

PROFESSIONAL SERVICES AGREEMENT
(Landscape Code Update and Landscape Design Guidelines Preparation)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Chen Moore and Associates, Inc.**, a Florida Corporation located at 500 West Cypress Creek Road, Suite 600, Fort Lauderdale, FL 33309 (“Consultant”).

RECITALS

WHEREAS, the City is in need of a consultant to provide professional services to help with the professional planning, landscape architecture, and tree arborist services for the City’s Landscape Code Update and Design Guidelines Preparation; and

WHEREAS, the Consultant has significant experience and background with this type of service and extensive experience with City projects including Comprehensive Plan amendments, Land Development Regulations (LDRs) updates; Open Space and Recreation Master Plan; Landscape and Arborist reviews and inspections according to current code; and

WHEREAS, the Consultant has provided the City with a Proposal dated November 20, 2025 to review and update the current Landscape Code, prepare a landscape design guideline and facilitate City’s workshops and approval process for the new procedures; and

WHEREAS, the City’s procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; 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; and,

WHEREAS, the City finds entering this Agreement with the Consultant 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, 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. The Consultant shall provide the professional services set forth in the Scope of Services which is attached hereto as **Exhibit “A”** and incorporated herein.

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 consultants, 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, TIME AND TERMINATION.

(a) **Term.** The term of this Agreement shall commence upon the approval of this Agreement and shall be for the term necessary to complete all services as set forth in the Scope of Services (Exhibit

“A”), which shall be no longer than nine (9) months, unless extended by the City Manager or unless earlier terminated as stated herein. The term may also be extended by written agreement of the parties for further services related to those services identified herein.

(b) **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the approved project schedule.

(c) **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant’s request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant’s failure to perform was without its or its subconsultants’ fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City’s rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

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

(e) **Termination for cause.** Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) 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.

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

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

(g) **Termination for Non-appropriation.** Notwithstanding the foregoing, the parties acknowledge and agree that City is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by City of funds sufficient to pay the costs associated herewith in any fiscal year of City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by City’s governing board in any fiscal year to pay the costs associated with City’s obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by City to be, insufficient to pay the costs associated with City’s obligations hereunder in any fiscal period, then City will notify Consultant of such occurrence and either party may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in

accordance with the preceding sentence shall be without penalty or expense to City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination

(h) 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 the Exhibit 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 costs 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 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 (24) 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) Payments. The City agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit "A"**; **the total amount to be paid to the Consultant under this Agreement shall not exceed One Hundred Forty Thousand Four Hundred Seventy-Four Dollars (\$140,474).** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit "A".

(b) Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice and shall be paid in accordance with the Local Government Prompt Payment Act, Sections 218.70 – 218.80, Florida Statutes.

SECTION 6: INDEMNIFICATION. The Consultant, 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 Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. 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 Consultant, 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, the limitations of which the parties hereto agree shall apply whether the claim or cause of action is brought in tort or in contract.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: 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 9: 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 10: 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 11: 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/ Errors and Omissions	\$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
Cyber and Privacy Liability Insurance	\$1,000,000 per occurrence
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker’s Compensation	\$ statutory limits

Except for Professional Liability and Workers’ Compensation, all policies shall name the City as an additional insured. All policies shall include a waiver of subrogation and contribute as primary and non-contributory. 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 exclusively 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 exclusively Palm Beach County, Florida. 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. Each party shall be responsible for its own attorney's fees and costs related to any dispute arising out of or related to this Agreement.

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/Finance Department/Procurement Division
7 N. Dixie Highway
Lake Worth Beach, FL 33460

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

Chen Moore and Associates, Inc.
Attn: Nilsa Zacarias, AICP
500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309

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

SECTION 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 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.

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

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the City shall become the property of the City. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby 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 or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: 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 or 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 34: 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 35: 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 36: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 37: 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, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the 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 has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

SECTION 38: 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.

SECTION 39: SECTION 787.06 COMPLIANCE:

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

Remainder of this page intentionally left blank – signature page follows

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Landscape Code Update and Landscape Design Guidelines Preparation) 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

CONSULTANT: CHEN MOORE AND ASSOCIATES, INC.

[Corporate Seal]

By: _____
Authorized Representative

STATE OF Florida
COUNTY OF Broward

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 22nd day of January 2026, by Peter Moore, as the Chief Executive Officer [title] of **CHEN MOORE AND ASSOCIATES, 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 **CHEN MOORE AND ASSOCIATES, INC** to the same.

Notary Public Signature

Notary Seal:

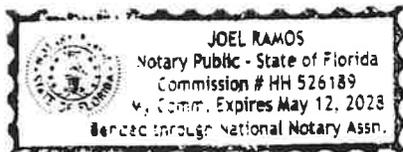


EXHIBIT "A"
(Consultant Proposal- 6 Pages)

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459



November 20, 2025

SENT VIA E-MAIL (wwaters@lakeworthbeachfl.gov)

Mr. William Waters, AIA, Director of Community Sustainability Department
City of Lake Worth Beach
1900 Second Avenue North
Lake Worth Beach, FL 33461

**Subject: City of Lake Worth Beach
Landscape Code Update and Landscape Design Guidelines Preparation
Proposal # 25-0131.P0003**

Dear Mr. Waters,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning, landscape architecture, and tree arborist services to the City of Lake Worth Beach (the City), for the Landscape Code Update and Design Guidelines Preparation according to the scope details below.

PROJECT INTRODUCTION

The CMA team has been providing consulting services to the City for over 10 years including Comprehensive Plan amendments, Land Development Regulations (LDRs) updates; Open Space and Recreation Master Plan; Landscape and Arborist reviews and inspections according to current code, among others.

The subject scope of work focuses on three (3) phases:

- **Phase 1. Updating the current Landscape Code Sections**
- **Phase 2. Preparing a Landscape Design Guidelines *handbook or manual*, incorporating landscape design, installation, and maintenance guidance.** The Design Guidelines will be a handbook or manual based on the updated LDR landscape code language and industry best practices, similar to the City's existing Major Thoroughfare Design Guidelines and Historic Preservation Design Guidelines.
- **Phase 3. City's Workshops and Approval Process**

**Code updates and design guidelines to be developed concurrently and adopted together.*

The **Client** is The City of Lake Worth Beach (the City)
The **Consultant** is Chen Moore & Associates (CMA)

PROJECT STAFFING

CMA – Land Planning/Landscape Architecture/Arborist Services

SCOPE OF SERVICES

The scope of services our firm shall provide under this agreement as per our recent discussions and correspondence is as follows:

PHASE 1: LANDSCAPE CODE UPDATE

Phase 1 will allow CMA to conduct an in-depth review of the existing Landscape Code under the LDR Sec. Section 23.6-1., and the other existing Landscape Code sections detailed in task 1.3 below. The subject review will identify current deficiencies and challenges prior to proposing code language. The code amendment will be based on the existing code review, one-on-one meetings with City Staff (Department of Community Sustainability, and any other pertinent department as necessary), and best professional practices.

Task 1.1 – Project Kick-Off and Coordination Meetings with City Staff

- Consultant will meet with City’s Staff for the project kick-off meeting to coordinate scope, project schedule, and deliverables. *(for both the Code Update and Design Guidelines)*
- Consultant will conduct coordination meetings with City’s Staff throughout the project as needed.

Task 1.2 – Data Collection & Due Diligence *(for both the Code Update and Design Guidelines)*

- Consultant will take photos of existing conditions that reflect challenges regarding landscape to document current problems and deficiencies taking note of items as described by the City as well as items recognized by the consultant.
- Consultant will meet one-on-one with City Staff to discuss these current challenges and determine best practice approach for resolution in defining terms of the revised landscape code. During said meeting(s)*, City Staff and Consultant will discuss current challenges as recognized by the City. Issues to discuss may include:
 - Current Code deficits – i.e. provisions not addressed, not explained clearly, or provisions requiring update to current practice or desired standards.
 - Current challenges as recognized by the City throughout public spaces
 - Current challenges as recognized by the City in private spaces

**(Since the Landscape Code applies to private and city owned parcels, we would like to meet with the City departments that are in charge of planting and maintenance to further understand current challenges.)*

Task 1.3 – Existing Landscape Code Section; Inventory & Analysis

Consultant will conduct in-depth review of the following existing sub sections of the Landscape Code:

- **LDR (Land Development Regulations) Landscape Regulations - Section 23.6-1**
 - (a) Purpose
 - (b) Applicability
 - (c) Minimum landscape requirements
 - (d) Minimum maintenance requirements
 - (e) Tree protection
 - (f) Prohibited and nuisance species
 - (g) Permit required
 - (h) Delay in landscaping
 - (i) Site restoration
 - (j) Site planning and design requirements
 - (k) Landscape design standards

- (l) Irrigation requirements
- (m) Tree preservation
- (n) Enforcement
- (o) Violation
- (p) Penalties for tree abuse and removal without a permit
- (q) Appeals
- **Administrative Code, Chapter 2, Landscaping - Section 2-75.9**
This code section generally speaks to landscape installation and maintenance.
- **Administrative Code, Chapter 2, Tree and Landscape Board - Section 2-82**
This code section generally speaks to the establishment and functionality of the tree and landscape advisory board.
- **Health and Sanitation Code, Chapter 12, Diseased Plants – Section 12-88.**
This code section generally speaks to the treatment and abatement of diseased plants.
- **Health and Sanitation Code, Chapter 12, Fertilizer Friendly Use Regulations – Section 12-100.**
This code section generally speaks to fertilizer use regulations.

The aforementioned Code sections are anticipated to be reviewed and possibly amended. Any other relevant sections may also be subject to review and amendment. Consultant might proposed additional subsection (s) to further strengthen the Landscape Code.

Task 1.4 – Code Revisions & Amendments

- Consultant will prepare proposed Landscape Code language based on the analysis and findings identified in tasks 1.1, 1.2 and 1.3. The subject amendment will also incorporate professional best practices.
- Consultant will submit draft code to City Staff for review and comments. All applicable departments shall review the draft amendments to the Landscape Code sections.
- One (1) meeting may be held between the City and Consultant to review all the comments and determine the best and most appropriate way to address these comments and incorporate into the final amended Code draft.
- The Consultant shall prepare a final draft of the revised Code sections incorporating all comments and said resolutions as discussed with the City. This final draft will be sent to the City for internal distribution and used in the formal review and adoption process.

PHASE 2: LANDSCAPE GUIDELINES PREPARATION **(Landscape Design, Installation, and Maintenance Guidelines)**

Phase 2 will encompass the preparation of a Landscape Guidelines manual which will be comprised of 3 main sections: design, installation, and maintenance. The final published guidelines will be a **handbook or manual used to support the updated landscape code language**; similar to the existing Major Throughfare Design Guidelines, and Historic Preservation Design Guidelines.

This subject document will be graphically driven, easy to read, and technically proficient. It will focus on best practices, appropriate methodology for implementing Florida Friendly landscaping focusing on South

Florida region. Please note, this document will facilitate communicating the City's requirement to developers and the community in general by providing an educational tool with clear guidelines. The document's structure and format could be similar to the City's existing Design Guidelines for Major Thoroughfares and Historic Preservation.

The preparation of the Landscape Guidelines will be conducted concurrently with the Code Updates, and it will include the following tasks:

Task 2.1 – Landscape Design Guidelines

- Consultant will prepare design guidelines for the landscape categories listed below, including the following elements (each of which will include text descriptions and graphics and/or representative photographs):
 - Trees – including but not limited to mitigation guidance, etc.
 - Shrubs and Groundcovers
 - Turf
 - Irrigation

Task 2.2 – Landscape Installation Guidelines

- Consultant will prepare installation guidelines for the landscape categories listed below, including the following elements (each of which will include text descriptions and graphics and/or representative photographs):
 - Trees – including but not limited to grade changes, root pruning, relocation, etc.
 - Shrubs and Groundcovers
 - Turf
 - Irrigation

Task 2.3 – Landscape Maintenance Guidelines

- Consultant will prepare maintenance guidelines for the landscape categories listed below, including the following elements (each of which will include text descriptions and graphics and/or representative photographs):
 - Trees – including but not limited to pruning, tree abuse (improper pruning), etc.
 - Shrubs and Groundcovers
 - Turf
 - Irrigation

Task 2.4. – Design Guidelines Revisions & Updates

- Consultant will submit draft Design Guidelines to City Staff for review and comments. All applicable departments shall review the draft amendments to the Design Guidelines. The City shall provide the Consultant with a comprehensive, consolidated list or markup of coordinated and mutually approved comments among all reviewers.
- One (1) meeting may be held between the City and Consultant to review all the comments and determine the best and most appropriate way to address these comments and incorporate into the final Design Guidelines draft.

- The Consultant shall prepare a final draft of the revised Design Guidelines incorporating all comments and said resolutions as discussed with the City. This final draft will be sent to the City for internal distribution and used in the formal review and adoption process.

PHASE 3: STAKEHOLDER'S WORKSHOPS AND APPROVAL PROCESS

The Code Changes and the Design Guidelines will be processed and approved concurrently as follows:

Task 3.1 – Stakeholder's Workshops

- Prepare Power Point Presentations
- Attend the following two (2) workshops:
 - Tree & Landscape Board
 - Joint Planning and Zoning Board (PZB) and Historic Resource Preservation Board (HRPB)
- Update documents based on comments and feedback received from stakeholders' workshops.

Task 3.2 – Adoption Hearings

- Prepare Ordinance, Staff Report and Legal Ads
- Attend Local Planning Agency (LPA) the following two (2) hearings:
 - Planning and Zoning Board (PZB) hearing; and,
 - Historic Resource Preservation Board (HRPB) hearing.
- Attend First Reading: attend City Commission hearing.
- Attend Second Reading: attend City Commission hearing.

ASSUMPTIONS

This scope of service assumes the following:

- The City will provide consultant with all pertinent documents required to complete the project.
- Reimbursables are included as part of the lump sum.
- Services such as surveying, geotechnical investigation, traffic studies, utility investigation or other similar services are not anticipated and are not included within this scope.
- No plan designs, construction documents, nor permitting are included within this scope of work.
- Franchise utility (such as FPL, telecom, and natural gas) coordination is not anticipated nor included within this scope of work.

DELIVERABLES AND TIMELINE

- Consultant will provide the Client with a **Final Code Update and Design Guidelines** within six (6) months depending on receiving City's comments within two (2) weeks of draft submittal (*Please note, this timeframe does not include City approval process*).
- Consultant will provide one (1) hard copy and a digital copy of the final submittal.

The schedule herein is tentative and may be reduced or extended, as necessary, throughout the production and adoption process with advance noticed and agreement between the Client and the Consultant.

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FEE SUMMARY

CMA will provide services for a lump sum amount as follows:

PHASE 1: Landscape Code Update \$49,910
PHASE 2: Design Guidelines Preparation \$84,135
PHASE 3: Stakeholder's Workshop and Approval Process \$6,429
TOTAL ALL PHASES: \$140,474

The proposed fees include travel expenses and deliverables.

Should you have any questions, please do not hesitate to contact me at my office at (561) 758-2252 or on my cell phone at (561) 510-3138 or send me an electronic message at nzacarias@chenmoore.com.

Respectfully submitted,

Nilsa Zacarias

CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

Attachment(s): Exhibit A – Work Authorization
 Exhibit B – General Conditions/Provisions