

**EPA COMMUNITY CHANGE GRANT PARTNERSHIP AGREEMENT**

THIS EPA COMMUNITY CHANGE GRANT PARTNERSHIP AGREEMENT (“Agreement”) is entered on \_\_\_\_\_, 2024, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City” or “Lead Applicant”), and **Extraordinary Charities, Inc.**, a Florida Not For Profit Corporation (“Statutory Partner”).

**RECITALS**

**WHEREAS**, in February 2024, the City of Lake Worth Beach City Commission authorized the City to apply for the United States Environmental Protection Agency Community Change grant; and

**WHEREAS**, to be eligible for funding under the Community Change grant, the City must include in its application a written and signed Partnership Agreement with a statutory partner that is legally binding; and

**WHEREAS**, the City hired an external grant management firm, Grant Management Associates (“GMA”), which conducted meaningful and relevant community outreach to find an appropriate and successful statutory partner; and

**WHEREAS**, GMA met with over twenty (20) charities and evaluated them for the Statutory Partnership role based on certain required criteria including, but not limited to, capacity, mission statement, willingness, longevity, financial stability and success in leadership and mentoring other charities; and,

**WHEREAS**, GMA determined that the Statutory Partner met all of required criteria and was recommended for the role as the statutory partner for Community Change Grant by other charities including, but not limited to, Adopt-A-Family, the Guatemalan Maya Center, For the Children, Compass LGBTQ, Healthier Lake Worth Beach, and Feed the Hungry Palm Beach County; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the partnership between the City as the Lead Applicant and the Statutory Partner in furtherance of the Community Change grant; and,

**WHEREAS**, the City as the Lead Applicant and the Statutory Partner find entering this Agreement serves a valid public purpose and is in the best interests of the City of Lake Worth Beach.

**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 Statutory Partner agree as follows:

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

**SECTION 2: IDENTIFICATION OF ROLES.** For the purposes of this Agreement, the following roles are assigned under the Community Change grant:

**Lead Applicant:** City of Lake Worth Beach  
**Statutory Partner:** Extraordinary Charities

The City and the Statutory Partner (hereafter jointly the “Partners”) agree that their partnership shall be referred to as the **City of Lake Worth Beach Community Change Program Partnership** (“Partnership”).

**II. THE PARTNERSHIP**

- A. The Partners wish to become partners for the purpose of applying for the Environmental Protection Agency’s (EPA) 2024 Community Change Grant (“Community Change Grant Application” or “Application”), and, if awarded, implementing and managing the project proposed in the Application or that portion thereof funded by the EPA Community Change Grant (“Community Change Project” or “Project”), or as it may be augmented with additional funding.
- B. The terms and conditions of their Partnership will be outlined in this Agreement.
- C. If the Agreement is executed, the Partnership will be in effect upon award and approval of the City Commission.
- D. The Partnership will only be terminated as outlined in this Agreement.
- E. The Partnership’s primary place of business will be 7 North Dixie Highway, Lake Worth Beach, FL 33460.
- F. The Partnership will be governed under the laws of the state of Florida.
- G. The Partnership’s primary purpose is to efficiently and effectively ensure the Community Change Project elements funded by the EPA are completed as proposed in the Application and in accordance with the programmatic, technical, administrative, managerial requirements of the grant funding, and to properly manage the grant consistent with all applicable federal regulations and requirements including those in 2 CFR 200, in order to achieve the Project objectives within the three-year grant performance period.
- H. If applicable, the Partners will obtain any necessary licenses and permits to do business, register its Doing Business as Name (“DBA”), and obtain a Federal Employer Identification Number (“EIN”).

**III. ROLES AND CONTRIBUTIONS**

The Partners intend to have the roles and make contributions to the Partnership as follows:

- A. The City, as the Lead Applicant, commits to the following roles and responsibilities under this Agreement:
  - 1. The City is responsible for the overall management, performance, oversight, and reporting responsibilities under the Grant, and for making subawards to Collaborating Entities.
  - 2. The City will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
  - 3. The City is responsible for compliance and legal issues, and managing risks associated with the project. The City will adhere to the procedures set forth herein for replacing the Statutory Partner with another statutory partner, and for ensuring the replacement has the comparable expertise, experience, knowledge, and qualifications of the Statutory Partner to ensure successful Grant completion within three (3) years. Replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6).
  - 4. The City will also undertake the following specific activities:
    - a. The City will hire a project manager as designated by the City Manager to oversee the Mobility Related elements of the Project (including street or sidewalk, intersections, lighting, green-scaping, water and sewer-related elements of the Project) and Project-related vendors.
    - b. The City will hire a grant management firm to oversee the grant reporting function and ensure compliance (e.g., Davis Bacon, etc.) with EPA requirements or federal regulations, and to facilitate Project financial accounting, recordkeeping, invoicing and drawdowns, and Project / program reporting to the City Commission and any other required entities.
    - c. The City will manage the Project website and contract technical or administrative support as needed.

- d. The City will designate an emergency response / planning official to integrate the resilience hub into the Emergency Operations Plan.
- e. By this Agreement, the City will have the Statutory Partner perform the responsibilities of the statutory partner and will pay for the related activities specified herein using the Grant funding or other funding sources as may be determined applicable.
- f. The City will ensure the Statutory Partner is compensated pursuant to the grant proposal budget allocation for the Statutory Partner's activities. At commencement of the Project, the City will request from EPA an initial drawdown for 6 months of the Statutory Partner's work as planned in the budget. The City seek reimbursement drawdowns from the Grant funds on a quarterly basis and shall remit to Statutory Partner reimbursement for expenses incurred in the prior quarter within 30 days of receiving payment from the Grant.
- g. The City will work with Statutory Partner to develop a sustainability plan and business model for the Makerspace and resilience hub and micro-mobility features at the parking garage.
- h. The City will facilitate all permitting requests by the coordinating partners and coordinate with other governmental agencies as needed.
- i. The City will manage the Grant Application process including covering all costs associated with the preparation of the Grant Application and will be responsible for the submission of the Grant Application. The City will notify Statutory Partner if the Grant is awarded.
- j. The City will work with Statutory Partner and coordinate public messaging and promotional activities to educate the community about the Project.
- k. The City will be responsible for the hiring, management, supervision, compensation and benefits of any personnel it assigns to the Project. The City maintains a nondiscrimination policy and further will make every reasonable effort to recruit for such positions from disadvantaged communities within the City of Lake Worth Beach, Florida.
- l. If the City utilizes vendors for any aspect of the Project (e.g., street repairs), the City shall give preference to vendors who maintain a nondiscrimination policy and recruit from disadvantaged communities. The City will utilize local vendors to the extent possible and cost effective. The City will utilize local Community-Based non-profit Organizations (CBO) wherever possible to provide services for any aspect of the Project (e.g., green-scaping, micro-mobility services, etc.) and shall rely upon Statutory Partner to recruit and evaluate and recommend such CBO vendors.
- m. The City will request an initial drawdown from the grant funds awarded upon commencement of the Project in an amount sufficient to cover 6 months of the Project operations as planned in the proposed budget, and shall distribute funds received to the nonprofit partners pursuant to the budget allocations.

B. The Statutory Partner, Extraordinary Charities, is the required statutory partner for the Grant Application and commits to undertake the following roles and responsibilities in furtherance of the Grant Application and proposed Project:

1. Statutory Partner will support the City with programmatic management and reporting as specified herein will be responsive to City requests for information or participating in meeting as requested.
2. Statutory Partner will comply with all requirements of the Grant and federal regulations.
3. Statutory Partner will also undertake the following specific activities:
  - a. Statutory Partner will manage / coordinate the other partner CBO vendors as to their roles or functions relative to the Community Change Project.
  - b. Statutory Partner will oversee ongoing community engagement respecting the Project via outreach through partner CBOs and the City.
  - c. Statutory Partner will work with the City to develop a sustainability plan and business model for the makerspace, resilience hub and micro-mobility (share / rental) program.
  - d. Statutory Partner will provide reporting monthly, or on another schedule later agreed to by the partners, to the City on its areas of responsibility or activities.

- e. Statutory Partner will assist the City to recruit, onboard and supervise one or more nonprofits or other vendors to manage the makerspace and the micro-mobility program or other program elements as determined appropriate by the City and Statutory Partner.
- f. Statutory Partner will support the City in interfacing with and obtaining activities & performance, issue & resolution, payroll and expense reports and backup documentation from all nonprofit partners involved with the Project to facilitate Project reporting and reimbursement requests / drawdowns from the Grant award.
- g. Statutory Partner will support the City in the preparation of the Application, including facilitating community outreach, engagement and input / feedback but during the Application process as well as Project implementation and on an ongoing basis during the life of the Community Center.
- h. Statutory Partner will support the required Program Evaluator (to be contracted through open procurement) in designing the program evaluation plan, collecting data needed for the evaluation plan and in assembling and delivering the data needed for evaluation, and other tasks as may be attendant to the program evaluation function.
- i. Statutory Partner will assist the City to update the City Emergency Operations Plan with coordinating volunteer staffing through the nonprofit network coordinated by Statutory Partner.
- j. Statutory Partner will be responsible for the hiring, management, supervision and compensation / benefits of any personnel it assigns to the Project. Statutory Partner agrees to maintain a nondiscrimination policy in the hiring of such personnel and further agrees to make every reasonable effort to attempt to recruit candidates for any such positions from disadvantaged communities within the City.

Contributions from the parties will be made throughout the time period starting from the time of the execution of this Agreement through the completion of the Project period and all reporting requirements, as necessary, appropriate and agreed upon by the partners. A Project schedule Gantt chart is attached to this Agreement as **Exhibit "A"** (To be agreed to separately by the Partners). The tasks, activities or milestones listed on the Project schedule correspond to the commitments made hereinabove by the partners, and the **Exhibit "A"** (To be agreed to separately by the Partners) Project schedule indicates when each task, activity or milestone is planned to occur in time, subject to adjustment by mutual agreement of the Partners.

#### **IV. INTEREST AND AUTHORITY**

The Partners' ownership interest in the Partnership will be as follows:

- City and Lead Applicant: 100 %
- Statutory Partner and Extraordinary Charities: 0 %

The Partners' authority will be defined by the following unless otherwise stated in the Agreement: Any decisions requiring a contract or otherwise will require a unanimous vote by all Partners. The Partnership qualifies and agrees to opt-out of appointing a partnership representative under 26 U.S. Code § 6221.

#### **V. COSTS**

The Partners will share programmatic costs according to the application budget submitted for the EPA Community Change Grant program. Additional costs associated with the Partnership will be shared as follows:

- City and Lead Applicant: 100 %
- Statutory Partner and Extraordinary Charities: 0 %

#### **VI. PROFITS**

There are no anticipated profits as an outcome of this Agreement. However, the Partners do envision some revenue coming from some of the proposed project elements, specifically: Mobility Hub - Parking Structure (from parking fees and fines) and Mobility Hub - Mobility Program (from membership fees,

vehicle rentals and other program charges such as insurance), and the Entrepreneur Makerspace (from membership fees, supply charges, course fees). All revenue from these programs will be utilized to sustain the parking structure, operations & maintenance (O&M), mobility program O&M, makerspace program O&M, resilience hub O&M, and / or tree maintenance past the Grant period.

## **VII. SALARY**

All Partners must give their unanimous consent if a permanent salary is to be established and their unanimous consent for the amount of salary to be given to each Partner.

Statutory Partner shall be entitled to receive from the Grant funds received by the City reimbursement for compensation made to approved Statutory Partner personnel and expenses as shown in the Grant Application budget, which totals up to and **not to exceed Two Hundred Ninety-Eight Thousand, Five Hundred Eighty-One Dollars (\$298,581) for the three-year Grant performance period**. However, if Statutory Partner leaves the partnership for any reason during the three (3) year project period or this Agreement is otherwise terminated, Statutory Partner is entitled to only that portion of the funds budgeted for Statutory Partner's proportionate share to the period of time Statutory Partner was the statutory partner and performed the agreed upon actions and responsibilities.

## **VIII. ACCOUNTING**

A. All accounts related to the Partnership including contribution and distribution accounts will be audited upon a majority vote of the Partners.

B. All Partners will maintain an individual contribution account. All Partners will maintain an individual distribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership.

C. Any Partner, whether majority or minority, will be allowed to review all books of account at any time they request.

D. Each Partner will be responsible for his or her own taxes on any distributions made.

E. Accounting records will be kept on a cash basis.

F. The fiscal year will be completed on the last day of September 30 of each year. All Partners will present their position on the state of the Partnership within two weeks of the completion of each fiscal year.

## **IX. NEW PARTNERS**

The Partnership will amend this Agreement to include new partners upon the written and unanimous vote of all Partners.

The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of all Partners.

## **X. REPLACEMENT OF STATUTORY PARTNER**

A. **Conditions for Replacement.** A statutory partner may be replaced for various reasons, including but not limited to, performance issues, inability to fulfill duties, or other circumstances that may impact the successful completion of the grant. The replacement of a statutory partner requires prior approval from an authorized official of the EPA pursuant to 2 CFR 200.308(c)(6).

B. **Selection Criteria for Replacement.** The replacement statutory partner must possess comparable expertise, experience, knowledge, and qualifications to those of the replaced statutory partner. This is to

ensure that the Grant's objectives and requirements can be successfully met within the stipulated time frame of three years. Selection criteria shall include, but are not limited to:

- Capacity to perform the duties and responsibilities of the statutory partner specified herein.
- Beneficial and useful relationships within the area with other organizations
- Experience in similar projects or roles.
- Relevant technical and professional qualifications.
- Proven track record of successful project management and execution.

#### **C. Replacement Procedure.**

1. Identification of Replacement: The remaining partners shall initiate the search for a suitable replacement immediately upon the decision to replace the existing statutory partner.

2. Evaluation and Selection: Candidates for the position of statutory partner shall be evaluated based on the criteria set forth above. The selection process shall include a thorough review of the candidates' qualifications and a unanimous decision by the remaining partners.

3. Approval by EPA: The proposed replacement statutory partner's qualifications and other relevant details shall be submitted to an authorized EPA official for review and approval. The replacement shall not take effect until written approval is received from the EPA in accordance with 2 CFR 200.308(c)(6).

#### **D. Transition of Responsibilities.**

The outgoing statutory partner shall cooperate fully in transitioning responsibilities to the incoming statutory partner. This includes transferring all relevant knowledge, documents, and access to necessary resources to ensure a seamless transition and continuity of Project activities.

#### **E. Interim Measures.**

In the event that the outgoing statutory partner is unable to fulfill their duties before a replacement is approved, the remaining partners shall implement interim measures to cover the responsibilities temporarily. These measures shall be in place to maintain the progress of the Grant Project and minimize any potential disruption.

#### **F. Notification and Documentation.**

All decisions and actions taken regarding the replacement of a statutory partner shall be documented and communicated to all relevant parties, including the EPA, other partners, and stakeholders, as appropriate.

### **XI. DISPUTE RESOLUTION**

A. **Notice of Breach or Default.** In the event of any breach or default under this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the breach or default and the requested remedy ("Notice of Breach or Default"). The breaching party shall have thirty (30) days from the date of receipt of such notice to remedy the breach or default to the reasonable satisfaction of the non-breaching party.

B. **Mediation.** If the breach or default is not remedied within the specified period, or if the parties are otherwise unable to resolve a dispute arising under this Agreement, the parties agree to attempt to resolve the dispute through mediation. The parties shall jointly appoint a mutually agreeable mediator within thirty (30) days after the failure to remedy or resolve the dispute. The mediation shall take place in Palm Beach County, Florida, at a location agreed upon by the parties or, if they cannot agree, at a location determined by the mediator. The costs of mediation shall be shared equally by the parties. The mediation process shall be conducted in good faith and be concluded within sixty (60) days from the appointment of the mediator, unless otherwise agreed by the parties.

C. **Binding Arbitration.** If mediation fails to resolve the dispute, the parties agree to submit the dispute to binding arbitration. If agreed, the arbitration shall be conducted in Palm Beach County, Florida in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration organization. The arbitration shall take place at a mutually agreed location in Palm Beach

County, Florida, or, if the parties cannot agree, at a location determined by the arbitrator. The arbitrator's decision shall be final and binding on all parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The costs of arbitration, including the fees and expenses of the arbitrator, shall be borne as determined by the arbitrator.

D. **Equitable Remedies.** Notwithstanding the foregoing, either party may seek preliminary injunctive relief or other equitable remedies from a court of competent jurisdiction in Palm Beach County, Florida if necessary to prevent irreparable harm.

E. **Confidentiality.** All negotiations, mediations, and arbitrations pursuant to this section shall be treated as confidential, and no party shall disclose any information obtained through such processes except as required by law or as necessary to enforce or challenge the resulting decision or award.

## **XII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

## **XIII. TERM AND TERMINATION.**

### **A. Effective Date and Term.**

This Agreement shall take effect upon approval by the City's City Commission and complete execution by the Partners ("Effective Date"). The term of this Agreement shall continue indefinitely, unless terminated in accordance with the provisions herein.

### **B. Commencement of Duties and Responsibilities.**

1. **Initial Duties:** Upon execution of this Agreement, the Partners shall begin supporting the development of the grant application, including, but not limited to, providing necessary information, participating in planning meetings, and assisting with drafting and reviewing application materials.

2. **Subsequent Duties:** All other duties and responsibilities of the Partners under this Agreement, beyond those related to Grant Application development, shall commence upon the successful awarding of the Grant.

#### **3. Termination.**

a. **Voluntary Termination:** Either party may terminate this Agreement at any time by providing written notice to the other party. However, if the Grant has been awarded, the Partners agree to continue fulfilling their obligations under this Agreement until a suitable replacement partner is identified, approved, and signs on to this Agreement, or as otherwise agreed upon by the parties.

b. **Termination for Cause:** Either party may terminate this Agreement for cause if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice specifying the nature of the breach.

c. **Termination upon Grant Non-Award:** In the event the Grant Application is not successful, either Partner may terminate this Agreement upon providing written notice to the other Partner, and all obligations, except those incurred prior to termination, shall cease.

#### **4. Effect of Termination.**

Upon termination of this Agreement for any reason, each party shall promptly return any property, documents, or materials belonging to the other Partner. All confidentiality obligations and any other provisions intended to survive termination shall continue in full force and effect.

#### **5. Transition Assistance.**

In the event of termination, the Partners shall provide reasonable cooperation and assistance in transitioning responsibilities to the new statutory partner or another successor, to ensure continuity of services and compliance with Grant requirements.

#### **XIV. AMENDMENT**

A. **General Requirement for Amendments.** This Agreement may only be amended, modified, or supplemented by a written instrument that is duly executed by all current Partners to the Agreement. No amendment, modification, or supplement shall be effective unless it is in writing and signed by all such Partners.

B. **Addition of New Partners.** The addition of any new partners to this Agreement shall be considered an amendment and shall require the written consent of all current Partners to the Agreement. Upon execution of such an amendment, the new partner shall become a partner to this Agreement with all the rights and obligations set forth herein.

C. **Effective Date of Amendments.** Unless otherwise specified in the amendment, any amendment, modification, or supplement to this Agreement shall take effect immediately upon execution by all current Partners.

D. **Prohibition on Retroactive Amendments.** No amendment, modification, or supplement to this Agreement shall have retroactive effect. All amendments shall apply only to actions and events occurring after the effective date of the amendment.

E. **Binding Effect.** Any amendment, modification, or supplement to this Agreement that is executed in accordance with this provision shall be binding upon and inure to the benefit of all parties to this Agreement, including any parties added subsequently.

#### **XV. MISCELLANEOUS**

A. **INDEMNIFICATION.** The Statutory Partner, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Statutory Partner, its officers, directors, and employees utilized by the Statutory Partner in the performance of the services under this Agreement. The City agrees to be responsible for the negligence of its officers, directors, and employees. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Statutory Partner, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

B. **COMPLIANCE AND DISQUALIFICATION.** Each of the Partners 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.

C. **INSURANCE.** Prior to commencing any services, the Statutory Partner 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 Statutory Partner. All such insurance policies may not be modified or terminated without the express written authorization of the City.

#### **Type of Coverage**

#### **Amount of Coverage**

Commercial general liability  
(Products/completed operations  
Contractual, insurance broad form property,

\$1, 000,000 per occurrence



Independent Statutory Partner, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

Except for Workers' Compensation, all policies shall name the City as an additional insured and contribute as primary and non-contributory. All policies shall include a waiver of subrogation. The certificates shall clearly indicate that the Statutory Partner 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 Statutory Partner of its liability and obligations under this Agreement.

D. 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.

E. PUBLIC ENTITY CRIMES. Statutory Partner 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 Statutory Partner will advise the City immediately if it becomes aware of any violation of this statute.

F. 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 N. Dixie Highway  
 Lake Worth Beach, FL 33460

and if sent to the Statutory Partner, shall be sent to:

Extraordinary Charities, Inc.  
 Attn: John Raymond, Registered Agent  
 251 Royal Palm Way, Suite 215  
 Palm Beach, FL 33480

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

G. ENTIRETY OF AGREEMENT. The City and the Statutory Partner 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.

- H. WAIVER. Failure of a Partner to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that Partner's right to enforce or exercise said right(s) at any time thereafter.
- I. 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.
- J. NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each Partner 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 Partner 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.
- K. 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.
- L. COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, 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.
- M. PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Statutory Partner acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Statutory Partner has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- N. PUBLIC RECORDS. To the extent applicable, the Statutory Partner 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:
1. Keep and maintain public records required by the City to perform the service.
  2. 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.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Statutory Partner does not transfer the records to the City.
  4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Statutory Partner or keep and maintain public records required by the City to perform the service. If the Statutory Partner transfers all public records to the City upon completion of the Agreement, the Statutory Partner shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Statutory Partner keeps and maintains public records upon completion of the Agreement, the Statutory Partner 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 STATUTORY PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE STATUTORY PARTNER'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.**

**O. CONFIDENTIAL AND PROPRIETARY INFORMATION.**

1. Each Partner ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (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.

2. The Statutory Partner acknowledges and understands that the building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or structure owned by the City are exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes.

**P. SCRUTINIZED COMPANIES.** To the extent applicable: the Statutory Partner 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 Statutory Partner or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR 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.

**Q. E-VERIFY.** To the extent applicable, pursuant to Section 448.095(2), Florida Statutes, the Statutory Partner shall:

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

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

3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

4. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

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

6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Statutory Partner 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.

**SECTION 39: SECTION 787.06 COMPLIANCE.** The Statutory Partner, by signing this Agreement as set forth below, attests that the Statutory Partner does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Remainder of this page intentionally left blank  
signature page follows

IN WITNESS WHEREOF, the parties hereto have made and executed this EPA Community Change Grant Partnership Agreement as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Betty Resch, Mayor

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**STATUTORY PARTNER: EXTRAORDINARY CHARITIES, INC.**

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

[Corporate Seal]

Print Name: \_\_\_\_\_

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

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

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of Extraordinary Charities, Inc., a company authorized to do business in the State of Florida, who is  personally known to me or  who has produced \_\_\_\_\_ as identification, and who did take an oath 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 Extraordinary Charities, Inc., to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:

**EXHIBIT "A"**  
**Project Schedule Gantt Chart**

**(To be agreed to separately by the Partners)**