

AGREEMENT FOR GENERAL PLANNING SERVICES
(Utilizing the City of Coral Gables RFQ 2024-034A)

THIS AGREEMENT FOR GENERAL PLANNING SERVICES ("Agreement") is made as of _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("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's Community Sustainability Department is in need of a CONSULTANT to provide General Planning Services on as needed basis; and,

WHEREAS, the CITY's Procurement Policy and Code authorizes the purchases of goods and services through "piggybacking" other governmental competitively procured contracts; and

WHEREAS, on March 14, 2025, the City of Coral Gables ("Coral Gables") competitively awarded the CONSULTANT a contract for General Planning Services based on the Coral Gables Request for Qualifications (RFQ#2024-034A) ("Coral Gables Contract") valid until March 13, 2028 with option to renew for two (2) additional one (1) year periods; and

WHEREAS, the CITY has requested, and the CONSULTANT (along with Coral Gables) has agreed to extend the terms and conditions of the Coral Gables Contract to the CITY; and

WHEREAS, the CITY has reviewed the unit prices from the City of Coral Gables Contract, as provided in **Exhibit "A"**, and determined that the unit prices are competitive and will result in the best value 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 mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Contract.** The City of Coral Gables Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The CITY shall have all rights and obligations of the City of Coral Gables under the Coral Gables Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the Coral Gables Contract and valid until March 13, 2028, with option to renew for two (2) additional one (1) year unless earlier terminated in accordance with the City of Coral Gables Contract terms. This Agreement may be extended by the City Manager consistent with extensions of the City of Coral Gables Contract.
3. **Fee and Ordering Mechanism.** For services to be rendered under this Agreement, the CONSULTANT shall be entitled to be paid the unit prices set forth in the City of Coral Gables Contract; provided that, the maximum amount to be paid by the CITY to the CONSULTANT under this Agreement for services rendered on as needed basis during any fiscal year shall not exceed \$75,000.00 (Seventy-Five Thousand Dollars). Subject to an approved annual appropriation by the City Commission, at the beginning of each fiscal year during the term of this Agreement (commencing October 1), the CITY will issue an annual Purchase Order under this Agreement for up to the stated maximum not to exceed amount (or such lesser amount appropriated); however, except for the maximum not to exceed amount, the terms and conditions stated in a CITY Purchase Order shall not apply to this Agreement. This Agreement does not guarantee that

the CITY will utilize the CONSULTANT in any capacity or for any services hereunder. CONSULTANT shall not exceed amounts expressed on any Purchase Order unless approved in writing by an amendment to this Agreement executed by the CONSULTANT and the CITY. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Coral Gables Contract.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement (including its exhibits);
- b. The City of Coral Gables Contract;
- c. The CITY issued Purchase Order.

5. Compensation to Consultant. CONSULTANT shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the Local Government Prompt Payment Act and normally within thirty (30) days following the CITY representative's approval. CONSULTANT waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last annual billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT. The CITY will not be liable for any invoice from the CONSULTANT submitted more than thirty (30) days after the provision of all services.

6. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. 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.
- B. Except for any obligation of the CONSULTANT to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.
- C. 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, the 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.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONSULTANT agree that this Agreement (and the other documents described herein) 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. 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.

- F. This Agreement 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 Agreement. This Agreement may be executed electronically.
 - G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
 - H. 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.
7. 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:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.
4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the 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 and 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

8. SCRUTINIZED COMPANIES.

1. 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.
2. 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, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONSULTANT, or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. 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.
5. 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.
6. 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.

9. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, the CONSULTANT shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien";
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
5. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes shall be grounds for termination of this Agreement; and,

6. Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONSULTANT may not be awarded an Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

10. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES The CONSULTANT, by signing this Agreement as set forth below, attests the COMPLIANCE WITH SECTION 787.06. By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

11. Insurance All required insurance (except Worker's Compensation) shall, at no cost to the City, name the City of Lake Worth Beach, its commissioners, officers, employees and agents, as Additional Insured.

IN WITNESS WHEREOF, the CITY and CONSULTANT hereto have made and executed this General Planning Services as of the day and year first above written.

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

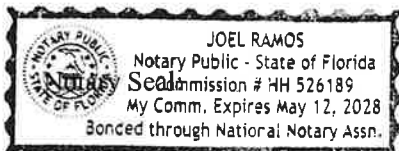
By: _____
Yannick Ngendahayo, Financial Services Director



By: _____
Print Name: Peter Moore

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 17th day of JUNE 2026, by PETER MOORE, as the CEO [title] of Chen Moore and Associates, Inc, a Corporation authorized to do business in the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Chen Moore and Associates, Inc** to the same.



Notary Public Signature

Exhibit” A”
(Unit Price Schedule from The City of Coral Gables Contract – 1 page)

**RFQ 2024-034
GENERAL PLANNING SERVICES**

**EXHIBIT B
PRICING SCHEDULE**

Upon agreement of a fee, the City will issue a written authorization to proceed to the PROFESSIONAL. In the case of an emergency, the CITY reserves the right to issue oral authorization to the PROFESSIONAL with the understanding that written confirmation will follow immediately thereafter. The CITY reserves the right to contract with the PROFESSIONAL for additional services. Any increase in the agreed upon amount shall be approved by the City and shall be in accordance with applicable CITY and State regulations.

The fees for professional services for the WORK shall be determined by one of the following methods or a combination thereof, as mutually agreed upon by the CITY and the PROFESSIONAL.

Multiplier of Direct Salary expense: The "Not to Exceed" fee may be based on the multiplier of 3.0 times the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project, such multiplied rate not to exceed \$ 325.00 dollars per hour by either principal, manager or planner or examiner.

Fixed Sum (Lump Sum): The fee for a task or Scope of Work may be fixed sum as mutually agreed upon by the CITY and the PROFESSIONAL.

Hourly Rate Fee: The CITY agrees to pay, and the PROFESSIONAL agrees to accept, for the services rendered pursuant to this agreement, fees in accordance with the following:

Discipline	Hourly Rates
Principal in Charge	\$325.00
Project Manager	\$240.00
Senior Planner	\$190.00
Planning Tech	\$125.00


Representative Authorized Signature

Peter Moore, President
Print Name and Title

Chen Moore and Associates
Name of Firm

February 10, 2025
Date