

## **GRANT AGREEMENT**

**THIS GRANT AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the “CITY”, with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **For The Children Inc.**, a non-profit corporation authorized to do business in the State of Florida, as Fiscal Agent for the Healthier Lake Worth Beach program, hereinafter the “GRANTEE”, with a mailing address of 1718 Douglas Street, Lake Worth Beach, Florida 33460.

### **RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the GRANTEE, through the Healthier Lake Worth Beach program, provides assistance to residents of the CITY to promote health, safety, and quality living particularly for those who are vulnerable; and

WHEREAS, the Healthier Lake Worth Beach program focuses on improving behavioral health by addressing the physical environment including the cleanliness and safety of neighborhoods within the City; and

WHEREAS, the Healthier Lake Worth Beach program assists City residents bring their properties into compliance with the requirements of fire and building codes and the City’s Code of Ordinances; and

WHEREAS, code compliance is necessary for the health, safety, and welfare of City residents; and

WHEREAS, the GRANTEE has requested a grant from the CITY to enable it to provide such assistance to residents facing code compliance challenges; and

WHEREAS, the CITY finds awarding the grant to the GRANTEE as described herein primarily and/or substantially serves a valid public purpose and provides for the proper safeguards to ensure that such public purpose is accomplished.

NOW THEREFORE, the CITY hereby engages the services of the GRANTEE, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

#### **1. GRANT AWARD**

1.1 Based on the needs identified by the GRANTEE in its submitted proposal, attached hereto and incorporated herein as Exhibit “A”, the CITY hereby grants to GRANTEE a

lump sum Grant Award of seventy-five thousand dollars (\$75,000), payable to the GRANTEE within thirty (30) days after this Agreement has been approved and executed by both the GRANTEE and the City Commission. The Grant Award is for assistance to vulnerable residents of the CITY for code compliance through the Healthier Lake Worth Beach program, as set forth in Exhibit "A".

1.2 To the extent reasonably necessary to enable the GRANTEE to perform the services hereunder, the GRANTEE is authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the GRANTEE.

1.3 The GRANTEE shall not use any portion of the Grant Award to pay any individual as salaries, benefits, or any other form of compensation for training for or performing community assistance activities or any other services hereunder.

1.4 The GRANTEE shall submit an annual review to the CITY documenting expenditures that includes a description of the number of residents assisted; the addresses and code case number, if applicable, where the services were provided; the goods or services purchased and the need therefor; and any other documentation or information requested by the CITY.

## **2. GRANTEE QUALIFICATIONS; INDEPENDENT CONTRACTOR**

2.1 The GRANTEE represents that it is licensed to do business in the State of Florida and holds and will ensure all its employees, contractors, volunteers, and agents are properly trained or licensed to perform the services.

2.2 The GRANTEE is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the GRANTEE's sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the services under this Agreement.

## **3. USE OF CITY RESOURCES**

3.1 Nothing herein shall authorize GRANTEE to use CITY resources outside of the Grant Award. Should the GRANTEE desire to use CITY resources, the GRANTEE must follow the designated process identified by the CITY.

3.2 CITY personnel, including elected officials, may make referrals to the GRANTEE but shall not be involved in the selection or determination of eligibility for recipients of

services under this Agreement. Recipients shall be selected based on the eligibility criteria set forth in Exhibit "A", as determined solely by the GRANTEE. Referrals may be made on the form attached hereto as Exhibit "B".

#### **4. TERM**

4.1 The term of this Agreement shall be from the date this Agreement is fully executed by the parties through the date the Grant Award has been fully expended and reported to the City, as required herein; unless terminated earlier, as provided below.

#### **5. OWNERSHIP**

5.1 Equipment and supplies purchased by the GRANTEE with the Grant Award shall belong to the GRANTEE. The CITY shall have no ownership rights to any equipment or supplies purchased by the GRANTEE under this Agreement.

#### **6. AUDIT BY CITY**

6.1 The GRANTEE shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the GRANTEE's expenditure of the Grant Award and performance under this Agreement including, but not limited to, expenses for contractors and materials, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

#### **7. TERMINATION OF AGREEMENT**

7.1 The CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon notice from the City Manager. If the CITY terminates this Agreement with cause based upon a reasonable, documented belief that any portion of the Grant Award has been used for any expense outside of Exhibit "A", such amount shall be repaid to the CITY upon demand, and the remaining balance of the Grant Award that remains in the possession of the GRANTEE shall be returned to the CITY within fifteen (15) days of the date of termination. If the GRANTEE wishes to submit documentation to the City Manager to establish that no portion of the Grant Award was spent outside of Exhibit "A", it is required to deliver such documentation to the CITY within ten (10) days from the date of termination; otherwise, the GRANTEE shall waive its right to challenge the termination and the return of the funds.

#### **8. INSURANCE**

8.1 The GRANTEE, shall, at its own expense, procure and maintain throughout the term of this Agreement, the types and amounts of insurance standard for the industry for the services it provides.

**9. WAIVER OF BREACH AND SURVIVABILITY**

9.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

9.2 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.

**10. INDEMNITY**

10.1 The parties recognize that the GRANTEE is an independent contractor. The GRANTEE agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, including death, property damage, equitable relief, or loss of use, caused by the GRANTEE, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the GRANTEE arising out of or resulting from this Agreement. The GRANTEE's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the GRANTEE against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10.2 Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, which the parties agree applies whether a claim is brought in tort or in contract.

**11. ENTIRE AGREEMENT**

11.1 This Agreement consists of the terms and conditions provided herein, the recitals set forth above (i.e., whereas clauses) (which are incorporated herein by reference), and the GRANTEE's proposal (Exhibit "A").

11.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **12. ASSIGNMENT**

12.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the GRANTEE. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the GRANTEE and not for the benefit of any other party. The GRANTEE shall not assign any right or interest in this Agreement, without the CITY's prior written consent. Any attempted assignment shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

12.2 In the event the CITY consents to an assignment, the assignee, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **13. SUCCESSORS AND ASSIGNS**

13.1 Subject to the provision regarding assignment, this Agreement shall be binding on the successors, and assigns of the respective parties.

## **14. WAIVER OF TRIAL BY JURY**

14.1 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.

## **15. GOVERNING LAW AND REMEDIES**

15.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

15.2 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.

## **16. NOTICES**

16.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S.

Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the GRANTEE have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the GRANTEE to the CITY shall be given to the CITY address as follows:

City Manager  
City of Lake Worth Beach  
7 N. Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the GRANTEE shall be given to the GRANTEE address as follows:

For The Children Inc.  
1718 Douglas Street  
Lake Worth Beach, Florida 33460

## **17. SEVERABILITY**

17.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **18. COUNTERPARTS**

18.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

## **19. LIMITATIONS OF LIABILITY**

19.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

## **20. PUBLIC ENTITY CRIMES**

20.1 GRANTEE 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. GRANTEE will advise the CITY immediately if it becomes aware of any violation of this statute.

## **21. PREPARATION**

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

## **22. PALM BEACH COUNTY INSPECTOR GENERAL**

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

## **23. ENFORCEMENT COSTS**

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

## **24. PUBLIC RECORDS**

24.1 The GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the CITY to perform the service. If the GRANTEE transfers all public records to the CITY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**25. FEDERAL AND STATE TAX**

25.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The GRANTEE shall not be authorized to use the CITY's Tax Exemption Number.

**26. FISCAL NON-FUNDING**

26.1 In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the GRANTEE of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the CITY. The GRANTEE will be paid for all qualified expenditures through the date of termination.

**27. SCRUTINIZED COMPANIES**

27.1 GRANTEE certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if GRANTEE or any of its subcontractors are found to have submitted a

false certification; or if GRANTEE or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

27.2 If this Agreement is for one million dollars or more, GRANTEE certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if GRANTEE, or any of its subcontractors are found to have submitted a false certification; or if GRANTEE 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.

## **28. E-VERIFY**

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

## **29. HUMAN TRAFFICKING**

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

**30. DISCRIMINATION**

30.1 The GRANTEE 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, political affiliation, marital status, handicap, or sexual orientation. Further, GRANTEE shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

GRANTEE:

**FOR THE CHILDREN INC.**

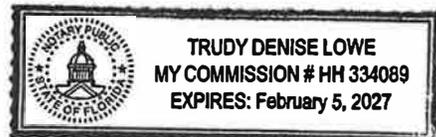
By: Reginale Durandese  
Print Name: Reginale Durandese  
Title: Founder / CEO

[Corporate Seal]

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of X physical presence or    online notarization this 14<sup>th</sup> day of March 2025 by Reginale Dura as CEO of For the Children, Inc., a company authorized to do business in the State of Florida, and    who is personally known to me or    who has produced    as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind For the Children, Inc., to the same.

Notary Public Trudy Lowe  
Print Name: Trudy Lowe  
My commission expires:   



**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

**EXHIBIT "A"**  
**PROPOSAL**



## Healthier Lake Worth Beach

### Healthier Lake Worth Beach

### Partnership Working Process with the City of Lake Worth Beach Code Compliance Division

### And Residents

Healthier Lake Worth Beach is collaborating with the City of Lake Worth Beach Code Compliance Division to support the development and implementation of new approaches to address problem properties and code compliance challenges; approaches that will facilitate positive social outcomes including:

- Fewer problem properties and fewer at-risk properties
- Higher code compliance rates
- Safer, healthier, higher quality living conditions for residents
- A greater sense of belonging, ownership, and empowerment in neighborhoods

#### **Objective:**

1. To promote health, safety and quality living in the LWB neighborhoods and their vulnerable residents.
2. To promote compliance with City regulations by focusing on awareness, education, public contact, compassion, fairness, and equitable code compliance strategies.

#### **Budget:**

The Neighborhood Health Action Chair requests that HLWB set aside a budget to support at least fifteen to twenty residents per year, with other partners contributing gifts of heads, hearts, hands and time, as needed. The cost of bringing a resident's home in compliance with the various Code Compliance issues listed below is typically between \$3,500 and \$4,500. Therefore, they have recommended that HLWB set aside \$80K.

#### **Violations / Compliance Issues:**

- Address Curb Appeal – Façade
- Bulk Garbage – Trash – Debris
- Illegal Dumping
- Landscape – Tree Trimming
- Repair or Replace Broken Fence

- Repair or Replace Windows, Shutters & Awnings
- Repair or Replace Fascia boards
- Exterior Pressure Cleaning and Painting
- Unsafe Roof (Holes, Caving)
- Interior Living Conditions That Lead to Health Issues (i.e., mold, lead-paint)

**Partners Needed:**

- City of LWB Code Compliance Officers
- City of LWB Department of Community Sustainability Office
- City of LWB Public Works Office
- PBSO – District 14
- PBCFR – Palm Beach County Fire Rescue
- Community Based Organizations
- Neighborhood Associations
- Local Businesses
- Service Providers (Roofing Companies, Plumbing, Air Conditioning, Electricians, Lawn Maintenance, Handymen, Cleaning Services, Painters, etc...)
- Residents

**Who is eligible?**

- Must Reside in the 33460 Zip Code
- Home must be occupied by the owner
- Disabled (No gender or age requirements)
- Seniors (Low income or limited income or Life-Threatening Health Condition)
- Single Parent with Children (Low Income or limited income or Life-Threatening Health Condition)
- Mortgage Payments Must Be Current
- No multiple liens on property
- Home must not be for sale
- Must have a plan to sustain or maintain the work and stay compliant to Code
- Must be willing to sign a **Hold Harmless Clause**

**Where are the referrals coming from?**

- Residents / Neighbors
- City of LWB Code Compliance Division
- City of LWB Department of Community Sustainability
- LWB Neighborhood Associations
- PBSO – District 14
- PBCFR – PBC Fire Rescue in LWB
- Other local Partners

**EXHIBIT "B"**  
**REFERRAL FORM**