

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Planning, Zoning and Historic Preservation Professional Services)

THIS FOURTH AMENDMENT to the Professional Services Agreement for Planning, Zoning and Historic Preservation Professional Services (“Amendment”) is made as of _____, 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 Australian Ave South, Suite 850, West Palm Beach, Fl, 33401 (“Consultant”).

WHEREAS, on September 27, 2021, based on the Request for Proposals RFP No. 21-207 for Planning, Zoning and Historic Preservation Professional Services the City entered into a Professional Services Agreement with NZ Consultants, Inc. to complement the Planning & Preservation Division staff of the City’s Department of Community Sustainability (“Agreement”); and

WHEREAS, the term of the Agreement was for three (3) years with two (2) additional one (1) year; and

WHEREAS, on February 13, 2023, the City entered into a Novation Agreement with NZ Consultants, Inc. to transfer all of its rights, titles and interests in Contracts to the Consultant in order to continue the Agreement; and

WHEREAS, on October 2, 2024 the City and the Consultant amended the agreement to extend the terms of the Agreement for an additional one (1) year to September 27, 2025.

WHEREAS, the CITY and the Consultant is in need of additional services under the same terms and conditions as the Agreement to prepare the Carbon Neutral Element for the Comprehensive Plan under the same terms and conditions as the Agreement due to the staffing shortages in the Community Sustainability Department; and

WHEREAS, the CONSULTANT submitted a proposal for the pricing to be provided under this Amendment, which proposal is attached hereto as **Exhibit “A”** and incorporated herein; and

WHEREAS, the CITY has reviewed the CONSULTANT’s proposed price and determined that the price is fair and reasonable; and

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

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

- 1. Recitals.** The above recitals are true and correct and are fully incorporated herein by reference.

2. Scope of Services. The parties agree that the scope of services is amended to include the additional services described in Exhibit "A".

3. Compensation to Consultant. The compensation to be paid by the CITY to the CONSULTANT for the additional services described in Exhibit "A" shall not exceed Eighty-Five Thousand Eight Hundred Seventy Dollars (\$85,870).

4. Entire Agreement. The parties agree that the Agreement (as previously amended) the Novation Agreement and this amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment. The parties may sign this Amendment electronically and such electronic signature will be treated as an original signature of the signing party.

6. Amendment. Except for the provisions of the Agreement previously amended and specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth amendment to the Agreement for Planning, Zoning and Historic Preservation Professional Services on the day and year first above written.

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: _____
Chen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director



CONTRACTOR: CHEN MOORE AND ASSOCIATES, INC.

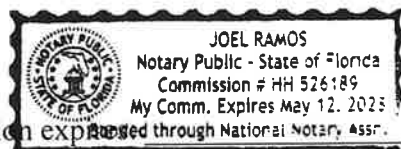
By: _____

Print Name: Peter Moore

My Commission expires: May 12, 2028

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4th day of November 2024, by Peter Moore, as the President [title] of **Chen Moore and Associates, Inc.**, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Chen Moore and Associates, Inc.** to the same.



Notary Seal:
My Commission expires _____

Notary Public Signature

Exhibit “1”
(Consultant’s Proposal – 4 pages)

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



October 16, 2024

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
Carbon Neutral Element – City’s Comprehensive Plan
Proposal # 024.0249 / 24-0131.P0001 task 002**

Dear Mr. Waters,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning services to prepare the Carbon Neutral Element for the Comprehensive Plan for the City of Lake Worth Beach.

PROJECT INTRODUCTION

The City of Lake Worth Beach is among the leading local municipalities embracing sustainability, green principles, and energy conservation. Adopted in 2018, the City’s Comprehensive Plan encourages sustainable strategies in each element, establishing goals, objectives, and policies (GOPs) aligned with its long-term vision of an energy-efficient and economically sustainable City. In addition, the City’s Land Development Regulations’ (LDRs) cutting edge approach to sustainability support development by creating and implementing Sustainable Bonus incentives that benefit the City’s built and natural environment.

CMA will prepare a new element to be added to the current City’s Comprehensive Plan: Carbon Neutral Element. This proactive and innovative approach will ensure that Lake Worth Beach continues its momentum toward a sustainable, green City. Since the City’s own utility department provides water and electricity to its residents and businesses, this new element envisions policies that support cohesive, comprehensive, and holistic strategies including energy, development, infrastructure, and conservation.

The City’s Electric Utility and a Water/Sewer Utility departments will be involved in the preparation of the new element. The Carbon Neutral element will provide Goals, Objectives, and Policies to implement, achieve, and measure sustainable, equitable strategies. CMA will also process the new element from transmittal to the State to final adoption including Local Planning Agency, Commission Hearings, State Land Planning, and other agencies according to Florida Statutes.

This subject proposal includes detail scope and fee related to each task to accomplish the Carbon Neutral Element.

PROJECT STAFFING

Chen Moore and Associates – Land Planning and Energy Division

SCOPE OF SERVICES

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

Part of creating a Carbon Neutral element includes researching a methodology for measuring and monitoring carbon emissions in the City. The intent of the new element is to support energy, development, infrastructure, conservation, and other climate-friendly policies. Among several opportunities for promoting carbon neutrality, the city should initiate a marketing initiative to provide information that helps residents and businesses to reduce carbon emissions and be more energy efficient.

As part of becoming a Carbon Neutral, the City should focus on using renewable energy sources for all City-owned properties. Also, transportation policies should strengthen existing infrastructure for bicyclists and pedestrians and encourage multi modal forms of transportation (Palm Tran, Tri-Rail, etc.). *The proposed final document will be comprehensive and include policies supporting carbon offsets initiatives such as urban forestry policies and others.*

Task 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 2: Review Existing Documentation and Demographics

- Consultant will collect and review existing projects, programs, budgets, policies and codes that will impact the preparation of the Carbon Neutral element.
- Consultant will conduct meetings with pertaining City's departments including Community Sustainability, Electric Utility and a Water/Sewer Utility Departments

Task 3: Research, Methodology and Monitoring

- Consultant will provide definitions, identifies federal and local initiatives, world organizations, and private companies which currently support Carbon Neutral strategies and policies.
- Consultant along with City Staff will establish a methodology and related assumptions to support a Carbon Neutral city, and establish carbon footprint offsetting policies.
- Consultant will establish an accepted method for measuring and monitoring carbon emissions in the city.

Task 4: Draft Carbon Neutral Element

- Consultant will prepare a Draft Carbon Neutral element that will be submitted to City Staff for review and comments including proposed Policies (Goals, Objectives and Policies), and Data & Analysis to support policies.
- Consultant will prepare a power point to present at workshops.
- Consultant will attend three (3) workshops to present Draft Carbon Neutral Element 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 (P&Z); and one (1) with the Historic Resources Preservation Board (HRP).

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Task 5: Final Carbon Neutral Element

- Consultant will prepare a Final Carbon Neutral Element based on review comments from City Staff, City Commission, P&Z Board and HRP Board.

Task 6: Processing & Adoption of Comprehensive Plan Amendment

- Consultant will prepare a Staff Report, a power point, and attend transmittal hearing with the Local Planning Agency (LPA) that includes the P&Z and HRP Bords.
- Consultant will attend transmittal hearing with City Commission (FIRST READING).
- Consultant will prepare transmittal letter to the State Land Agency; upload proposed amendment to State web site, and send by email the subject amendment to all eight agencies per Florida Statutes
- Consultant will respond to the State ORC report (Objections, Recommendations and Comments)
- Consultant will attend adoption hearing with City Commission (SECOND READING).
- Consultant will prepare transmittal adoption letter to the State, upload adopted document to State website and email it to all pertaining agencies according to Florida Statutes.

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, budgets.
- This initiative will include the Community Sustainability, Electric Utility and a Water/Sewer Utility Departments

DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Carbon Neutral element within **eight months** of receiving the P.O. from the City. Processing and adoption might take **additional four months** depending on city's boards, commission schedules, and the State review issuing the ORC report.

FEE SUMMARY

CMA will provide services for a lump sum amount of **\$85,870**.

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,

CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

Attachment(s):

Exhibit A – Agreement for Professional Services – Work Authorization

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EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

Client Name: City of Lake Worth Beach
Client Contact: Mr. William Waters
Client Address: 1900 Second Avenue North; Lake Worth Beach, FL 33461
Client Phone/Fax: (561) 586-1634
Client E-mail: wwaters@lakeworthbeachfl.gov

CMA Proposal No. 024.0249 / 24-0131.P0001 task 002
Agreement Date:

FEE: Lump Sum for Professional Services is \$85,870

RETAINER: N/A

Notice to Owner: The City of Lake Worth Beach is the Client.

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of the current Continuing Services Contract. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Peter Moore/President

Print Name/Title

November 4, 2024

Date

City of Lake Worth Beach (CLIENT)

Authorized Signature

Print Name/Title

Date