

**PROFESSIONAL SERVICES AGREEMENT**  
**(Open Space & Recreation Master Plan Services)**

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 planning, landscape architecture and tree arborist consultant services for the creation of an Open Space and Recreation Master Plan (the Master Plan) to assess existing facilities, future needs, and proposed programs for the City of Lake Worth Beach; and

**WHEREAS**, in 2018, the City adopted its Comprehensive Plan based on the Evaluation Appraisal and Review (EAR) for each element. The Consultant’s team prepared the updated Recreation & Open Space element including a preliminary existing conditions analysis of parks, facilities and open spaces that will serve as a starting point of the Master Plan; and

**WHEREAS**, Open Space and recreation master planning is a process that provides guidance and policy direction to local government decision makers. The planning process, which engages the community and stakeholders, provides a foundation for understanding and responding to the parks and recreation needs of residents; and

**WHEREAS**, the process involves strategically examining the community’s vision; existing community services, facilities, and resources; and assessing future needs concerning parks, recreation, and open spaces; and

**WHEREAS**, planning for parks and recreation facilities attracts economic development, promotes active lifestyles, and builds healthy communities; and

**WHEREAS**, the final document will allow the City to assess current and future recreational needs, evaluate feasible options, and budget for long-term or phased-in development and improvements; and

**WHEREAS**, the Consultant has significant experience and background with this type of services and has completed the first part of the project; and

**WHEREAS**, the Consultant has provided the City with a cost proposal to provide the needed consulting services; 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.** As more specifically set forth in the Consultant's cost proposal and scope of services which is attached hereto as **Exhibit "A"** and incorporated herein, the Consultant shall provide consulting services to perform professional planning, landscape architecture and tree arborist services for the creation of an Open Space and Recreation Master Plan (the Master Plan) for the City of Lake Worth Beach.

**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 Consultant's proposal (Exhibit "A") unless earlier terminated as stated herein. The term may 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 project schedule set forth in Exhibit "A".

(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"; **provided that, the amount to be paid to the Consultant for landscape architecture services under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000) and the total amount to be paid to the Consultant under this Agreement shall not exceed Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00).** 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.

**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.

**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.

**Type of Coverage**

**Amount of Coverage**

Professional liability/  
Errors and Omissions

\$1,000,000 per occurrence

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

\$1, 000,000 per occurrence

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

The commercial general liability and automobile policies will name the City as an additional insured on primary, non-contributory basis and 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.

**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, Director of Planning  
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: Reserved.**

**SECTION 35: Reserved.**

**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, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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



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

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

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

**SECTION 38: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

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

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

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

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

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

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

Remainder of this page intentionally left blank – signature page follows



IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Economic Evaluation of Capacity and Energy Study) 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]

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

By: \_\_\_\_\_  
*PETER MOORE*  
PRESIDENT

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_, as the \_\_\_\_\_ **Chen Moore and Associates, Inc**, a Florida Corporation registered to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Notary Seal:



*Mariah Green*  
Notary Public Signature

**EXHIBIT "A"**  
**(Consultant's Proposal/Scope of Work - 12 Pages)**

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



December 14, 2023

SENT VIA E-MAIL ([wwaters@lakeworthbeachfl.gov](mailto:wwaters@lakeworthbeachfl.gov))

**Mr. William Waters**, AIA, Director of Community Sustainability Department  
**Ms. Lauren Bennett**, CPRP, Director of Leisure Services Department  
City of Lake Worth Beach  
1900 Second Avenue North  
Lake Worth Beach, FL 33461

**Subject: City of Lake Worth Beach  
Open Space and Recreation Master Plan  
Proposal # 23-0131.P0001**

Dear Mr. Waters and Ms. Bennett,

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 for the creation of an Open Space and Recreation Master Plan (the Master Plan) for the City of Lake Worth Beach.

#### **PROJECT INTRODUCTION**

In 2018, the City of Lake Worth Beach adopted its Comprehensive Plan based on the Evaluation Appraisal and Review (EAR) of each element. The proposed project team prepared the updated Recreation & Open Space element including a preliminary existing conditions analysis of parks, facilities and open spaces that will serve as a starting point of the Master Plan. Policy 7.1.1.3 indicates *"The City shall encourage the preparation of a Master Plan for Recreation and Open Space to assess existing facilities, future needs, and proposed programs."*

Open Space and recreation master planning is a process that provides guidance and policy direction to local government decision makers. The planning process, which engages the community and stakeholders, provides a foundation for understanding and responding to the parks and recreation needs of residents. The process involves strategically examining the community's vision; existing community services, facilities, and resources; and assessing future needs concerning parks, recreation, and open spaces. Planning for parks and recreation facilities attracts economic development, promotes active lifestyles, and build healthy communities. *The final document will allow the City of Lake Worth Beach to assess current and future recreational needs, evaluate feasible options, and budget for long-term or phased-in development and improvements.*

This subject proposal includes detail scope and fee related to each task to accomplish the Master Plan.

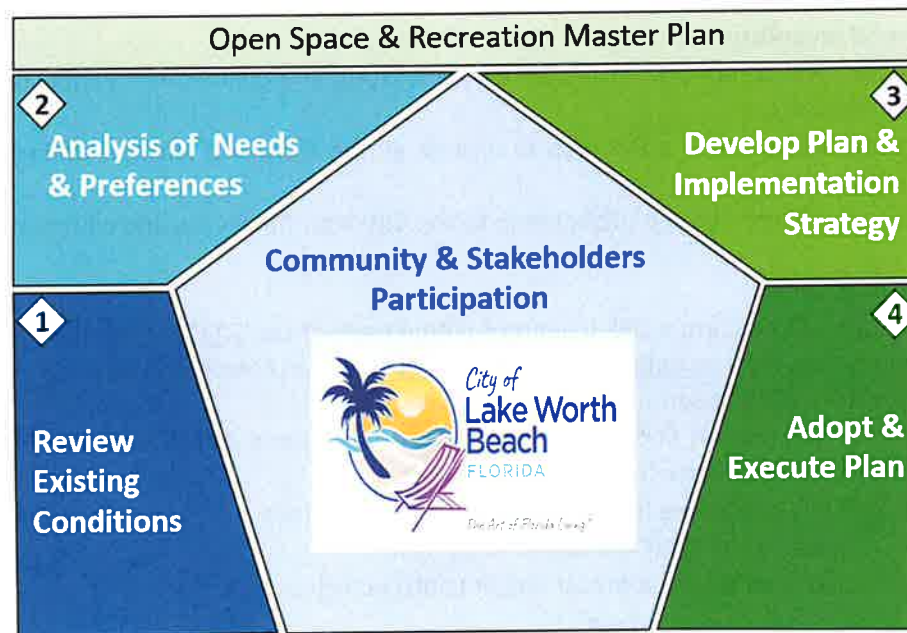
#### **PROJECT STAFFING**

Chen Moore and Associates – 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:

The City of Lake Worth Beach Open Space & Recreation Master Plan will include (1) Review of Existing Conditions; (2) Analysis of Needs and Preferences; (3) Develop Plan and Implementation Phases; (4) Adopt and Execute Plan. The community and stakeholders participation program will be an integral part and the basis of the Master Plan. The following graphic summarize the phases to prepare the Plan:



### **PHASE 1: REVIEW EXISTING CONDITIONS**

Phase 1 will allow to review previous plannings efforts and identify preliminary challenges facing the community in terms of social, economic, and environmental issues. The project team will also define the current City's demographics according to the 2020 US Census, and population projection to the year 2050.

#### **Task 1.1: Coordination with City Staff**

- Consultant will meet with City's Staff for the project kick-off meeting to coordinate scope, project schedule and deliverables.
- Consultant will meet with City's Staff throughout the project as needed.

#### **Task 1.2: Master Plan Branding**

- Consultant along with the input from City Staff will proposed graphics to provide an identity to this city initiative.
- City will contract the services of a graphic consultant (Crabtree Ink and/or Other) to prepare final graphics, posters, etc.

### **Task 1.3: Review Existing Documentation and Demographics**

- Consultant will collect and review existing plans, surveys, projects, programs, budgets, policies and codes that will impact the Master Plan (such as Recreation Programs, Public Works projects, Comprehensive Plan, Zoning Codes, economic development initiatives, etc.)
- Consultant will prepare a summary of the City's demographics based on the 2020 US Census, and projected population to the year 2050 (permanent and seasonal population).
- Consultant will prepare and submit to the City Staff a document including findings of this Task 1.3. for review and comments.

### **Task 1.4: General Inventory**

- Consultant will compile an inventory of the existing and planned recreation facilities and open spaces (parks, trails, etc.).
- Consultant will prepare a GIS map to include all the identified facilities and open spaces (existing and planned).
- Consultant will provide the subject map to the City Staff for review and comments.

### **Task 1.5: Tree Inventory**

- Consultant will perform a GPS inventory within each of the 50 City-owned properties (parcels and ROW segments) that were inventoried as part of the 2014 Urban Forest Management Plan inventory (see Exhibit C. Table from 2014 report for list of properties).
- Consultant will use an EOS Arrow Gold Plus GPS antenna paired with the ESRI "Field Maps" app to inventory trees within each of the 50 properties.
- Consultant will collect the following data field for each tree:
  - Species common and scientific names.
  - Trunk diameter at breast height (DBH) in inches.
  - Canopy spread in feet.
  - Condition rating (per the Council of Tree and Landscape Appraisers *Guide to Plant Appraisal*, 10 Edition).
  - Defects (up to three per tree).
  - Maintenance recommendations (i.e., pruning, fertilization, bracing, etc.) - up to two per tree.
  - Infrastructure conflicts (i.e., root impacts to hardscape, canopy conflicts with overhead utility lines, etc.).
  - Growing space widths (in five-foot increments); this will help to identify trees that may be outgrowing inadequately sized planters.
- Consultant will provide Electronic GIS file of tree points (ArcGIS shapefile or geodatabase file); PDF maps of inventoried trees; Excel table with all tree data fields.

### **Task 1.6: Canopy Analysis**

- Consultant will perform an analysis of the current overall canopy coverage within the City using the i-Tree Canopy program from the U.S. Forest Service. This analysis will use random sampling of 1,000 data points to generate estimates of percent cover for the following:
  - Tree canopy

- Plantable greenspace; Non-Plantable greenspace
- Surface waters
- Impervious areas (i.e., roads, sidewalks, houses)
- Consultant will provide the results of this analysis in a letter report that will include percent cover values for the above items, along with structural values and ecosystems benefits/values provided by the current tree canopy.

#### **Task 1.7: Open Space and Recreation Facility Evaluation**

- Consultant will evaluate the existing site amenities and overall condition for each of the City designated open spaces (parks, trails, etc.).
- Consultant will evaluate the existing recreational facilities.
- Consultant will assess American Disability Act (ADA) accessibility in each Open Space and Recreation Facility including parking spaces, routes, toilet facilities, and seating for ADA compliance.
- Consultant will prepare and submit to the City Staff a document regarding Task 1.7. for review and comments.

#### **Task 1.8. Open Space and Recreation Operations, Management, Staffing, Programming Assessment**

- Consultant will provide an assessment and analysis of the Department current level of programs, services, maintenance, and staffing in relation to present goals, objective, and directives.
- Consultant will use this analysis to provide recommendations regarding programs, services, maintenance, and staffing.

#### **Task 1.9. Trends and Challenges**

- Consultant will provide an overview of current trends on the parks and recreation market.
- Consultant will summarize challenges based on the analysis of the collected information, surveys, and evaluation.

#### **Task 1.10. Existing Conditions Report**

- Consultant will assemble all the information, data and analysis completed in Phase 1 and prepare the Existing Conditions Report.
- Consultant will prepare the Existing Conditions Report to identify major issues, concerns, and challenges.
- Consultant will provide this report to the City Staff for review and comments.

### **PHASE 2: ANALYSIS OF NEEDS & PREFERENCES**

Phase 2 will emphasize community and stakeholders outreach based on a Proactive Public Participation Program (4Ps). The goal is to listen to residents and stakeholders to prepare a Plan based on their vision, needs and preferences. This phase will include survey, interviews, informational kiosks at City's events, and "open houses" for a dialogue. The Community Survey will elicit input in terms of preference for each park, priorities for park investment and other qualitative information.

#### **Task 2.1. Advertising for Events and Survey**

- Consultant will prepare along with the City Staff effective advertising initiatives. The success of the public participation process relies on advertising and creative tools to communicate with the community. The following initiatives will be conducted in advance:



- City's web site will include a section for the Master Plan to post continue updates and announcements.
- Personal invitation to residents –An announcement on the electric bill will include the link to the online survey and upcoming events.
- Invitation through social media.
- Posters with key dates will be distributed to business for advertisement. The poster will include a QR Code to access the survey.

### Task 2.2. Surveys, Interviews, Kiosks and Public Workshops

- Consultant will gather the community and stakeholders feedback by providing different opportunities to express ideas and input. To listen to the community and provide a vision are paramount to propose a comprehensive and sustainable Master Plan for current and future residents. The following initiatives will be accomplished to prepare a meaningful Master Plan:

*Survey:* a survey will be prepared to post on-line and to provide to residents that attend public events and HOA meetings. The survey questions are intended to understand the needs of the community related to parks and recreational programs. It includes questions related to frequency of park use, how a person gets to or would like to get to their parks, and the types of programs and amenities they would like to see in the future. The survey will also allow for open ended comments. At entrance of City Hall, there will be a permanent box where residents can hand deliver their surveys.

*Interviews:* a series of one-on-one interviews will be conducted with residents, elected officials, and City's Staff to gather information and to have an in-depth understanding.

*Kiosks:* the project team will attend City's events to reach out residents, provide information and surveys. These kiosks or pop-ups will facilitate to communicate directly with the community. Project Team will attend three (3) city wide community events (Street Painting Festival in February, 4<sup>th</sup> of July Celebration, Halloween *Little Scream* in October).

*Open Houses:* the project team will conduct two (2) open houses to provide information and gather the community feedback. This event can be conducted on a weekend to facilitate participation.

*Public Workshops:* the project team will conduct three (3) workshops to listen comments, gather feedback and allow public input: one (1) with the City Commission; one (1) with the Planning and Zoning Board; and one (1) with the Historic Resources Preservation Board.

### Task 2.3. Level of Service Analysis

- Consultant will conduct an analysis of current Level of Services (LOS) per the Comprehensive Plan adopted policy.
- Consultant will review the LOS according to the population projection to the year 2050.

### Task 2.4. Needs and Preference Report

- Consultant will prepare a report to reflect findings and summary of Phase 2, it will be provided to the City Staff for review and comments.



### PHASE 3: DEVELOP PLAN AND IMPLEMENTATION STRATEGY

The Master Plan will serve as a roadmap for a long-term strategy and funding opportunities to improve and develop the City's open spaces & recreation. The goal is to develop a Plan for the City's current and future population based on attainable resources and the community and stakeholders' vision.

#### Task 3.1: Prepare Conceptual Plans

- Consultant will prepare two (2) conceptual plans for the following parks:
  - Ball fields located North of 22<sup>nd</sup> Avenue;
  - "Quad" fields located South of 22<sup>nd</sup> Avenue; and,
  - Bryant Park
- Consultant will conduct two (2) open houses to present the conceptual plans and received feedback from the community and stakeholders.

#### Task 3.2. Funding Options

- Consultant will coordinate with the City Staff to determine realistic future funding opportunities and amount that can be included on the Capital Improvement Program (CIP).
- Consultant will identify a variety of different alternatives funding sources, programs, and strategies that have been used by park systems in Florida and across the U.S.

#### Task 3.3. Prioritization Strategy

- Consultant will prepare a phased, multi-year approach to implement the community and stakeholders' vision.
- Consultant will work with the City Staff to identify which projects should be implemented first.
- Consultant will propose a CIP prioritization strategy that aligns with the findings of Phase 1 and 2.

### PHASE 4: ADOPT AND EXECUTE PLAN

The Master Plan will facilitate applications for grants, since it is based on a City wide community wide participation process. Most importantly, the Master plan will provide information and strategies that will allow to budget initiatives into the City's capital improvement program; and it will serve as the basis to adopt an Impact Fee for Open Space & Recreation.

#### Task 4.1: Draft Master Plan

- Consultant will prepare Draft Master Plan including all previous phases that will be submitted to City Staff for review and comments-*existing conditions, analysis of needs and preferences, level of service, public participation process, conceptual plans, funding options, implementation strategies.*
- Consultant will prepare a power point to present at workshops.
- Consultant will attend **three (3) workshops** to present Draft Master Plan to answer questions and gather input prior to preparing final document. one (1) with the City Commission; one (1) with the Planning and Zoning Board; and **one (1) with the Historic Resources Preservation Board.**

#### Task 4.2: Final Master Plan

- Consultant will prepare a Final Master Plan based on review comments from City Staff, City Commission and P&Z Board.
- Consultant will prepare a power point to present at adoption hearing.

- Consultant will attend Commission hearing for final approval.

### ASSUMPTIONS

This scope of service assumes the following:

- The City will provide consultant with all pertinent documents required to complete the project including existing projects, programs, reports, surveys, budgets.
- The City will assist consultant in advertising and marketing for events such as including notice on water bill, business license renewal; and, press releases through the Leisure Services Department.
- The City will contract a graphic consultant (Crabtree Ink and/or Other) to prepare final graphics and provide a quantity of posters with QR Code, and business cards with QR Code. The final quantity of these marketing materials will be defined by the City.

### DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Master Plan document within **13 months** of receiving the P.O. from the City. Please see Exhibit E- Project Timeline.

### FEE SUMMARY

CMA will provide services for a lump sum amount of not to exceed **\$225,000.00**. The proposed fee includes travel expenses, and material costs of copies and boards for presentations. This lump sum does Not include printing cost of posters and business cards with QR Codes.

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](mailto:nzacarias@chenmoore.com).

Respectfully submitted,



CHEN MOORE AND ASSOCIATES  
Nilsa Zacarias, AICP  
Director of Planning

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

Attachment(s):

- Exhibit A – City of Lake Worth Beach Parks and Open Space Map
- Exhibit B – Table 2 from 2014 Urban Forest Management Plan
- Exhibit C - Example Marketing Material from the Village of Tequesta
- Exhibit D – Project Timeline

**EXHIBIT A**  
**City of Lake Worth Beach Parks and Open Space Map**





**EXHIBIT B**  
**Table 2 from 2014 Urban Forest Management Plan**

† Table 2. List of All Lake Worth Properties Included in Tree Inventory

Site Number	Site Name	Type of Site	Number of Trees
1	Lake Worth Road Median	Right of Way	85
2	Lake and Lucern Avenues	Right of Way	371
3	Boutwell Road Right of Way	Right of Way	173
4	City Hall	Government	56
5	City Hall Annex	Government	40
6	Library	Municipal Property - Other	17
7	Recreation Building	Municipal Property - Recreation	7
8	Health Dept. Building	Municipal Property - Health Dept.	13
9	Fountain Triangle Park	Park	69
10	Snook Islands	Park	44
11	Old Bridge Park	Park	59
12	Beach and Casino Complex	Park	764*
13	Steinhart Property	Municipal Property - Undeveloped	266*
14	Compass Site	Municipal Property - Other	42
15	Tropical Ridge Fitness Park	Park	4
16	Sunset Ridge Park	Park	95
17	North West Ballfield Complex	Park	446*
18, 19	North Federal Highway Medians (13th Ave North and North Federal Hwy.)	Right of way	470
20	Constitution Blue Star Park	Park	26
21	Spillway Park	Park	134
22	Bryant Park	Park	751
23	South Palm Park and Adjacent Lots	Park	150
24	South Palm Way Blvd Median	Right of Way	397
25	Community Gymnasium - Wingfield Street	Municipal Property - Recreation	34*
26	I.A. Banks Cemetery	Municipal Property - Cemetery	61
27	Howard Park	Park	125
28	Wingfield Street Median	Right of Way	11
29	Pinecrest Cemetery	Municipal Property - Cemetery	328
30	Rotary Park	Park	5
31	J Street Parking Lot	Municipal Property - Parking Lot	13
32	K Street Parking Lot	Municipal Property - Parking Lot	56
33	CRA Parking Lot (N Dixie Hwy.)	Municipal Property - Parking Lot	35
34	CRA Parking Lots (20 South L Street. and 13	Municipal Property - Parking Lot	28

This table continues on the next page.

Site Number	Site Name	Type of Site	Number of Trees
	South M Street)		
35	Safety Complex	Municipal Property - Public Safety	108
36	Power/Water Plant	Municipal Property - Utilities	13
37, 38	Building/Dept. Warehouse Streets/Refuse (adjacent to site 37)	Municipal Property - Public Works	209
39	Memorial Park	Park	39
40, 43	South Dixie Highway Right of Way and Dixie Highway Median and Right of Way	Right of Way	260
41	10th Avenue Sign, Median and Right of Way	Right of Way	114
42	6th Avenue Sign, Median and Right of Way	Right of Way	93
44	Fire Station #2	Municipal Property - Public Safety	17
45	17th Ave North Natural Area	Municipal Property - Undeveloped	106
46	Terrace Drive East	Right of way	296*
47	South Landfill	Municipal Property - Other	129*
48	Osbourne School	Municipal Property - Institutional	70*
49	Public Services Compound	Municipal Property - Utilities	18
N/A	Golf Course	Park	1250*
<b>Total Number of Trees:</b>			<b>7,897</b>

*\*Note - sites also included dense clusters of trees (typically invasive exotic species) where individual trees could not reasonably be differentiated. As such, the clusters of trees were mapped as polygons.*

**EXHIBIT C**

**Example of Marketing Material designed for the Village of Tequesta Parks Master Plan**



Business Cards with QR Code to be provided to residents at all public events. The QR Code allows access to the survey and facilitate the community participation since residents can respond the survey from their cellular phone.



11x17 Poster with QR Code to advertise events and be distributed to businesses and residents.

