. Florida Mango Rd. West Palm Beach, FL 33409.

RECITALS

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

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

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

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

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

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

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

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

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

SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement commences on October 1, 2022 and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended by written amendment signed by both parties for additional two (2) one (1) year terms. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

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

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

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

SECTION 5: COMPENSATION.

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

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

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

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

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

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

With a copy to:

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

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

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

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

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

SECTION 10: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must

have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

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

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

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

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

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant’s place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

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

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

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

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

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

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

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

C.A.P. Government Inc
Attn: Carlos A. Penin, PE
343 Almeria Avenue
Coral Gables FL. 33134

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

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

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

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

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

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

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

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

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

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

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

SECTION 32: PUBLIC RECORDS.

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

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

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

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

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service,

technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

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

SECTION 36: SCRUTINIZED COMPANIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: Betty Resch
Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne
Melissa Ann Coyne, City Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

CONSULTANT:

C.A.P. Government, Inc.
By: Carlos A. Penin



[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 21st day of JUNE 2022, by Carlos A. Penin, as the President C.A.P. Government, Inc., Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Monica De Castro
Notary Public Signature

Notary Seal:

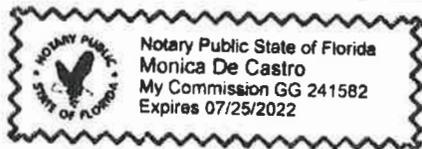


EXHIBIT "A"
Scope of Services

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

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

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

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

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

Building Official Duties & Responsibilities:

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

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

KNOWLEDGE, SKILLS AND ABILITIES:

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

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

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

OTHER CONTRACT REQUIREMENTS:

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

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

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

EXHIBIT "B"
Consultants Rate Schedule

EXHIBIT "A-1"

RFP # 22-204
BUILDING DEPARTMENT INSPECTIONS, PLAN REVIEW, CODE ENFORCEMENT
INSPECTIONS AND BUILDING OFFICIAL SERVICES

RATE SCHEDULE

Item No	Type	HOURLY RATE*
1.	Building Inspections	\$ 80.00
2.	Plan Review	\$ 85.00
3.	Code Enforcement	\$ 75.00
4.	Building Official	\$ 90.00

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

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department)

THIS FIRST AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 10/15/2025, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **C.A.P. Governmental, Inc** a corporation authorized to do business in the State of Florida (“Consultant”).

RECITALS

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

WHEREAS, on September 15, 2022, the CITY and Consultant entered into a Professional Services Agreement for the Consultant to provide building department inspections, plan review, code enforcement inspections and building official services to commence October 1, 2022 (“Agreement”); and

WHEREAS, the term of the agreement was for three (3) years with an option to extend the term for additional two (2) one (1) year terms; and

WHEREAS, the CONSULTANT submitted a new rate schedule for the pricing to be provided under this amendment, which rates are attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, the CITY has reviewed the new unit prices proposed by CONSULTANT and based on the CITY’s review of similar services from other vendors and pricing in the current marketplace, the CITY finds such unit prices to be fair and reasonable and acceptable to the CITY; and,

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the Agreement for an additional one (1) year; with the same terms and conditions and new pricing; and

WHEREAS, the City finds amending the Agreement as set forth herein is in the best interest of the City and serves a valid public purpose.

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

1. **Recitals.** The above Recitals are incorporated into this Agreement as true and correct statements.
2. **Term.** The parties agree that the term of the Agreement is hereby effective as of October 1, 2025, and extended to September 31, 2026.
3. **Scrutinized Companies.** In addition to the certification provided in paragraph 36 of the Agreement, the CONSULTANT also certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and acknowledges the CITY may immediately terminate the Agreement for false certification or if CONSULTANT or any of its subcontractors are placed on this list during the term of the Agreement.
4. Paragraph 37 of the Agreement is hereby deleted in its entirety and replaced with the following.
E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors 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 the CITY upon request;
 - d. Comply fully, and ensure all subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;
 - e. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,
 - f. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant may not be awarded a 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 CITY as a result of the termination of this Agreement.
5. **Compliance with Section 787.06.** By signing the Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).
6. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this First Amendment set 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 First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement remain in full force and effect.
7. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this First Amendment electronically and provide a copy to the other via facsimile or email and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

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



CITY OF LAKE WORTH BEACH, FLORIDA

By: Jamie Brown

Jamie Brown Interim City Manager

ATTEST:

By: Melissa Ann Coyne, MMC
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Elizabeth Jenihan
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

CONSULTANT:

C.A.P. Governmental, Inc

By: [Signature]
Authorized Representative



[Corporate Seal]

STATE OF Florida)
COUNTY OF Miami-Dade)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 18th day of September 2025, by Carlos A. Penin, PE, as the President [title] of C.A.P. Governmental, Inc, a corporation 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 under penalty of perjury 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 C.A.P. Governmental, Inc, to the same.

Notary Seal:



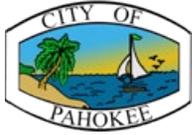
[Signature]
Notary Public Signature

Exhibit "A"
Consultants' Rate Schedule

RATE SCHEDULE

Item No	Type	HOURLY RATE*
1.	Building Inspections	\$92.00
2.	Plan Review	\$97.00
3.	Code Enforcement	\$85.00
4.	Building Official	\$120.00

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



AGENDA
MEMORANDUM

TO: Honorable Mayor and City Commissioners
VIA: Tammy Bussey, Interim City Manager
FROM: Community & Economic Development Department
SUBJECT: Request to Apply - NEAT Grant Applications – Project Fun, Project Fun II and Pahokee Community Garden and Zen Space
DATE: March 17, 2026

GENERAL SUMMARY/BACKGROUND:

The Neighborhood Engagement and Transformation (NEAT) Grant Program is a competitive state grant designed to support community-driven projects that improve public spaces, promote recreation, and strengthen neighborhood engagement. The City of Pahokee has identified three priority projects that align with NEAT’s objectives:

1. **Project Fun – Swing Set:** Installation of a complete swing set at MLK Park to enhance play opportunities for children.
2. **Project Fun – Commercial Shade(s)/Playground Cover(s):** Installation of commercial-grade shade structures at City playgrounds to provide sun protection and increase comfort for residents during outdoor activities.
3. **Pahokee Community Garden and Zen Space Project:** Development of a community garden and wellness-focused Zen space to promote environmental education, health, and community engagement.

These projects collectively support the City’s goals of:

- Enhancing recreational opportunities for children and families.
- Encouraging year-round outdoor activity and wellness.
- Strengthening community engagement through accessible public spaces.
- Investing in durable, long-term infrastructure improvements.

The NEAT Grant application process requires City Commission authorization and designation of an official to execute all necessary grant documents. Additionally, the City must commit to providing any required matching funds, which will be drawn from available budgeted resources or other eligible sources.

BUDGET IMPACT:

There is no immediate fiscal impact associated with this proclamation.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the request to apply for the 2027 NEAT Grant Applications (Project Fun, Project Fun II and Pahokee Community Garden and Zen Space).

ATTACHMENTS:

Resolution 2026-10

Exhibit A: Project Summaries and Letters of Intent

RESOLUTION NO. 2026-10

A RESOLUTION OF THE CITY COMMISSION OF PAHOKEE, FLORIDA, AUTHORIZING THE SUBMISSION OF THREE NEIGHBORHOOD ENGAGEMENT AND TRANSFORMAITON (NEAT) GRANT APPLICATIONS; AUTHORIZING CERTAIN CITY OFFICIALS TO EXECUTE NECESSARY DOCUMENTS FOR THE SUBMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Office of Community Revitalization’s Neighborhood Engagement and Transformation (NEAT) Grants Program provides funding to neighborhood based groups and/or organizations for projects that improve the quality of life in their communities; and

WHEREAS, by offering financial assistance, training, and technical support, the NEAT Grants Program enables residents to develop small collaborative grassroots community projects, and see their ideas through to completion; and

WHEREAS, grant funding is available for projects seeking an award for up to a maximum of \$10,000. Projects require a community contribution of at least the amount of the grant request; and

WHEREAS, NEAT Grants are available and may be awarded for projects located within designated Countywide Community Revitalization Team (CCRT) neighborhoods in unincorporated Palm Beach County and the Glades region, including the municipalities of Belle Glade, South Bay and Pahokee; and

WHEREAS, grants may be used for a wide variety of activities and projects, and resident groups are encouraged to think in new ways about what will work in their communities and with whom they might partner. NEAT grants are intended to build the skills and capacity of project leaders to transform their neighborhoods; and

WHEREAS, the City of Pahokee recognizes the value of enhancing community engagement, recreation, and wellness through strategic investments in public spaces; and

WHEREAS the City of Pahokee desires to submit three (3) NEAT Grant applications for the following projects:

1. Project Fun – Swing Set at MLK Park,
2. Project Fun II – Commercial Shade(s)/Playground Cover(s), and

- 3. Pahokee Community Garden and Zen Space Project, to enhance recreational, educational, and community engagement opportunities for residents; and

WHEREAS, the City Commission finds it in the best interest of the City to authorize the Mayor or Interim City Manager to execute all necessary documents in connection with the NEAT grant application for the projects identified herein; and

WHEREAS, the City Commission has been made aware and acknowledges that matching funds required will be provided from the City’s budget or other eligible sources in accordance with NEAT Grant guidelines as in the best interest of the City.

NOW, THEREFORE, BE RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization to Submit Applications. The City Commission of the City of Pahokee hereby authorizes the submission of three (3) NEAT Grant applications for the following proposed projects: 1) Project Fun – Swing Set at MLK Park; Project Fun II – Commercial Shade(s)/Playground Cover(s); and 3) a Pahokee Community Garden and Zen Space Project, to enhance recreational, educational, and community engagement opportunities for residents.

Section 3 Authorization for Execution. The Mayor or Interim City Manager are hereby authorized to execute any required documents in connection with the NEAT grant application and potential acceptance.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 24th day of March 2026.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McDonald	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

Attachment E: LETTER OF INTENT**(THIS DOCUMENT MUST BE SUBMITTED BY APRIL 9, 2026 IN ORDER TO APPLY)****I. Project Name:** Community Engagement Project - "Project Fun" - Swing Set

Project Summary: The MLK Park Playground Enhancement Project will install a new, complete swing set to expand recreational opportunities for children and families in Pahokee, promoting outdoor activity, improving safety, and enhancing the overall quality and usability of a key community park.

II. Project Name: Project Fun – Commercial Shade(s)/Playground Cover(s)

Project Summary: Project Fun will install commercial-grade shade structures at Pahokee playgrounds, providing sun protection, comfort, and safety for children and families. By enhancing outdoor play spaces, the project promotes physical activity, community engagement, and year-round use of recreational areas, supporting health, wellness, and inclusive public spaces.

III. Project Name: City of Pahokee Community Garden and Zen Space

Project Summary: The Pahokee Community Garden and Zen Space will transform an underutilized parcel into a sustainable garden and wellness area, providing fresh food access, environmental education, and a peaceful space for community gathering, youth engagement, and mental health support.

2027



NEATGRANTS

Neighborhood Engagement And Transformation Grants



Applications Due By: 4 PM, Thursday May 14, 2026

How Can A Neighborhood Association or Group Apply

Contact Chrystal Mathews, NEAT Grants Program Manager, at (561) 233-5565 or by email at @pbc.gov for more information or to discuss your project ideas. Staff assistance is available as organizations plan their project and gather resources. Interested community members are required to attend a Mandatory Pre-Application Conference and to contact the OCR for feedback on their project idea or draft application. We're here to help!

After reviewing the Program Booklet and talking with staff, fill out an Application Form and submit it by Thursday, May 14, 2026.

TABLE OF CONTENTS

PROGRAM INFORMATION

PROGRAM PURPOSE 1

GRANT AMOUNT 1

WHO MAY APPLY 1

PARTNERSHIPS 1

CCRT AREAS MAP 2

GENERAL REQUIREMENTS 3

MINIMUM ELIGIBILITY REQUIREMENTS 3

 Eligible Projects 3

 Ineligible Projects 5

 Funding Restrictions 5

 Matching Requirements 5

 Mandatory Pre-Application Conference 6

LETTER OF INTENT 6

SPECIAL REQUIREMENTS 7

INSURANCE REQUIREMENTS 8

APPLICATION DEADLINE & SUBMISSION 10

SELECTION PROCESS 10

GRANT TIMELINE 12

RESPONSIBILITIES OF GRANT RECIPIENTS 12

GRANT WRITERS' SUPPORT 12

GRANT APPLICATION

APPLICATION CHECKLIST 15

COVER PAGE 16

NARRATIVE 18

PROJECT SCHEDULE 24

PROJECT MAINTENANCE 25

MATCH PLEDGE FORM 27

BUDGET 30

SUPPORT DOCUMENTS 31

 Attachment A – Donation Letter 32

 Attachment B - Partnership Letter 33

 Attachment C - Release and Hold Harmless Agreement 34

 Attachment D – Other Support Documentation 35

 Attachment E – Letter of Intent 36

OTHER USEFUL INFORMATION

GRANT GLOSSARY 37

STEPS IN DEVELOPING A PROJECT 38

QUESTIONS TO ASK VENDORS 39

HAVE QUESTIONS?

Please contact:

Chrystal Mathews

NEAT Grants Program Manager

PBC Office of Community Revitalization

2300 N Jog Rd., West Palm Beach, FL 33411

(561) 233-5565

cmathews@pbcgov.org

PROGRAM INFORMATION

PROGRAM PURPOSE

The Office of Community Revitalization's Neighborhood Engagement and Transformation (NEAT) Grants Program provides funding to neighborhood based groups and/or organizations for projects that improve the quality of life in their communities. By offering financial assistance, training, and technical support, the NEAT Grants Program enables residents to develop small collaborative grassroots community projects, and see their ideas through to completion. Grants may be used for a wide variety of activities and projects, and resident groups are encouraged to think in new ways about what will work in their communities and with whom they might partner. NEAT grants are intended to build the skills and capacity of project leaders to transform their neighborhoods.

Through a competitive application process, the County awards grants to qualifying applicants for specific projects or programs that can be implemented within a one-year time frame and provide a clear public benefit to Palm Beach County neighborhoods.

GRANT AMOUNT

Grant funding is available for projects seeking an award of up to a **maximum of \$10,000**. Projects require a community contribution of at least the amount of the grant request.

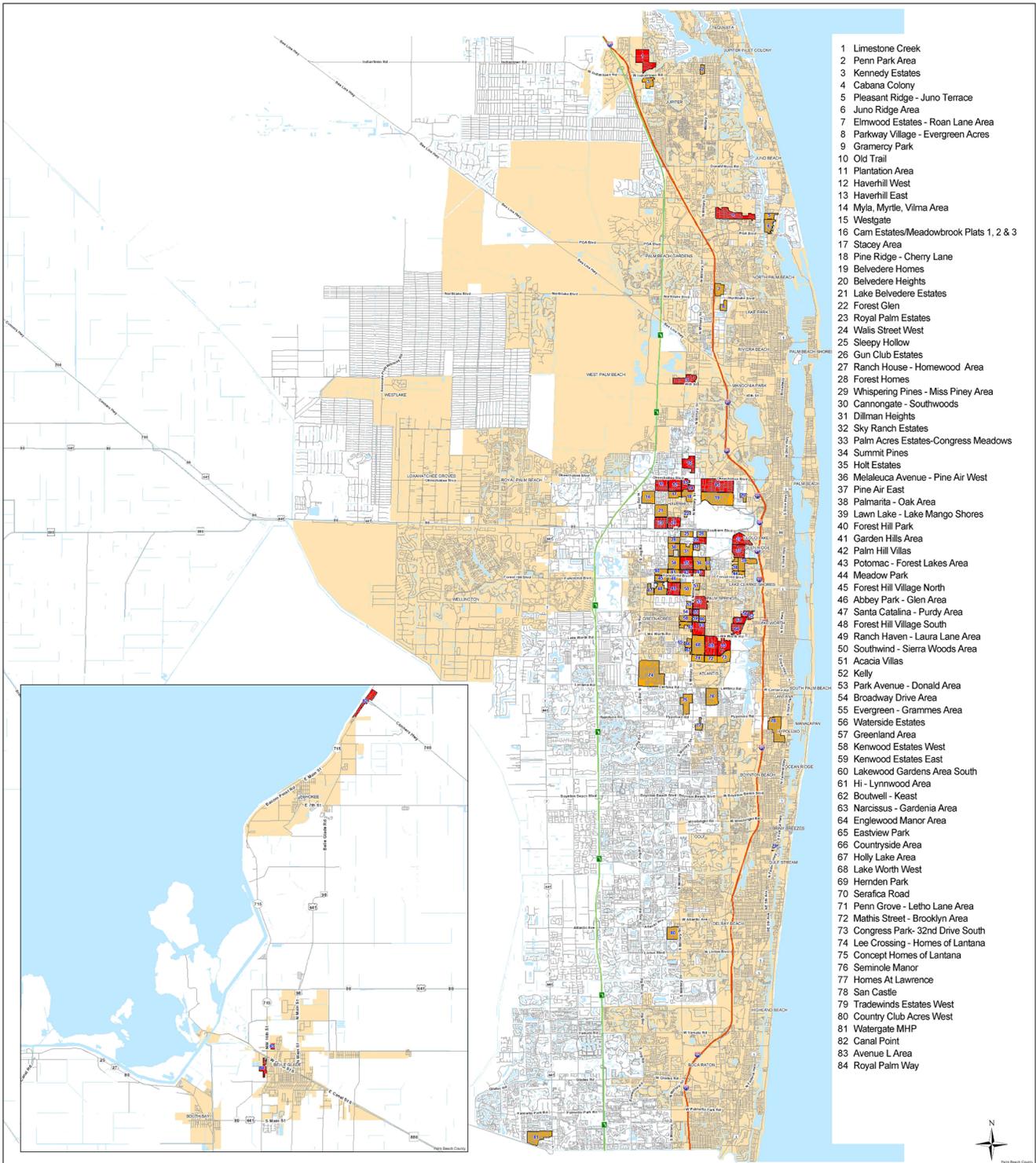
WHO MAY APPLY

NEAT Grants are available and may be awarded for projects located within **designated Countywide Community Revitalization Team (CCRT) neighborhoods in unincorporated Palm Beach County and the Glades region, including the municipalities of Belle Glade, South Bay and Pahokee** (Enter your address on this link -> http://www.pbcgov.org/ccrt_map to find out if you live in a CCRT area). A map depicting all eligible areas under this program is provided on the following page.

Applications will be accepted from individuals, or informal or formal community groups that serve a CCRT neighborhood. Formal community groups include an active neighborhood association/organization or a homeowners' association. Formal community groups must be a Florida nonprofit corporation in good standing to be considered for County funding under the NEAT grant program. There are no limits on the number of applications a community group or organization may submit. However, this is a competitive grant program, and only a limited number of grants will be awarded each calendar year. Palm Beach County reserves the right to limit the number of awards submitted by organizations from the same geographic area and/or operating under the same group or association in order to ensure funds are distributed fairly and equitably.

PARTNERSHIPS

Partnerships are encouraged but not required. To qualify as a partnership, the partnering organization must contribute to the project in a substantial and meaningful way. This could include providing critical resources, services, or technical expertise, or collaboratively executing the project. For each organization identified as a partner, **the applicant must submit a formal letter of support from the partnering organization that outlines their specific role in the project.**



- 1 Limestone Creek
- 2 Penn Park Area
- 3 Kennedy Estates
- 4 Cabana Colony
- 5 Pleasant Ridge - Juno Terrace
- 6 Juno Ridge Area
- 7 Elmwood Estates - Roan Lane Area
- 8 Parkway Village - Evergreen Acres
- 9 Gramercy Park
- 10 Old Trail
- 11 Plantation Area
- 12 Haverhill West
- 13 Haverhill East
- 14 Myla, Myrtle, Vilma Area
- 15 Westgate
- 16 Cam Estates/Meadowbrook Plats 1, 2 & 3
- 17 Stacey Area
- 18 Pine Ridge - Cherry Lane
- 19 Belvedere Homes
- 20 Belvedere Heights
- 21 Lake Belvedere Estates
- 22 Forest Glen
- 23 Royal Palm Estates
- 24 Wallis Street West
- 25 Sleepy Hollow
- 26 Gun Club Estates
- 27 Ranch House - Homewood Area
- 28 Forest Homes
- 29 Whispering Pines - Miss Piney Area
- 30 Cannongate - Southwoods
- 31 Dillman Heights
- 32 Sky Ranch Estates
- 33 Palm Acres Estates-Congress Meadows
- 34 Summit Pines
- 35 Holt Estates
- 36 Melaleuca Avenue - Pine Air West
- 37 Pine Air East
- 38 Palmarta - Oak Area
- 39 Lawn Lake - Lake Mango Shores
- 40 Forest Hill Park
- 41 Garden Hills Area
- 42 Palm Hill Villas
- 43 Potomac - Forest Lakes Area
- 44 Meadow Park
- 45 Forest Hill Village North
- 46 Abbey Park - Glen Area
- 47 Santa Catalina - Purdy Area
- 48 Forest Hill Village South
- 49 Ranch Haven - Laura Lane Area
- 50 Southwind - Sierra Woods Area
- 51 Acacia Villas
- 52 Kelly
- 53 Park Avenue - Donald Area
- 54 Broadway Drive Area
- 55 Evergreen - Grammes Area
- 56 Waterside Estates
- 57 Greenland Area
- 58 Kenwood Estates West
- 59 Kenwood Estates East
- 60 Lakewood Gardens Area South
- 61 H - Lynnwood Area
- 62 Boutwell - Keast
- 63 Narcissus - Gardenia Area
- 64 Englewood Manor Area
- 65 Eastview Park
- 66 Countryside Area
- 67 Holly Lake Area
- 68 Lake Worth West
- 69 Hernden Park
- 70 Serafica Road
- 71 Penn Grove - Letho Lane Area
- 72 Mathis Street - Brooklyn Area
- 73 Congress Park- 32nd Drive South
- 74 Lee Crossing - Homes of Lantana
- 75 Concept Homes of Lantana
- 76 Seminole Manor
- 77 Homes At Lawrence
- 78 San Castle
- 79 Tradewinds Estates West
- 80 Country Club Acres West
- 81 Watergate MHP
- 82 Canal Point
- 83 Avenue L Area
- 84 Royal Palm Way

CCRT Areas

■ Neighborhood Core Area
 Municipalities
 Neighborhood Enhancement Area

Printed on: Feb 12, 2019

Planning, Zoning and Building Department
 2300 N. Jog Road
 West Palm Beach, FL 33411
 (561) 233-5000
 pzbmap@pbcgov.com
<http://discover.pbcgov.org/pzb/>

PROGRAM INFORMATION

GENERAL REQUIREMENTS

1. Applicants must demonstrate that their project meets the minimum eligibility criteria outlined within this section, with the goal of providing a benefit to the community. Within this criteria and grant requirements, the County welcomes creative project ideas that will help achieve neighborhood and community goals, build community pride, leverage volunteer efforts, and create partnerships.
2. Securing any necessary permits and paying for associated permit fees are the responsibility of the applicants.
3. Applicants must enter into a grant agreement with Palm Beach County as a condition of the grant award. The contract will outline the applicant's responsibilities during project implementation.
4. Projects' maintenance is the sole responsibility of the applicant. Failure to maintain project areas might result in denial of future grant funding. Projects are subject to audit which includes staff site visits.
5. Groups that are interested in applying for a grant are required to review their project with the NEAT Grants Program Manager prior to application submittal, and are strongly encouraged to contact the Manager early in the process to discuss initial ideas and overall grant requirements.
6. Applicants must submit no fewer than 2 and no more than 5 color photographs showing the physical location of their proposed project, and a legible and clear sketch, map and/or site plan, showing both the layout of the proposed project and how it relates to the neighborhood and surrounding community.
7. Applicants requesting funds for 501(c)(3) tax designation must be incorporated with the State of Florida and listed on sunbiz.org prior to application submission.

MINIMUM ELIGIBILITY REQUIREMENTS

Eligible Projects

1. Proposed projects must directly involve and engage the community as active participants and must address needs or improve the quality of life in one of the following categories. A list of project ideas is provided under each category. Applicants are not limited to these projects, but are encouraged to review the list for inspiration.
 - **Neighborhood Beautification**
 - Community cleanups
 - Landscaping improvements
 - Pressure washing and exterior painting
 - Murals

PROGRAM INFORMATION

- **Neighborhood Identification**
 - Community banners
 - Unified address plaques and numbers
 - Uniformed mailboxes
 - Uniform trash cans
- **Neighborhood Organizing and Sustainability**
 - Obtaining 501(c)(3) designation from the IRS (for groups already incorporated with the state)
- **Neighborhood Outreach and Capacity Building**
 - Bulletin boards
 - Yard Signs (yard or volunteer of the month, meeting date, etc.)
 - Community newsletters
- **Public Safety and Crime Prevention**
 - Crime watch and crime prevention projects
- **Community Gardens**
 - Community gardens
 - Butterfly gardens
 - Community cookbook
- **Neighborhood Green Projects**
 - Community tool library
 - Recycling projects
 - Lake and canal improvements
 - Pet/waste receptacles
- **Emergency Preparedness**
 - Creation of a neighborhood directory
 - Neighborhood preparedness tool kit
- **Other**
 - Little free libraries/pantries
 - Minor playground improvements
 - Benches, gazebos, pavilions
 - Infrastructure, resilience and/or other eligible minor neighborhood improvements

2. Qualifying projects must:

- Provide a clear public benefit to the community it serves;
- Have neighborhood/community support;
- Be permitted by County and/or local government regulations;
- Have the required government consent or permit if proposed on public property;
- Have owner's consent if proposed on private property;
- Be designed for no/very low maintenance;
- Must be completed within 9 months; and
- Must match dollar for dollar the total grant amount requested with volunteer time, in-kind donations of goods and services, and/or financial contributions.

PROGRAM INFORMATION

Ineligible Projects

- Ongoing general organizational support such as rent, utilities, or staff;
- Direct grants, scholarships or loans for the benefit of specific individuals;
- Health fairs or Health and Human services related events or items;
- Fundraising activities, community events, parties and/or festivals;
- Request for uniforms; and/or
- Projects, programs or resources that are already offered for free in Palm Beach County.

Funding Restrictions

Funds cannot be used for:

- Projects that have another source of County funding and/or process (e.g., sidewalks, streetlights, speed humps and other traffic calming devices, etc.);
- Projects which are in conflict with existing County projects or departmental policies;
- Projects on public property without government consent;
- Projects on private property without owners' consent;
- Projects that don't serve a public purpose;
- Projects benefiting a property owner, agency or organization directly or indirectly;
- Requests for salaries or operating expenses; and
- Projects that do not provide the required match.

Matching Requirements

The amount of the applicant's contribution to the project must at least equal the total amount of grant funds requested from the County. A combination of cash, volunteer labor and/or in-kind donations of goods or services directly related to the implementation of the proposed project can be used as match. All contributions must be documented using the Match Pledge Form included in the grant application packet. The contributions must also be documented on the budget table which is part of the grant application.

- Volunteer labor or professional services contributed before the grant is awarded cannot be counted toward the match.
- The match may not include resources or funding from other County departments.
- All match funds must be assigned to a particular line item in the project budget, and be directly related to the project's implementation.
- The applicant must provide documentation (receipts, etc.) for the match funds expended during the project and include it in the final report.
- Applications not meeting the above matching requirements will be subject to disqualification.

PROGRAM INFORMATION

- Project maintenance for two years after the grant is awarded can count toward the applicant match.

Match Component	Definition	Requirements
Cash	Cash contributions or donations, proceeds from neighborhood fundraisers, or other cash the applicant will contribute to the project to partially cover the cost of supplies, materials and/or services.	Provide bank statements or a letter from a bank or fiscal sponsor, if applicable to document the funds.
In-kind Contributions	Estimated “fair market value” of supplies, equipment and materials, space or professional services donated.	Donors must document the value of their contributions on official letterhead or through the use of the Donation Letter provided.
Volunteer Labor	Volunteer labor from volunteers who reside in the defined boundaries of the applying neighborhood for the implementation of the project, valued at \$25 per hour. Maintenance for a two (2) year period after the grant is awarded can also be counted as part of the match.	Unlimited
Private Grants and other sources	Grants that have been awarded to the applicant and that are directly related to the implementation of the proposed project	Unlimited

Mandatory Pre-Application Conference

There will be a mandatory pre-application conference on Thursday, March 10, 2026 at 6:00 p.m. for all applicants submitting grant applications. Confirmation of attendance must be received no later than March 9, 2026 to have your name on the confirmed list.

Please reserve and confirm attendance by registering online at: <https://survey.alchemer.com/s3/6646626/FY2027-NEAT-Grant-Pre-application-Conference>. Please let the grant manager know if you do not receive a timely confirmation of your registration.

The NEAT Grant Guidelines and all associated documents are available on the OCR website at <http://discover.pbcgov.org/ocr/Pages/NEAT-Program.aspx> or the Office of Community Revitalization located at 2300 N Jog Rd., Suite 2E-50, West Palm Beach, Florida 33411; Monday through Friday, 8:00 a.m. to 4:00 p.m.

Letter of Intent

After attending the mandatory virtual pre-application conference, interested participants are required to submit a Letter of Intent (Attachment E) no later than **4:00 p.m. on April 9, 2026**. All Letters of Intent should be emailed to cmathews@pbc.gov. Late submittals will not be accepted and will result in NEAT Grant disqualification.

OCR Staff will conduct a preliminary eligibility review of letters of intent submitted by the deadline to ensure the proposed projects are located in designated CCRT areas and/or the Glades region, including the municipalities of Belle Glade, South Bay and Pahokee. **Letters of Intent that are not proposed for an eligible area will not be considered.**

PROGRAM INFORMATION

SPECIAL REQUIREMENTS

Read the following information carefully. This list will provide guidance regarding any special requirements for your proposed project:

Necessary Permits

In unincorporated Palm Beach County, a “building permit” is required for any man-made structure being built, installed, or permanently affixed to the ground whether on private property or in the (public) County Right-of-Way. Examples of a structure would include, but not be limited to: neighborhood signs, fences, walls, fountains, gazebos, pavilions and sheds.

Note: Contractors must be licensed and registered in Palm Beach County to perform all construction work.

All approved projects under this grant program must be constructed in accordance with all applicable federal, state and local laws. All projects built on property owned by a person or entity other than the grant applicant shall require written permission and releases from the property owner, whether public or private. Approved projects shall also require written permission and applicable permits from appropriate public agencies (i.e., Florida Dept. of Transportation, Palm Beach County Traffic Engineering, Parks and Recreation, Land Development, etc.). Any necessary permits from applicable County/City Departments will be the sole responsibility of the applicants. To ensure the above list is satisfied, the applicant must contact the applicable County/City permitting agencies (i.e. Zoning Division, Engineering Services, Building, etc.) for compliance with permitting standards and expectations. The following contact information is provided for your convenience:

Land Development contact persons: Scott Cantor, Division Director of Land Development at (561) 684-408

Palm Beach County Sheriff’s Office contact person: Deputy Robert Woods— WoodsR@pbso.org

Parks and Recreation contact person: Daniel Duenas, Senior Planner – (561) 966-6659 dduenas@pbc.gov

Planning, Zoning and Building contact person: Cindy Hoskin, Director I- (561) 233-5227
choskin@pbc.gov

Risk Management contact person: Liz Plaska, Property and Casualty Insurance Claims Manager – (561) 233-5422
Eplaska@pbc.gov

It is the applicant’s responsibility to obtain information on documents and/or any permits that may be required for project implementation. THE APPLICANT WILL BE RESPONSIBLE FOR ANY UNANTICIPATED PERMITTING FEES!

PROGRAM INFORMATION

Vendor Quotes

All applicants shall be required to provide a minimum of three (3) vendor quotes (contractors, consultants, suppliers of plant materials, etc.) for their proposed project. Be sure that all quotes are identical in work and products.

Applicants will be required to verify the quotes upon approval of their projects. It is the responsibility of the applicants to approach required vendors and provide written documentation indicating their commitment to the proposed project scope.

All modifications to approved vendor quotes should be submitted in writing to the Office of Community Revitalization for review and approval.

Vendor Registration

Upon grant approval, applicants will be required to register as a vendor with Palm Beach County in order to be reimbursed for expenditures. To register click on the below link:

<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

If you have questions or have problems registering, you may contact a specialist who will guide you through the process at (561) 616-6800.

Insurance Requirements

As part of the formal Contract/Agreement executed with Palm Beach County, all approved NEAT Grants' recipients will be required to provide proof of insurance (a Certificate of Liability) to cover the project development, unless prior approval from Palm Beach County Risk Management Department has been given to waive the insurance requirement on the proposed project. The minimum insurance requirements are as follows:

- A Commercial General Liability policy issued in the name of the applicant with limits of at least \$500,000 per occurrence.
- The policy must include an additional insured endorsement in favor of "Palm Beach County Board of County Commissioners."
- The Certificate of Insurance must be issued to Palm Beach County Board of County Commissioners, c/o OCR Director, OCR 2300 North Jog Road, West Palm Beach, FL 33411.
- A minimum 10-day notice of cancellation must be included.

Insurance Requirements

PROGRAM INFORMATION

Grouped by the type of entity that will sign the contract, if awarded

Corporations:

Proof of insurance meeting the minimum requirements is required at the time of application for all corporations, including non-profit corporations and 501(C)(3)s.

Individuals, community members (not including HOAs), and residents:

To be determined on a case-by-case basis.

HOAs & Community Associations:

Working on HOA or Community property:

No proof of insurance is required for work upon/within community areas

Working on private property and/or County’s Right-of-Way:

Proof of insurance meeting the minimum requirements is required for work proposed on private property or within the county’s right-of-way.

School Districts, municipalities, and other public entities:

No proof of insurance is required; however, the contract will include an indemnification provision consistent with FS 768.28 Florida Statutes.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS
Commercial General Liability*	\$500,000 each occurrence
Workers’ Compensation	Statutory
Automobile Liability (if you provide transportation in your vehicle)	\$500,000 each accident
<i>*Commercial General Liability policy must be endorsed with: “Palm Beach County Board of County Commissioners” as an Additional Insured, if you are awarded.</i>	

Professional Service Providers and Volunteers

Professional service providers:

All contractors you will hire to do work using grant funds must be insured.

If you are awarded, you are required to ask your contractor to endorse:

- 1) Yourself, or your entity,
- 2) “Palm Beach County Board of County Commissioners” as Additional Insureds on the contractor’s commercial general liability policy.

Volunteers, community-members, residents, & other participants:

Each one must sign the Release and Hold Harmless Agreement on page 34 of this application.

PROGRAM INFORMATION

APPLICATION DEADLINE & SUBMISSION

In order to be considered for funding, all grant applications must be received by **4PM on Thursday, May 14, 2026**.

Please email a single pdf of the grant application. If the pdf file is too large, you can use a software program to reduce its size prior to submission like the one offered at www.smallpdf.com. You may otherwise provide a jumpdrive of the pdf to the address below:

Palm Beach County Office of Community Revitalization
c/o Chrystal Mathews, Senior Neighborhood Programs Specialist
2300 North Jog Road
West Palm Beach, FL 33411

Email the pdf file to: cmathews@pbc.gov

Subject Line:
FY2027 NEAT Grant (Insert Organization Name/Project Name)

An email will be sent within 48-72 hours of submission to verify application receipt.

The OCR recommends that applicants submit their application at least 2-3 days early to ensure there is time to respond if notified that their application is incomplete. **For the application checklist, see page 15.** If you have questions about the application or submission process, please contact Chrystal Mathews, NEAT Grants Program Manager, at (561) 233-5565 or via email at cmathews@pbc.gov.

SELECTION PROCESS

1. Grants will be awarded through a competitive process. Grant applications submitted by the deadline will be reviewed by OCR staff to ensure that minimum eligibility requirements have been met. Applications not meeting minimum eligibility requirements will be disqualified and not considered for funding.
2. The remaining applications will be submitted to the NEAT Grants Program Review Committee (the "Committee") for evaluation. The committee is made up of representatives from the Planning, Zoning and Building Department; Engineering; Risk Management; Parks and Recreation; Emergency Management; and the Palm Beach County Sheriff's Office. Applicants may be contacted during the review process to correct any deficiencies in their submittal and/or provide additional information.

The Committee will:

- Evaluate each application;
- Comment on the feasibility of each project;
- Identify potential conflicts or issues of concern with project implementation;

PROGRAM INFORMATION

- Provide comments on any contingencies that would need to be placed on a particular project if recommended for approval; and
 - Score and rank all qualifying applications based on their alignment with the grant program’s purpose, the ranking criteria and funding availability.
3. Members of the Committee will rate how well each project meets the below listed criteria and then recommend full, partial or no funding for each project. The committee serves in an advisory capacity and makes a recommendation to the Director of the Office of Community Revitalization for final review and submittal to the Palm Beach County Board of County Commissioners (BCC) for funding approval. A formal agreement with grantees will be executed.
 4. Notwithstanding the Committee’s criteria-based rankings, the Committee has the discretion to recommend full, partial or no funding for any or all of the project applications submitted based on factors including, but not limited to, conflicts, project implementation, and the fair and equitable distribution of grant funds.
 5. All funding recommendations are subject to BCC approval and successful contract negotiations.
 6. Projects approved by the BCC, but later determined to be ineligible for implementation, shall be terminated and grant funding will not be provided for the particular project.

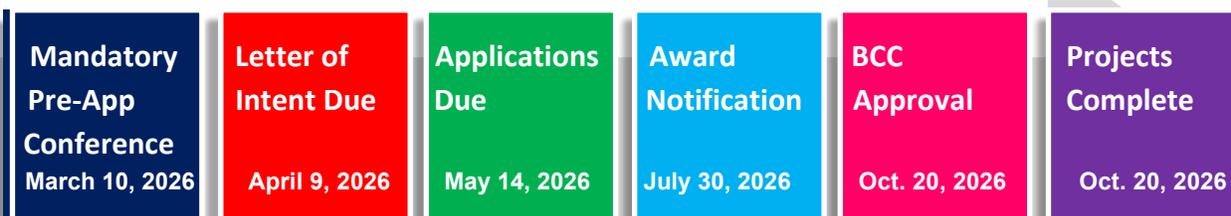
The following criteria will be used by the NEAT Grants Program Review Committee to rank the applications (Maximum Points = 105):

CRITERIA	Priority WEIGHT	EXPLANATION OF CRITERIA
Project Location	15	Is the project located in a designated CCRT area.
Tangible Neighborhood Benefit	35	The project results in an observable, physical improvement to the neighborhood or a measurable change in sense of local community or neighborhood identity. The project provides a continuing benefit. The project reflects a priority need of the neighborhood in which it is proposed or as identified in a plan or survey developed in collaboration with the County or Lake Region municipalities.
Neighborhood and Community Involvement/Improvement	25	The project involves and fosters collaboration between neighbors and other neighborhood groups, community organizations and government agencies. The project demonstrates broad neighborhood support and improves the neighborhood.
OCR Mission/Best Use of County Funds	25	The project aligns with OCR’s mission to strengthen neighborhoods by engaging citizens’ participation , enhancing governmental response to community needs, and providing education, technical and financial assistance to help residents plan and implement sustainable neighborhood improvements.
Bonus Points	5	Cash match is greater than 50% of requested funds.

PROGRAM INFORMATION

GRANT TIMELINE

Applications must be received by **4 PM on Thursday May 14, 2026**. Applicants will be notified of grant recommendations by July 30, 2026. Applicants for projects recommended for funding will be required to meet with the NEAT Grants Program Manager to review and sign a grant agreement. Grantees must complete their projects, expend all grant funds, and submit their final reports no later than one month prior to the grant expiration date.



RESPONSIBILITIES OF GRANT RECIPIENTS

If awarded a grant, recipients are expected to:

1. Sign an agreement with Palm Beach County before proceeding with their project;
2. Attend an orientation session prior to receiving funds;
3. Clearly acknowledge support from the OCR's NEAT Grants Program in their programs and all related promotional material including publications and websites;
4. Obtain all necessary permits and approvals;
5. Ensure that volunteers fill out a Release and Hold Harmless Agreement;
6. Complete their projects and spend all grant funds no later than one month prior to the project expiration date;
7. Maintain records within the contract period; and
8. Submit a final grant report that will include a 2-3 page narrative, budget summary, and images of the project. The final report must be submitted within 30 days of the completion of the project and no later than the grant expiration date.

GRANT WRITERS' SUPPORT

You may contact the OCR at any time if you have questions. You can reach Chrystal Mathews, NEAT Grants Program Manager, at 561-233-5565 or cmathews@pbc.gov.

Applicants are required to attend the pre-application conference on Thursday, March 10, 2026. The conference will include an overview of project criteria and eligibility requirements, tips for writing successful grant applications, and opportunities for attendees to ask questions and get feedback on project ideas. To RSVP

PROGRAM INFORMATION

for the conference please visit <https://survey.alchemer.com/s3/6646626/FY2027-NEAT-Grant-Pre-application-Conference>

FY2027 Neighborhood Engagement and Transformation Grant Program

DEADLINE

Application deadline: Thursday, May 14, 2026 no later than 4:00 pm.

Deadline is firm and late applications will not be accepted.

INSTRUCTIONS

1. Before filling out a project application:
 - Read and follow the **NEAT Grants Program Booklet**.
 - Discuss your project idea with Chrystal Mathews, NEAT Grants Program Manager, before submitting an application. Call (561) 233-5565 or email cmathews@pbc.gov
2. The application provided must be used. Please type the application. Incomplete applications will not be considered for funding.
3. Submittal of Application

Submit one pdf file of the entire application packet by email to cmathews@pbc.gov. If the pdf file is too large, you can www.smallpdf.com. This page is intentionally left blank.

You may otherwise provide a jumpdrive of the pdf to the address below:

Palm Beach County Office of Community Revitalization
 c/o Chrystal Mathews, Senior Neighborhood Programs Specialist
 2300 North Jog Road
 West Palm Beach, FL 33411

Email the pdf file to: cmathews@pbc.gov

Subject Line: **FY2027 NEAT Grant (Insert Organization Name/Project Name)**

GRANT APPLICATION

APPLICATION CHECKLIST

A complete grant application must include the following components. Please use this checklist prior to submitting your grant application.

APPLICATION COMPONENTS		✓
1.	Cover Page	
2.	Narrative	
3.	Property Owners' Consent Form	
4.	Neighborhood Support Form	
5.	Project Schedule	
6.	Project Maintenance	
7.	Match Pledge Form	
8.	Budget	
9.	Nonprofit Organization	
10.	Copy of Certificate of Incorporation (If applicable)	
11.	Proof of 50% or more match of the total project cost cash contributions	
12.	Proof of cash availability (bank statements and/or donation letter), if applicable	
13.	Proof of liability insurance (minimum policy value of \$500,000)	
14.	Three (3) Vendor Quotes	
15.	Street/plat map showing location of the project	
16.	Layout/sketch for the project	
17.	2-5 Original color pictures of proposed project site (digital pictures preferred)	
18.	Donation Letters (if applicable):	
19.	Release and Hold Harmless Agreement (if applicable):	
20.	Partnership Letters (if applicable):	

GRANT APPLICATION

COVER PAGE

The cover page is the first page of your application and will provide a reference and summary for reviewers. Below is a description of the main items included in the cover page.

- **Project Name:** A brief descriptive title for your proposed project.
- **Project Category:** Indicate the category of your project (see list on pages 3 and 4 of this booklet).
- **Project Address or Location:** State the exact address of the proposed project and indicate whether it is located within one of the designated Countywide Community Revitalization Team (CCRT) areas. The map can be found on Page 2 of this booklet.
- **Project Summary:** The project summary should be described in less than 50 words and provide a short, stand-alone description of the project. Think of this as a brief explanation that could appear in a press release or other publicity document.
- **Partner Organizations:** The names of any organizations officially partnering on the proposed project. Partnerships are optional - if there are no partnerships, write 'N/A'.
- **Applicant Name:** The lead organization or group responsible for submitting the application, coordinating the project, and meeting all grant requirements.
- **Project Coordinator:** The name of the primary contact person for the application and grant administration.
- **Mailing Address:** The contact person's mailing address.
- **Day Phone:** The contact person's telephone number.
- **Email:** The contact person's email address.
- **Requested Funding Amount:** The total dollar amount being requested (up to \$10,000).
- **Total neighborhood match:** The total dollar amount contributed to the project (at least the same amount of grant funds being requested).
- **Total Project Cost:** The total cost of the project.
- **Federal Tax Identification #:** The applicant organization's Federal Tax Identification number, if applicable.

GRANT APPLICATION

COVER PAGE

Project Name:

Project Category: Project Category: (Only Select One)
 Neighborhood Beautification____ Neighborhood Identification____
 Neighborhood Organizing and Sustainability____ Neighborhood Outreach and Capacity Building____
 Public Safety and Crime Prevention____ Community Gardens____ Neighborhood Green Projects____
 Emergency Preparedness____ Other____

Project Address or Location:

All projects must be located within a designated Countywide Community Revitalization Team (CCRT) Area and/or the Glades region, including the municipalities of Belle Glade, Pahokee and South Bay. Please indicate which area below:
 CCRT Area:_____ Glades Region:_____

Project Summary: Briefly describe the project in 50 words or less:

Partner Organization(s):

Applicant Information

Applicant Name:

Project Coordinator:

Mailing Address:

Cell Phone: _____ **Email:** _____

Project Funding Request

Requested Funding Amount: _____ \$

Total Neighborhood Match (must be equivalent to request, at minimum): _____ \$

Total Project Cost: _____ \$

Supplemental Information

<p>Is the applicant a Nonprofit 501(C)3 Organization? (If yes, attach a current copy of the IRS Affirmation or Determination letter)____ Yes ___ No</p> <p>Federal Tax Identification #</p>	<p>Is the applicant organization incorporated with the State of Florida? (If yes, attach copy of the Certificate of Incorporation) ___ Yes ___ No</p>
--	--

Applicant Certification

The signatory below declares that s/he is legally authorized to sign on behalf of the neighborhood group/organization s/he represents. S/he further declares that the information contained with this application is correct, assures that neighborhood residents are in support of the proposed project, and assures that any funds received will be used only for the purposes set forth herein.

Name:	Signature:	Date:
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GRANT APPLICATION

NARRATIVE

To ensure that all required information is included and to assist the NEAT Grants Review Committee in evaluating each proposal, please respond to the following questions by answering all the prompts in the order they are listed on the forms provided below. Grant reviewers respond best to a clear, concise narrative.

Project Description and Neighborhood Benefit

- A.** Project Description - What do you want to do and why do you want to do it? What are the objectives and anticipated outcomes of the project and how will you measure success? Provide an overview of the entire project (e.g. what initiative will be undertaken? what improvements will be constructed, installed, or applied?) *Remember to demonstrate the need for the project.*
- B.** What are the specific items you are requesting funding for under this grant?
- C.** Location and land ownership of the proposed project - Where is the project located? Please state the **exact** location of the project, including an address or cross streets, if applicable. Is the project on private property? (Right-of-way use agreement/permit will be required.) - Is the project on property owned by a private property owner? (Property owner may need to sign an access agreement for community use or consent).
 - Submit a map showing the street names of where the project will be located and in relation to the neighborhood and surrounding community.
 - **Submit a sketch drawing/site plan/layout** showing where improvements will be made. **Include 2-5 original color photos if applicable**, and include a brief description of each photo.
- D.** How will property owners directly adjacent to or affected by the project be notified of project implementation and detail?
- E.** Neighborhood Benefit: Does the project meet a need unique to your neighborhood? How will it benefit your neighborhood? How will it contribute to neighborhood identity, foster a sense of community and strengthen relationships? What is the lasting impact of your project on the neighborhood and how it will help promote long-term community goals?

PROJECT DESCRIPTION AND NEIGHBORHOOD BENEFIT

A. Provide a complete description of your project:

[Empty text box for project description]

B. List the specific items you are requesting to be funded through this grant:

Location and Land Ownership

C. Project Address or Location:

Parcel Control Number(s) (PCN):

Name of subdivision and/or neighborhood:

Is the proposed project located on public property? (If yes, a permit may be required).
 Yes No Applicant is required to obtain necessary permits and authorization to use the property for the intended use.

Is the proposed project located on private property? (If yes, complete Consent Form provided on the following page)
 Yes No

Neighborhood Benefit

D. Please explain how the project will benefit the neighborhood and how it will promote long term community goals:

Neighborhood and Community Involvement

- Demonstrate broad participation and support of neighborhood residents with your project. Applicants are required to complete the “Neighborhood Support Form” on the following page.
- Provide examples of how residents participated in selecting and planning your project. How will residents be involved in the implementation of the project?
- Are you working with other public, private or non-profit organizations on this project? If so, describe who and how.

NEIGHBORHOOD AND COMMUNITY INVOLVEMENT

Describe how neighborhood input for this project was obtained and how neighborhood residents will be involved in the implementation of your project:

Describe what other organizations you are planning to work with to carry out the project and how:

PROJECT MAINTENANCE

It is not the intent of this program to increase maintenance activities for County or Municipal Staff. As such, the applicant will be required to provide the maintenance, including but not limited to routine watering, weeding, mulching, trimming, mowing, and pruning of plant material, and the routine cleaning, repairing, painting, and refinishing of sign equipment, or structures. The project will be expected to be maintained for at least the term provided within the Agreement. **Project maintenance for two (2) years can count toward the applicant match. Maintenance beyond two years is required, but does not count toward the match.**

1. Describe how the project will be maintained over the term of the contract and after implementation.
2. Provide a maintenance schedule showing the specific duties that will be performed to maintain the project.
 - Identify who will be primarily responsible for each duty or activity.
 - Indicate the number of volunteers committed to perform the maintenance of the project.
3. Describe your backup plan in the event the volunteers fail to perform required maintenance duties.

Project Maintenance Plan		
Describe how the project will be maintained over the term of the contract and after implementation:		
Maintenance Schedule		
Duty or Activity	Person Responsible	# of Volunteers

GRANT APPLICATION

BUDGET

The following is intended to serve as a guide for preparing the project budget. It includes information on identifying and clarifying overall project costs and instructions for preparing the required budget documentation. The budget should be clear, appropriate and sufficient to complete the project. Costs should clearly support the proposed tasks and be consistent with the project narrative.

To complete the budget, identify ALL costs associated with the project and list them under the appropriate category. The budget form, provided on the following page, is divided into 4 major headings:

- Budget Items Description & Expenses(A)
- Requested Grant Funds (B)
- Neighborhood Match (C)
- Total Project Cost (D)

All proposed purchased and donations must be documented on the budget. Written documentation must be provided to support the neighborhood match.

A. Budget Item Description and Expenses: Provide a brief description of each item needed to complete the proposed project, the quantity of each item, the unit cost, any other charges associated with a particular item, if applicable, and the total cost of each line item. Please note that Palm Beach County does not pay for sales tax and this expense, therefore, is not eligible for reimbursement under this grant.

- **Supplies and Materials:** List all items needed to build and complete the project. You must provide three vendor quotes for each item listed on the budget.
- **Services:** List any expenses associated with technical assistance from professionals or other services that may be required for project implementation. Support documentation must be provided on letterhead from the service provider.
- **Other:** List any costs that are not specific to any of the above categories.

B. Requested Grant Funds: Amount of money requested for each line item from the NEAT Grants program.

C. Neighborhood Match: The amount of the applicant's contribution to the project must at least equal the total amount of grant funds requested from the County. A combination of cash, volunteer labor and/or in-kind donations of goods or services directly related to the implementation of the proposed project can be used as match.

- **In-Kind Contributions:** Estimate the value of any **in-kind donations** and/or **Volunteer Hours**. In-kind donations may include project materials, technical assistance from professionals, other donated services and labor, and general volunteer hours.

Donated equipment, materials and supplies should be valued at the retail market rate these items would cost if purchased. For discounted materials made available at a reduced rate by a retailer, the difference between the retail and discount price may be counted as an in-kind donation.

Donated services or labor should be valued at the rate these individuals would have been paid for their services. General volunteer hours should be valued at \$33/hr.

- **Cash Donations, Private Grants and Other Sources:** List any additional dollars supporting this project. This could include private grants from other organizations or direct financial support (cash donations) from your organization/neighborhood group or other sources.

GRANT APPLICATION

SUPPORT DOCUMENTS

This section of the application includes all the attachments that must be submitted with your application in the order listed below.

Attachment A: Donation Letter - Use this letter to document donated cash, materials and/ or professional services.

Attachment B: Partnership Letter – Use this letter of support from any partner organizations explaining how they will actively participate in the project.

Attachment C: Release and Hold Harmless Agreement- Use this form to document any volunteer who performs any services connected with the project.

Attachment D: Other Support Documentation - Attach and clearly label the following items as applicable to your project and application:

1. Nonprofit Organization: Include a copy of a current IRS determination letter indicating 501c3 tax exempt status
2. Copy of Certificate of Incorporation
3. Proof of 50% or more match of the total project cost
4. Proof of cash availability (bank statements and/or donation letter)
5. Proof of liability insurance (minimum policy value of \$500,000)
6. Three (3) Vendor Quotes
7. Street/plat map showing location of the project
8. Layout/sketch for the project
9. 2-5 Original color pictures of proposed project site (digital pictures preferred)

Attachment E: Letter of Intent – Use this document to provide a brief description of your project. Do not include the letter of Intent with your application.

Attachment A: Donation Letter

This letter confirms that the below listed organization/business/individual supports and agrees to donate on behalf of the implementation of _____ proposed project.
(Applicant Name)

Name of Organization:
Address:
Email:
Telephone:
FEIN:

Donations:

The donation will consist of the following:	
Cash: \$	
Materials/Equipment: (Indicated the amount and value of the items being donated):	
Estimated dollar amount: \$	
Professional Services:	
Estimated market value dollar amount: \$	Estimated rate per hour: \$
Total number of hours donated: \$	

Signature:	Date:
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Attachment B: Partnership Letter

Please submit a letter of support from any partner organizations, on the organization's letterhead, explaining how they will actively participate in the project. A Partnership letter Example is provided below.

<Date>

Dear NEAT Grants Program Review Committee,

[Partner Organization's Name] is very pleased to support the [your Organization's Name] application for a Neighborhood Engagement and Transformation (NEAT) Grant through the Office of Community Revitalization and to confirm our commitment to partner with the organization to implement [your project's name] project.

The project will [explain what the project will achieve or need it will address]. We strongly support this project and grant application because [please explain why you support the project and application, how it aligns with the mission of your organization, and describe any ongoing relationships with the applicant if applicable].

[Partner Organization's Name] has agreed to work with [your Organization's Name] once the grant is approved, and will contribute to the project by providing the following: [describe the specific role and commitment to the proposed project ie. Personnel, financial resources, in-kind contributions, etc].

We look forward to the opportunity the NEAT Grants Program funding will provide to implement the proposed project and working with [your organization's name] in its implementation. Thank you for your consideration and please feel free to contact me or my staff regarding [Partner Organization's Name] involvement in this effort.

Sincerely,

[Signature of Partnering Organization's Authorized Representative]

<Printed Name of Organization's Authorized Representative>

<Title>

<Organization Name>

Attachment C: Release and Hold Harmless Agreement

This Release and Hold Harmless Agreement ("Agreement") is made this _____ day of _____, _____, by _____ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to _____ allow the _____ to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.

2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: _____ Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment D: Other Support Documentation

(Attach all support documents after this page)

Attachment E: LETTER OF INTENT

(THIS DOCUMENT MUST BE SUBMITTED BY APRIL 9, 2025 IN ORDER TO APPLY)

LETTER OF INTENT	
Project Name:	
Project Category: (Only Select One) Neighborhood Beautification ___ Neighborhood Identification ___ Neighborhood Organizing and Sustainability ___ Neighborhood Outreach and Capacity Building ___ Public Safety and Crime Prevention ___ Community Gardens ___ Neighborhood Green Projects ___ Emergency Preparedness ___ Other ___	
Project Address or Location:	
All projects must be located within a designated Countywide Community Revitalization Team (CCRT) Area and/or the Glades region, including the municipalities of Belle Glade, Pahokee and South Bay. Please indicate which area below: CCRT Area: _____ Glades region: _____	
Project Summary: Briefly describe the project in 50 words or less:	
Partner Organization(s):	
Applicant Information	
Applicant Name:	
Project Coordinator:	
Mailing Address:	
Cell Phone:	Email:
Project Funding Request	
Requested Funding Amount:	\$
Total Neighborhood Match (must be equivalent to request, at minimum):	\$
Total Project Cost:	\$
Supplemental Information	
Is the applicant a Nonprofit 501 (C) 3 Organization? (If yes, attach a current copy of the IRS Affirmation or Determination letter) ___ Yes ___ No Federal Tax Identification #	Is the applicant organization incorporated with the State of Florida? (If yes, attach copy of the Certificate of Incorporation) ___ Yes ___ No

OTHER USEFUL INFORMATION

GRANT GLOSSARY

Authorized Signature: The signature of the person who is legally authorized to sign on behalf of your organization.

Budget estimate: Projected expenses for proposed project, including: materials, supplies, services, and applicant match (i.e. volunteer hours, in-kind donations, cash, etc).

Deadline: Time beyond which applications will not be considered.

Donation: Goods or services given to the association and/or applicant with a measurable value.

Final Report: A summary of your project's outcomes.

Grant Expiration Date: The day on which funding cycle ends.

In-Kind: A value placed on a donation that may be counted toward match (i.e. donation of landscape material sold at retail for \$100.00 would count as a \$100.00 match).

Maintenance: Ongoing care of proposed project by the applicant.

Materials: Items needed to complete your project.

Narrative: The portion of the application in which you describe who, what, when, where, why and how.

Requested Grant Funds: Amount of money requested from the NEAT Grant Program to implement your project.

Neighborhood Match: Value of community's contribution towards the project.

Operating expenses: Expenditures that a business/organization incurs to engage in any activities not directly associated with the service provided.

Public benefit: Positive effects of a project or program upon the community/city-at-large.

Public property: Any County/City-owned land (i.e. recreation centers, parks, public rights-of- ways, etc) or land and facilities controlled by a governmental agency.

Right-of-way: Any street, avenue, boulevard, highway, sidewalk or alley or similar place dedicated for vehicular and/or pedestrian use, which is controlled by the City, County, State or Federal government.

OTHER USEFUL INFORMATION

STEPS IN DEVELOPING A PROJECT

1. Brainstorm project ideas- After carefully reviewing the grant application materials, think about the needs and goals of your association, your neighborhood, or the community. Make a list of potential project ideas.
2. Check in with the grant program manager- At this point, check in with the grant program manager to discuss your ideas, whether they likely meet the criteria of the grant program, and to identify additional review and coordination that may be needed by other County departments or agencies.
3. Obtain support for this idea from your neighbors and your neighborhood association board, if applicable- Present the idea and determine if there is support from the neighborhood association and neighborhood residents before moving forward. This support must be documented in your application submittal.
4. Define the project scope. Think through the project goals and necessary follow-through. Make a timeline and list of activities needed to accomplish your project. Consider if there are members of your neighborhood group who can assist with relevant professional experience. County or City staff may also be able to offer advice, direct you to resources, or put you in touch with other community members who can advise you.
5. Determine resources needed. Develop a list of all the resources and funding needed at each step of the process. As you consult with County or City staff, you are likely to learn of some additional items that may be needed.
6. Talk with the NEAT Grant Program Manager to discuss the project. **A discussion with the NEAT Grants Program Manager is a pre-requisite to submitting an application.** Staff can advise on the project's scope, provide resources, and help to ensure the application will be complete. Other County/City departments or agencies may be involved depending on the project.
7. Obtain Quotes. The applicant should obtain three quotes from different vendors/contractors for goods to be purchased or service work to be completed.
8. Submit application. Applications are due Thursday, May 15, 2025 so plan accordingly to allow enough time to both complete the application and compile all the support documents that must be submitted as part of your application.

OTHER USEFUL INFORMATION

Below are a few helpful questions/suggestions to assist you in securing quotes from vendors.

Questions to ask vendors:

1. Have you previously worked with Palm Beach County Government? Are you a registered County Vendor?
2. Are you a licensed contractor in Palm Beach County?
3. Do you accept Palm Beach County Government purchase orders?
4. Will you keep the cost of items provided within a quote even if project implementation doesn't take place until months after the quotes have been provided?
5. Will permit cost, site design, engineering, surveys and any other fees be included in the quote?
6. Can you complete the entire project?
7. Can you provide all the insurance requirements required by Palm Beach County? How quickly can you begin work once you receive the purchase order?
8. Is there a person we can use as a main contact for the business? Can you prepare a site plan if needed for permits?
9. Do you require down payments? **STOP: Palm Beach County will only pay once work is completed. Deposits made by organizations will not be reimbursed.**
10. The County usually takes 2-4 weeks to pay invoices, are you willing to wait for payment?