



TOWN OF LANTANA

**Town Hall
500 Greynolds Circle
Lantana, FL 33462**

**Town Council
August 10, 2026 - 6:00 p.m.**

For information regarding the procedures for public participation during a Town Council meeting, please refer to the end of this agenda.

***THIS TOWN COUNCIL MEETING CAN BE ACCESSED ONLINE FOR LISTENING PURPOSES ONLY. PLEASE SEE THE LAST PAGE FOR DETAILS.**

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Karen Lythgoe, Mayor _____
Christopher Castle, Vice Mayor _____
Jesse Rivero, Vice Mayor Pro Tem _____
Kem Mason, Councilmember _____
Mark Zeitler, Councilmember _____

LANTANA STAFF: Brian K. Raducci, ICMA-CM, Town Manager; R. Max Lohman, Town Attorney; and Maria Rios, Deputy Town Clerk

2. AGENDA APPROVAL.

- a. Additions, substitutions, deletions.
- b. Agenda Approval.

3. STAFF AND COMMITTEE REPORTS:

- a. Town Council
- b. Town Manager

4. SPECIAL PRESENTATIONS:

- a. 2026 Property Tax Legislation Update by State Representative Emily Gregory, District 87.

5. APPROVAL OF THE CONSENT AGENDA:

- a. Approval of the July 24, 2026, Town Council Workshop Series Meeting Minutes.
- b. Approval of the July 27, 2026, Regular Town Council Meeting Minutes.
- c. Consideration of a request from the GFWC Casuarina Women's Club to waive the Lantana Recreation Center rental fees for their Quarter Action Event on September 18, 2026.

6. ORDINANCES AND RESOLUTIONS:

- a. Consideration of Resolution No. R-04-2026, adopting a non-ad valorem assessment roll for Solid Waste and Recyclables Collection.
- b. Consideration of Resolution No. R-05-2026, expressing support for a Government Accountability Office (GAO) review of Federal Aviation Administration (FAA) policies, procedures, and regulatory frameworks related to airport safety, aircraft noise, community compatibility, and changed operating conditions.

7. QUASI-JUDICIAL HEARINGS:

- a. None.

8. MISCELLANEOUS:

- a. Consideration of Community Development Block Grant (CDBG) Agreements between the Town of Lantana and Palm Beach County (PBC) for FY 2026-27 funding in the combined amount of \$379,210.
- b. Consideration of entering into a Grant Agreement (Agreement) with the United States Department of Transportation (USDOT) for the FY 2025 Safe Streets for All grant program for funding in the aggregate amount of \$150,000, with \$120,000 (80%) coming from USDOT as a grant and \$30,000 (20%) coming from the Town as our match for the creation of a Comprehensive Action Plan.
- c. Consideration of CSA No. 2026-006 with Baxter & Woodman, Inc., authorizing engineering services in the amount of \$148,616.31 for the preparation of a Comprehensive Action Plan.

9. PUBLIC COMMENTS:

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

- 08/14/2026 - Firefighters Pension Board of Trustees Quarterly Meeting, 7240 7th Place North, 2nd Floor Conference Room West Palm Beach, FL 33411, 9:00 a.m.
- 08/18/2026 - Primary Election, 7:00 a.m. - 7:00 p.m.
- 08/20/2026 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 08/26/2026 - Planning Commission Meeting, Town Hall Council Chambers, 6:00 p.m.
- 09/07/2026 - Town Offices Closed in Observance of Labor Day.
- 09/08/2026 - First Public Budget Hearing, Town Hall Council Chambers, 5:30 p.m.
- 09/08/2026 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 09/11/2026 - 9/11 Ceremony, PD's Fallen Officer Memorial on Greynolds Circle, 9:00 a.m.
- 09/17/2026 - Second Public Budget Hearing, Town Hall Council Chambers, 5:30 p.m.
- 09/19/2026 - Lantana Beach Clean-Up, Lantana Beach, 8:30 a.m. - 10:00 a.m.
- 09/23/2026 - Planning Commission Meeting, Town Hall Council Chambers, 6:00 p.m.
- 09/24/2026 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.

11. COUNCIL COMMENTS:

12. ADJOURNMENT.

Listen to the Town Council Meeting: Visit <https://www.lantana.org/266/Town-Agendas> and click "View Event" next to the meeting date for the live broadcast. The link will be available when the meeting starts. The recording will be available on-demand after the meeting in the Past Events section.

PROCEDURES FOR PUBLIC PARTICIPATION

Any citizen is entitled to be heard on an official agenda item when the Town Council calls for public comment **OR** any matter not on the agenda under the “Public Comments” section. Citizens desiring to address the Town Council shall step up to the microphone at the podium, state their name and address in an audible voice for the record, and, unless the Chair grants additional time, shall limit their address to three (3) minutes. Citizens who wish to address the Council **MUST** complete a blue public comment card and present it to the Town Clerk before the item is discussed and wait for the Mayor to announce when it is their turn to speak. Likewise, if the public wishes to speak on a matter on the consent agenda, they must complete a blue card and present it to the Town Clerk before the start of the meeting.

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) working days' advance notice of any meeting, by contacting the Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4a

PREPARED BY: Maria Rios, Executive Assistant to the Town Manager

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: 2026 Property Tax Legislation Update by State Representative Emily Gregory, District 87.

ISSUE/BACKGROUND:

ATTACHMENT(S):



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5a

PREPARED BY: Maria Rios, Executive Assistant to the Town Manager

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: Approval of the July 24, 2026, Town Council Workshop Series Meeting Minutes.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

1. 07-24-2026 TC Wkshp Minutes - Draft.pdf

SAMPLE MOTION:

N/A



**TOWN OF LANTANA
Workshop Meeting Minutes
July 24, 2026**

1. ROLL CALL, SILENT PRAYER, AND PLEDGE OF ALLEGIANCE.

Mayor Lythgoe called the workshop meeting to order at 9:00 a.m. Deputy Town Clerk Maria Rios called the roll, and a quorum was established with all elected officials in attendance.

Clerk's Note: Councilmember Zeitler attended the meeting by phone.

A moment of silent prayer was observed, followed by the Pledge of Allegiance.

2. APPROVAL OF AGENDA.

MOTION: Vice Mayor Castle made a motion to approve the agenda, as submitted. Councilmember Rivero seconded the motion. Motion passed 5-0.

Mayor Lythgoe turned the meeting over to Town Manager Brian Raducci.

3. WORKSHOP SERIES MEETING - SESSION 5 RECAP:

- a.** Discussion Regarding Administrative Review AR26-0001 and Potential Options for Nonconforming Residential Boat Lifts.

Town Manager Raducci provided an update on the progress made since the previous workshop regarding the boat lift issue at 311 E Ocean Ave. He noted that staff had been directed to explore a solution within the Code, that the proposed ordinance had passed on first reading, and that second reading was scheduled for the next Town Council meeting on 07/27/2026.

4. MISCELLANEOUS:

- a.** Discussion on the Letters Received by the Town (Dated 06/30/2026).

Town Manager Raducci summarized the correspondence received by the Town dated 06/30/2026, advising that the anonymous letters contained allegations regarding the Town's financial management, operations, and legal services. He explained when the correspondence was received, distributed to Town Attorney Max Lohman and Town Council, and subsequently provided to the Town's external auditors. He also noted that the letters identified several external agencies as recipients, including the Florida Auditor General, the Florida Board of Accountancy, the Florida Department of Financial Services, among others.

Mr. Raducci stated that the allegations made in the letters were serious with no substantive evidence, merit, or proof and further advised that the Town maintains established internal controls, has consistently received clean audit opinions, and would cooperate with any inquiries from the appropriate agencies.

Town Attorney Lohman addressed the allegations contained in the correspondence and discussed the Town's legal processes, including litigation matters, code enforcement procedures, and the role and responsibilities of the Town Attorney in representing the Town. He also discussed the Town's legal fee structure and discussed litigation and code enforcement matters in response to the allegations contained in the correspondence.

Councilmembers discussed the anonymous nature of the correspondence, the importance of transparency, accountability, and ethical governance, and the respective roles and responsibilities of the Town Council, Town Manager, and Town Attorney under the Town Charter. The discussion also included the Council's oversight responsibilities, the Town Manager's authority over the Town's day-to-day operations, and the Council's ability to make inquiries of staff while avoiding interference with the administration of the Town.

Town Attorney Lohman and Town Manager Raducci responded to questions from Councilmembers regarding the correspondence, litigation matters, the Town's administrative processes, and the responsibilities established under the Town Charter.

b. Discussion Regarding Illegally Constructed Dock in South Palm Beach.

Town Attorney Lohman presented potential options for addressing the illegally constructed dock in South Palm Beach, including taking no further action, pursuing an interlocal agreement (ILA) with the Town of South Palm Beach, or initiating litigation. He discussed the implications of each option, including the legal process, complexity, costs, and enforcement considerations.

Councilmembers discussed the available options and expressed support for pursuing litigation. The discussion also included future enforcement efforts, coordination between the Police Department and Code Enforcement, and the importance of reporting unauthorized dock construction. Police Chief Sean Scheller provided information regarding marine patrol operations and confirmed that concerns reported by residents would be addressed in coordination with Code Enforcement.

By consensus, Councilmembers agreed on bringing the matter forward as a walk-on item for consideration at the next Town Council meeting on 07/27/2026.

Town Attorney Lohman, Town Manager Raducci, and Police Chief Scheller responded to questions from the Councilmembers.

- c. Discussion Regarding the Next Steps for the Lantana Beach Improvement Project.**
- d. Discussion Regarding Code Enforcement Procedures.**
- e. Discussion on the Allowed Materials and Requirements for Swale Areas.**
- f. Consideration of Code Revisions regarding Special Events on Private Property for Businesses.**
- g. Discussion on and Consideration of Criteria to be considered for Naming Rights for Town Structures, Buildings, etc.**

There was no discussion on the above agenda items, and they were deferred to a future workshop meeting.

h. Next Workshop Date.

The next workshop is scheduled for a date and time to be determined (TBD).

5. COUNCIL COMMENTS.

Councilmembers Rivero, Castle, and Mason had no comments.

Councilmember Zeitler commented on the illegally constructed dock in South Palm Beach, stating that the contractor should also be held accountable for constructing the dock in violation of applicable state law.

Mayor Lythgoe reminded the public about the upcoming Christmas in July event scheduled for 07/25/2026 at the Recreation Center and encouraged residents to participate in the ongoing School Supply Drive by purchasing tax-free school supplies and donating them at the designated collection locations throughout Town.

6. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 10:03 a.m.

ATTEST:

Mayor Karen Lythgoe

Maria Rios, Deputy Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5b

PREPARED BY: Maria Rios, Executive Assistant to the Town Manager

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: Approval of the July 27, 2026, Regular Town Council Meeting Minutes.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):

1. 07-27-2026 TC Mtg Minutes - Draft.docx

SAMPLE MOTION:

N/A



TOWN OF LANTANA
Town Council Meeting Minutes
July 27, 2026

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Mayor Karen Lythgoe called the regular Town Council meeting to order at 6:00 p.m. in the Council Chambers. Deputy Town Clerk Maria Rios called the roll and confirmed a quorum with all elected officials present.

Mayor Lythgoe then led a moment of silence, followed by the Pledge of Allegiance.

2. AGENDA APPROVAL:

- a. Additions, substitutions, deletions.
- b. Agenda Approval.

Motion: Councilmember Mason made a motion to approve the agenda as submitted. Vice Mayor Castle seconded the motion. Motion passed 5-0.

3. STAFF AND COMMITTEE REPORTS:

a. Town Council

Vice Mayor Pro Tem Rivero reported attending the Christmas in July event and the Boynton Beach Night Market. He commented that the Boynton Beach Night Market featured numerous food trucks and entertainment.

Mayor Lythgoe reported attending the Palm Beach County League of Cities monthly luncheon, the Christmas in July event, and the Boynton Night Market. She also discussed the potential for establishing a night market in Town and noted that conversations with vendors at the Christmas in July event had generated several potential leads.

Councilmembers Castle, Mason, and Zeitler had no reports.

b. Town Manager

Town Manager Brian Raducci reported that the traffic signals at Ocean Ave and Dixie Hwy had been restored following the recent outage. He thanked the Police Department for its response, provided an update on the coordination between Florida Power & Light (FPL) and Florida East Coast Railway (FEC) to complete the necessary repairs, and advised that an after-action review would be conducted with FPL.

Mr. Raducci also provided updates on the upcoming asphalt maintenance and seal coating of the 3rd St parking lot, the Police Explorer Program's successful completion of boot camp, the anticipated completion of the Maddock Park Dog Park improvements, the scheduling of the next Town Council Workshop for 08/10/2026, at 5:30 p.m., and the Town's participation in the Economic Development Luncheon. He then turned the floor over to Town Attorney Max Lohman to provide an update on the illegally constructed dock in South Palm Beach.

Town Attorney Lohman presented a request for Town Council authorization to initiate litigation against the 3560 Condominium Association and any other necessary parties to seek the removal of the illegally constructed dock located in South Palm Beach and pursue any other remedies available under applicable law.

Upon a motion by Councilmember Mason, seconded by Vice Mayor Castle, the Town Council unanimously (5-0) authorized the Town Attorney to move forward with the requested legal action regarding the illegally constructed dock in South Palm Beach.

4. SPECIAL PRESENTATIONS:

- a. Police Department Employee of the Second Quarter Award 2026.

Mayor Lythgoe introduced the above item and invited Chief Sean Scheller and Officer Vallis to the podium.

Chief Scheller presented the award to Officer Vallis. He recognized Officer Vallis for his commitment to community policing, homeless outreach efforts, and dedication to connecting individuals and families with housing, medical care, transportation, and other community resources.

Mayor Lythgoe also recognized Officer Vallis for his continued involvement in community programs, including the Library's Living Book Program and youth outreach initiatives, and commended his commitment to serving the community beyond his law enforcement duties.

5. APPROVAL OF THE CONSENT AGENDA:

- a. Approval of the July 13, 2026, Second Budget Workshop Meeting Minutes.
- b. Approval of the July 13, 2026, Regular Town Council Meeting Minutes.

Motion: Vice Mayor Castle moved to approve the consent agenda as submitted. Councilmember Mason seconded the motion. Motion passed 5-0.

6. ORDINANCES AND RESOLUTIONS:

- a. Consideration of Ordinance No. O-03-2026, by amending Chapter 17.5 – Subdivisions and Platting Regulations, to update existing platting procedures to be in compliance with State law.
Remarks: Second Reading

Mayor Lythgoe introduced the above agenda item.

Town Attorney Max Lohman read the following ordinance title into the record:

ORDINANCE NO. O-03-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 17.5 SUBDIVISIONS AND PLATTING REGULATIONS, AT ARTICLE III. APPLICATION BY REPEALING SECTIONS 17.5-7 AND 17.5-8 IN THEIR ENTIRETY; FURTHER AMENDING CHAPTER 17.5 AT ARTICLE IV. ADMINISTRATION BY REPEALING SECTIONS 17.5-10 THROUGH 17.5-13 IN THEIR ENTIRETY; FURTHER AMENDING CHAPTER 17.5 BY REPEALING ARTICLE V. – PROCEDURES, IN ITS ENTIRETY AND READOPTING AN ENTIRELY NEW ARTICLE V., AS REVISED TO COMPLY WITH STATE LAW; FURTHER AMENDING CHAPTER 17.5 BY REPEALING APPENDICES 1 THROUGH 12 AND RENUMBERING APPENDIX 13 AS APPENDIX NUMBER 1; PROVIDING THAT THE REMAINDER OF CHAPTER 17.5 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Development Services Director Nicole Dritz explained that the ordinance on second reading contained no changes from first reading and updated the Town Code to align with state requirements regarding the platting process.

There were no public comments.

There were no comments from the Councilmembers.

Motion: Vice Mayor Pro Tem Rivero moved to approve Ordinance No. O-03-2026 on second reading. Councilmember Zeitler seconded the motion. Motion passed 5-0.

- b.** Consideration of Ordinance No. O-07-2026, by amending Chapter 10.5 – Landscaping, to define artificial turf and to adopt new subsections to provide compliance with State law regarding artificial turf installations. **Remarks: Second Reading**

Mayor Lythgoe introduced the above agenda item.

Town Attorney Max Lohman read the following ordinance title into the record:

ORDINANCE NO. O-07-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 10.5, LANDSCAPING BY AMENDING SECTION 10.5-2, DEFINITIONS, TO ADD A DEFINITION OF ARTIFICIAL TURF; FURTHER AMENDING CHAPTER 10.5 BY REPEALING SUBSECTION 10.5-23(e)(1) ADOPTING NEW SUBSECTIONS (e)(1) – (e)(4) TO PROVIDE FOR COMPLIANCE WITH STATE LAW REGARDING ARTIFICIAL TURF INSTALLATIONS; PROVIDING THAT THE REMAINDER OF CHAPTER 10.5 SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Development Services Director Nicole Dritz explained that the ordinance on second reading contained no changes from first reading and updated the Town Code to align with state requirements regarding the regulation of artificial turf.

There were no public comments.

There were no comments from the Councilmembers.

Motion: Councilmember Mason moved to approve Ordinance No. O-07-2026 on second reading. Vice Mayor Pro Tem Rivero seconded the motion. Motion passed 5-0.

- c. Consideration of Ordinance No. O-08-2026, by amending Chapter 23 – Zoning, to create a new section to provide regulations for existing non-conforming residential docks in the C1 – Commercial zoning district. **Remarks: Second Reading**

Mayor Lythgoe introduced the above agenda item.

Town Attorney Max Lohman read the following ordinance title into the record:

ORDINANCE NO. O-08-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 23, ZONING, OF THE TOWN CODE OF ORDINANCES; AMENDING SECTION 23-81, GENERAL PROVISIONS, BY CREATING SECTION 23-81(o), EXISTING NONCONFORMING RESIDENTIAL DOCKS IN C1, TO PROVIDE REGULATIONS FOR EXISTING NONCONFORMING RESIDENTIAL DOCKS IN THE C1 ZONING DISTRICT; PROVIDING THAT THE REMAINDER OF CHAPTER 23 SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Development Services Director Nicole Dritz explained that the ordinance on second reading contained no changes from first reading and would allow existing nonconforming residential docks on commercially zoned properties to be maintained, repaired, reinforced, or improved while remaining in compliance with applicable regulations.

There were no public comments.

Mayor Lythgoe and Vice Mayor Castle thanked Director Nicole Dritz for preparing the ordinance and expressed his appreciation for the benefit it would provide to the affected property owners.

Councilmembers Rivero, Mason and Zeitler had no comments.

Motion: Vice Mayor Castle moved to approve Ordinance No. O-08-2026 on second reading. Councilmember Mason seconded the motion. Motion passed 5-0.

7. QUASI-JUDICIAL HEARINGS:

- a. Consideration of a Special Exception request, pursuant to Sections 23-75 and 23-96(d)(13) of the Town Code of Ordinances, to allow massage services as a primary use at the property located at 812 W Lantana Rd in the C1 – Commercial Zoning District. **Case #: SE26-0001**

Mayor Lythgoe introduced the agenda item and announced that it is subject to quasi-judicial hearing procedures.

Town Attorney Lohman swore in three (3) people.

The following disclosures were noted for the record:

- Councilmembers Rivero, Castle, Mason and Zeitler spoke with the Town Manager.
- Mayor Lythgoe spoke with the Town Manager and Chief Scheller.

Development Services Director Nicole Dritz explained that the applicant was requesting Special Exception approval to continue operating a massage establishment at 812 W Lantana Rd following a change in ownership. She noted that the property had previously received Special Exception approvals for the use and that the request was required because the prior approval was not transferable to a new owner. She further stated that no changes to the existing building or site were proposed.

David Freedman, 2601 S Bayshore Dr, Miami, FL 33133, provided a brief overview of the application. He explained that the request was solely the result of a change in ownership and business name, with no proposed changes to the existing use, building, or site, and requested the Town Council's approval of the Special Exception.

There were no public comments.

Mr. Freedman answered questions from the Councilmembers.

Mayor Lythgoe invited Chief Sean Scheller to the podium. Chief Scheller stated that there were no founded complaints associated with the subject property.

Motion: Councilmember Mason moved to approve SE26-0001, with the same conditions. Vice Mayor Castle seconded the motion. Motion passed 4-0. (Nay - Vice Mayor Pro Tem Rivero).

8. MISCELLANEOUS:

- a. None.

9. PUBLIC COMMENTS:

Harry Ehrlich, 701 Pelican Ln, Lantana, FL 33462, addressed the Town Council regarding the stop work order issued for improvements within the adjacent Town right-of-way. He explained that the access road was constructed to improve safe access to his property due to recurring flooding and acknowledged that the work was completed without prior Town authorization. He stated that an engineering study concluded the proposed improvements would result in a net reduction of floodwater and requested that the Town Council consider an easement, license, variance, or other appropriate action to allow the access road to remain.

In response to Mr. Ehrlich's comments, Mayor Lythgoe inquired whether a mutually acceptable solution could be reached. Town Manager Brian Raducci stated that staff had discussed the matter and believed a potential easement could be developed, subject to the applicant addressing the recommended drainage improvements and continued coordination with the Town's engineer.

A discussion followed among the Councilmembers regarding the request, the existing conditions at the property, and potential options for resolving the matter. Mr. Ehrlich responded to questions and comments from the Councilmembers regarding the proposed improvements and the existing site conditions.

Michael Cartassa, 301 E Atlantic Blvd, Pompano Beach, FL 33060, responded to questions from the Councilmembers regarding the proposed improvements. He explained that the proposal included additional stormwater retention areas on both sides of the proposed driveway and stated that the engineering analysis concluded the improvements would reduce stormwater levels during storm events and improve drainage conditions at the site.

Media Beverly, 1424 S Atlantic Dr, Lantana, FL 33462, expressed support for Mr. Ehrlich's request and encouraged the Town Council to work with the applicant to resolve the matter.

Robert Ferraro, 810 S Atlantic Dr, Lantana, FL 33462, expressed support for Mr. Ehrlich's request. He described recurring flooding along Pelican Ln and stated that the proposed access improvements would provide safer access to the property.

Patricia Towle, 514 S Atlantic Dr, Lantana, FL 33462, expressed support for Mr. Ehrlich's request. She commented on the improvements made to the property, discussed the use of pervious driveway materials in relation to drainage, and encouraged the Town Council to approve the request.

Kurt Marschall, 937 La Costa Way, Lantana, FL 33462, addressed the Town Council regarding concerns about the use of a single-family residence in his neighborhood. He described increased vehicle activity at the property and requested clarification regarding the Town's regulations governing single-family residential use and room rentals.

Development Services Director Nicole Dritz agreed to discuss the matter further with Mr. Marschall.

David Stewart, 319 W Palm St, Lantana, FL 33462, addressed the Town Council regarding various community concerns. He commented on the Dog Park project, Code Enforcement matters, dumpster enclosure compliance, permitting timelines, and residential occupancy concerns, and encouraged the Town Council to focus on issues affecting the community.

Jennifer Herman Feldman, 719 Pelican Ln, Lantana, FL 33462, addressed the Town Council regarding the improvements at 701 Pelican Ln. She expressed concerns about the work being completed without prior permits, the potential impact on drainage, and the permitting process. She also requested clarification regarding the engineering and drainage studies for the project.

Town Manager Raducci stated that he would contact Ms. Feldman to discuss the matter further.

George Huguely, 727 Pelican Ln, Lantana, FL 33462, addressed the Town Council regarding the improvements at 701 Pelican Ln. He expressed concerns about the loss of open green space and vegetation, the encroachment into the Town right-of-way, and encouraged the restoration of the area while maintaining access from Pelican Ln.

Lynn Tate, 806 Lagoon Ln, Lantana, FL 33462, expressed support for the improvements at 701 Pelican Ln. She discussed the flooding conditions along Pelican Ln, stated that the improvements had helped mitigate flooding, and encouraged the Town to work with the applicant to resolve the permitting issues and allow the project to move forward.

David Feldman, 719 Pelican Ln, Lantana, FL 33462, addressed the Town Council regarding the improvements at 701 Pelican Ln. He expressed concerns regarding the flooding conditions on Pelican Ln and requested that the matter be resolved through an evaluation of the property's drainage impacts.

Peter Karabas, 707 S Atlantic Dr, Lantana, FL 33462, expressed support for the improvements at 701 Pelican Ln. He discussed the recurring flooding conditions on Pelican Ln, stated that the proposed engineering plan would improve drainage, and encouraged the Town to work with the applicants to resolve the permitting issues while protecting the Town's interests.

10. FUTURE EVENTS/IMPORTANT DATES:

Mayor Lythgoe read the future events and important dates.

11. COUNCIL COMMENTS:

Councilmember Mason commented that the Town strives to treat all residents fairly and equitably. He noted that the permitting matter was proceeding through the appropriate process and stated that the Town would work toward a solution that would not adversely affect other residents.

Mayor Lythgoe reminded the public about the Library's Living Book Program. She also informed the Town Council that she had been invited to represent the Town at the Mayor's Ball benefiting the Homeless Coalition and requested consensus to donate a Town-themed raffle basket. The Town Council expressed consensus in support of the request.

Councilmembers Rivero, Castle, and Zeitler had no comments.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 7:13 p.m.

Mayor Karen Lythgoe

ATTEST:

Maria Rios, Deputy Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5c

PREPARED BY: Maria Rios, Executive Assistant to the Town Manager

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: Consideration of a request from the GFWC Casuarina Women's Club to waive the Lantana Recreation Center rental fees for their Quarter Action Event on September 18, 2026.

ISSUE/BACKGROUND:

The GFWC Casuarina Woman's Club requests a waiver of rental fees for using the Lantana Recreation Center for their Quarter Auction event on Friday, September 18, 2026, from 5:00 p.m. to 9:00 p.m.

According to the Fee Schedule in Resolution No. R-03-2026, rental fees for residents for the Recreation Center are \$25 on weekdays, \$75/hr. on weekends or holidays, and \$25 for the food prep area (kitchen) with a \$200 refundable cash security deposit upon favorable inspection after the event.

In addition to the rental fees, the rental will require a \$1,000,000 liability insurance policy that names the Town as an additional insured. Therefore, the security deposit and insurance coverage requirement will not be waived.

ATTACHMENT(S):

1. Letter.pdf
2. Special Event Application.pdf

SAMPLE MOTION:

I move to (waive)(not to waive) the rental fees for the Lantana Recreation Center for the GFWC Casuarina Woman's Club's Quarter Auction event on September 18, 2026, conditioned upon the Club providing a \$1,000,000 liability insurance policy that names the Town as an additional insured and providing security services for the event in accordance with the Town's Rental Policy.



GFWC Casuarina Women's Club , Inc
Community Service since 1966



July 28, 2026

Dear Maria,

I wanted to reach out to express our heartfelt gratitude for your ongoing support of the GFWC Casuarina Woman's Club and our mission to serve our community.

As a not-for-profit 501 C 3 organization dedicated to giving back, we have been deeply committed to various projects aimed at making a positive impact in the lives of others. From providing gift bags to the Lantana Explores for Christmas gifts to the children in our community, place mates to meals on wheels, pocket quilts to Forgotten Soldiers Outreach to be included in "we care boxes", bags to the homeless, and supporting programs like Back to School Supplies to Lantana Elementary & Lantana Middle School, our club endeavors to spread joy and support to those in need.

We are immensely proud of the work we've accomplished together and the difference we've been able to make in our community. However, as you may know, every penny we raise is crucial to sustaining and expanding our charitable initiatives.

In light of our shared commitment to community service since 1966, I kindly request your consideration in waiving all fees associated with our upcoming Quarter Auction event . Your generosity in this regard would be tremendously beneficial to our organization, enabling us to allocate more resources towards our charitable endeavors and ultimately, touch the lives of even more individuals in need. Your support means the world to us, and we deeply appreciate your understanding of our mission and the impact of your contribution.

Thank you once again for your unwavering support and consideration. We eagerly await your response and the opportunity to continue our partnership in making a positive difference in the lives of others.

Best regards,
Rosemary A. Mouring
Casuarina Woman's Club President
561-588-9546
Casuarina.wc@gmail.com

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

HOLD HARMLESS AGREEMENT

This AGREEMENT made this 28 day of July, 2026, by and between GFWC Casuarina Woman's Club, Inc (hereinafter referred to as APPLICANT,) and the Town of Lantana, Florida, (herein referred to as "TOWN".)

WHEREAS, APPLICANT affirms that all facts set forth in the application are true and correct and understands that the TOWN may impose reasonable conditions upon the permit in order to reduce adverse impacts and to protect the health, safety and welfare of all;

WHEREAS, APPLICANT further agrees to comply with the TOWN'S rules, regulations, and policies for the reasons set forth above; and the TOWN intends to approve APPLICANT'S request;

NOW THEREFORE, in consideration of the above, APPLICANT agrees to release, indemnify, and hold harmless the TOWN from any and all claims, including costs and attorney's fees incurred by the TOWN in defense of such claims, that may arise as a direct result of activities held by APPLICANT and APPLICANT'S participants during the duration of the event for which this permit is issued.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, including any addendum's attached hereto, on the date and year first written herein.

Rosemary A. Mouring
(Applicant)

Rosemary A. Mouring

Print Name

President

Title (Organization, Group, etc.)

Jennifer Sweeten
(Witness)
Jennifer Sweeten
Print Name

STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of July, 2026 by Rosemary Mouring who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

Jennifer Sweeten
Notary Public
State of Florida

Notary Public - State of Florida
Expires: April 4, 2027
Comm.: HH 378993
Jennifer Sweeten



**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

1. Will you need additional (Police or Private) security?

No

2. Are there sanitary facilities (1 toilet per 50 guests) available?

Yes

3. Are ample trash collection containers available?

Yes

4. Who will empty the trash containers and will additional collection from the Town be required?

Club members no addition

5. Will you desire any street closures or will barricades be required?

No

6. Will you or other participants require electrical power sources?

No

7. Will any type of water supply be needed?

No

8. Will there be a need for vehicles on grassed areas?

No

9. Will there be temporary structures erected such as tents or awnings?

No

10. Will off-site parking be needed? Traffic control?

No

11. Will you be requesting a "Temporary Signs" permit from the Building Dept.?

No

12. Will you request any special support or assistance from the Town?

No

13. Will you be requesting a "Civic Alcohol Permit" to sell beer and wine at the event?

No

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

PLEASE FILL IN THE FOLLOWING INFORMATION

DATE: July 28, 2026

CONTACT PERSON: Rosemary Mouring PHONE: 561-588-9546

APPLICANT: GFWC Casuarina Woman's Club, Inc

OWNER: Part of GFWC

IS THIS A NON-PROFIT ORGANIZATION? yes

PROPOSED LOCATION: to Hold a Quarter Auction

LOCATION ON PROPERTY: 418 So. Dixie Highway, Lantana

DATE OF EVENT: September 18, 2026

TIME OF EVENT: 5:00pm to 9:00 pm

DURATION OF EVENT: one day

APPROXIMATE NUMBER OF PARTICIPANTS: 100

IF EVENT IS TO OCCUR ON PRIVATE PROPERTY, ARE YOU THE OWNER? No

IF YOU ARE NOT THE PROPERTY OWNER, WRITTEN PERMISSION FROM THE OWNER MUST BE ATTACHED TO THE APPLICATION

PLEASE ANSWER THE FOLLOWING QUESTIONS:

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

Special Event _____
Temporary Permit _____
Facility Usage _____

Application Fee:	1-Day event	\$50.00
	Additional Days	\$50.00 / day

The application should be submitted with an application fee of \$50.00. Should the event be held for more than one day, an additional \$50 per day will be required for each day thereafter.

Complete Application: This Special Event Application must be completed and submitted to the Building Department fifteen (15) days prior to Plan Review Committee (PRC) meeting.

Meeting Schedule: All meetings are held in the Town Council Chambers at Town Hall, 500 Greynolds Circle. The Plan Review Committee (PRC) meets on first Wednesday of each month at 10:00am.

ADDITIONAL MEETINGS: Should the event be held on Town, State, or Federal property, the requested event will need approval of the Town Council. The Town Council meets on the 2nd and 4th Monday's of each month at 6pm in the Town Council Chambers.

THIS PAGE DOES NOT NEED TO BE SUBMITTED WITH THE APPLICATION

Please keep a copy for your records.

Vendor Application

Name _____

Company _____

Address _____

City _____ Zip _____

Contact Number _____

Email _____

Vendor Signature _____



561-596-1896

Payment 8' space \$25.00 Check # _____

Date received _____

Return this part with your payment. Thank you

Mail to: Ms. Trish Stephens

2003 Wharf Lane, Greenacres, Florida, 33463

Made out to: Casuarina Woman's Club

In memo: Quarter Auction Vendor

Contact information: Rosemary @ 561-588-9546 (not a cell phone)

GFWC Casuarina Woman's Club, Inc. Quarter Auction:

To benefit: ***Community Outreach Fund***

Date: Saturday, September 18, 2026

Time: 6:00 pm to 9:00 pm

Where: (TBA)

Cost per vendor: 8' table/space \$25.00 (Limited tables available, reserved one today with payment)

This is the most AWESOME way for local vendors to show their wares and services in a fun, casual way where everyone attending wants to buy!

So bring your networking skills, show and sell your products and let the bids begin!

All vendors need to be set-up by **5:00 p.m.**

All vendors need to stay until the last auction.

Vendors are required to bring the following:

A container for quarter collection

2 items for vendor to go up to the front to auction

Each vendor also has an option to hold a table raffle. Feel free to book parties, sell merchandise and promote your business in any way you like!

CONDITIONS FOR RENTING BOOTH SPACE:

1. We must receive your application by September 4, 2026; **Full payment is due with return of Vendor application.** Mail application form to:

Ms. Trish Stephens, 2003 Wharf Lane, Greenacres, Florida 33463

There are **no refunds.**

2. Booth space is 8 foot table \$25.00 (Limited space available, reserved one space today with payment)

3. Space is limited to 20 Vendors

4. Booths must be properly manned and maintained at all times.

5. The GFWC Casuarina Woman's Club, Inc., Assumes **no responsibility** for loss or damage to the property of exhibitors. Valuables should be put away for safe keeping.

6. This event will be held inside the (TBA)

7. Booth space and surrounding area must be left **clean of debris; don't leave anything behind.**

8. Vendors will receive timely confirmation phone, or e-mail, that your application was received and that you are accepted, Tables are available at first come first serve bases.

9. Bidding Paddles are \$2.00 each to participants (vendors will receive one complimentary paddle per table)

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

**TOWN OF LANTANA
RULES & REGULATIONS/POLICIES & PROCEDURES**

I have read and understood the following Town of Lantana Rules and Regulations for the Event Permit:

1. No alcoholic beverages allowed on/in any Town facilities at any time, except by specific approval granted by the Town Council.
2. A code of good conduct must be exhibited by all participants and enforced by APPLICANT.
3. APPLICANT is responsible for the set up and breakdown of the event. When the event is complete APPLICANT must clean up the facility/grounds, i.e. fold and stack tables and chairs, bag refuse and dispose of in dumpster, etc.
4. APPLICANT MUST provide the Town a signed hold harmless agreement and/or a certificate of comprehensive general liability insurance in the amount of \$1,000,000 listing the Town of Lantana as an additional insured. Applicants hosting an event that invites the general public to attend will be required to provide liability insurance in the amount listed above.
5. Groups who use Town property/facilities on a regularly scheduled basis (i.e. monthly meetings) MUST renew their Special Event Permit Application and provide the Town with a hold harmless agreement and/or certificate of comprehensive liability insurance in the amount of \$1,000,000 listing the Town of Lantana as an additional insured on or by January 1 of each year.
6. APPLICANT may be charged a fee for Town Personnel who may be needed to inspect, monitor and/or work the event such as a Building Official, Police Officer, or Public Works Employee.
7. The TOWN reserves the right to cancel any or all activities in part or full at any time if it is deemed in the best interest of the TOWN and the health, safety and welfare of its citizens or facilities.

Rosemary A. Mouring

APPLICANT

**TOWN OF LANTANA
SPECIAL EVENT PERMIT APPLICATION**

TOWN OF LANTANA USE ONLY

Plan Review Committee meeting date: _____

1. Approved as Submitted

2. Approved with the following conditions:

Permit Issued by: _____

Permit # _____

Fee: _____



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6a

PREPARED BY: Stephen Kaplan, Finance Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: Consideration of Resolution No. R-04-2026, adopting a non-ad valorem assessment roll for Solid Waste and Recyclables Collection.

ISSUE/BACKGROUND:

On November 26, 2012, the Town Council approved Resolution No. R-14-2012 in order to use the uniform method for collecting a non-ad valorem assessment for garbage, trash and recyclables collection and related services. Section 197.3632, *Florida Statutes*, requires a local government to adopt a non-ad valorem assessment roll at a public hearing if the non-ad valorem assessment is increased. Coastal Waste and Recycling of Florida, Inc. notified the Town of their intent to increase rates as allowed per their agreement and was discussed at the budget workshops on June 8, 2026 and July 13, 2026. This assessment provides the funding for the Town to pay for these services.

Town Council approval is sought for Resolution No. R-04-2026 which sets the amount of the annual Residential Solid Waste Collection Assessment on residents' property tax bills. These fees are for the collection portion of garbage, tree trimmings/vegetation (single-family only) and recyclables. Palm Beach County imposes a separate fee for landfills and transfer stations. The Town placed a newspaper advertisement and mailed a letter to all affected property owners on July 6, 2026, notifying them of the assessment which includes an increase over the current year. The annual Residential Solid Waste Collection Assessment is as follows:

- Solid Waste Authority's categories 1, 2, and 3 which are typically single-family parcels, mobile homes, and parcels with buildings of less than five (5) units: \$361.44 per residential equivalent unit – an increase of \$14.16 (4.1%) per unit per year (\$1.18/month). The rate for these categories was \$373.20 in FY 2021/22.
- Solid Waste Authority's category 4 which are typically parcels with greater than four (4) units per building: \$191.76 per residential equivalent unit – an increase of \$5.88 (3.2%) per unit per year (\$0.49/month). The rate for this category was \$236.16 in FY 2021/22.

Based on an estimated 6,005 units, the total revenue levied by the Town will be \$1,690,932 (this does not include discounts for early payment of taxes).

ATTACHMENT(S):

1. Resolution No. R-04-2026.docx

SAMPLE MOTION:

I move to (adopt) (deny adoption of) Resolution No. R-04-2026, approving a non-ad valorem assessment roll for Solid Waste and Recyclables Collection.

RESOLUTION NO. R-04-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA FLORIDA, ADOPTING A NON-AD VALOREM ASSESSMENT ROLL FOR SOLID WASTE AND RECYCLABLES COLLECTION AND RELATED SERVICES IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; STATING THE UNIT OF MEASUREMENT FOR THE ASSESSMENT AND THE AMOUNT OF THE ASSESSMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town of Lantana desires to use the uniform method for collecting a non-ad valorem assessment for garbage, trash and recyclables collection and related services, as provided in Section 197.3632, *Florida Statutes*; and

WHEREAS, said assessment is necessary to offset costs to the Town for these services; and

WHEREAS, the preferred method of collection of special or non-ad valorem assessments is placement of assessments on the tax bill as a non-ad valorem assessment; and

WHEREAS, the Notice of Hearing and legal advertisement to consider adoption of a non-ad valorem assessment roll, in accordance with the requirements of Section 197.3632(4), *Florida Statutes*, at a public hearing scheduled for August 10, 2026 was mailed July 6, 2026 to each person owning residential property within the town and was published in a newspaper of general circulation within the town and county on July 6, 2026; and

WHEREAS, the Town Council of the Town of Lantana has determined that the adoption of this Resolution is in the best interests of the health, safety and welfare of the residents and citizens at large.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, that:

SECTION 1: The foregoing recitals are hereby affirmed and ratified.

SECTION 2: The Town Council of the Town of Lantana, Florida has determined that non-ad valorem assessments are necessary and proper and hereby approves and adopts the following assessment roll for assessing and collecting a non-ad valorem assessment for garbage, trash, and recyclables collection and related services on all residential property within the corporate limits of the Town of Lantana, pursuant to Section 197.3632, *Florida Statutes*:

- Solid Waste Authority's categories 1, 2, and 3 which are typically single-family parcels, mobile homes, and parcels with buildings of less than five units: \$361.44 per residential equivalent unit
- Solid Waste Authority's category 4 which are typically parcels with greater than four units per building: \$191.76 per residential equivalent unit

SECTION 3: The real property subject to this non-ad valorem assessment shall include only all residential property lying within the corporate limits of the Town of Lantana, Florida and shall be assessed for each residential equivalent unit.

SECTION 4: It is the express intent of the Town Council that this non-ad valorem assessment shall commence with tax year 2026 (Fiscal Year 2026/27) and shall continue until such time as the Town Council provides notice of its intent to cease such collection method.

SECTION 5: This resolution shall become effective immediately upon its adoption.

(The remainder of this page intentionally left blank.)

PASSED AND ADOPTED THIS 10th day of August, 2026.

TOWN OF LANTANA

Mayor Karen Lythgoe

ATTEST:

(SEAL)

Maria Rios, Deputy Town Clerk

Approved as to form and legal sufficiency.

R. Max Lohman, Town Attorney



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6b

PREPARED BY: Maria Rios, Executive Assistant to the Town Manager

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: Consideration of Resolution No. R-05-2026, expressing support for a Government Accountability Office (GAO) review of Federal Aviation Administration (FAA) policies, procedures, and regulatory frameworks related to airport safety, aircraft noise, community compatibility, and changed operating conditions.

ISSUE/BACKGROUND:

As a follow-up to the presentation made by Councilor Allan Kaulbach from the City of Atlantis at the July 13, 2026 Town Council Meeting, staff recommends that the Town Council consider adopting Resolution No. R-05-2026. The proposed resolution expresses support for a Government Accountability Office (GAO) review of Federal Aviation Administration (FAA) policies, procedures, and regulatory frameworks related to airport safety, aircraft noise, community compatibility, evolving operating conditions, and emerging aviation technologies. The proposed resolution expresses the Town's support for an independent review of existing federal aviation policies and encourages Congressional consideration of such a review to evaluate whether current regulatory frameworks adequately address changing airport conditions and community impacts.

The Town Attorney has reviewed and approved the proposed resolution for legal sufficiency and therefore, staff recommends its approval.

ATTACHMENT(S):

1. Resolution No. R-05-2026.docx

SAMPLE MOTION:

I move to (approve)(disapprove) Resolution No. R-05-2026, expressing support for a Government Accountability Office (GAO) review of Federal Aviation Administration (FAA) policies, procedures, and regulatory framework.

RESOLUTION NO. R-05-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, EXPRESSING SUPPORT FOR A GOVERNMENT ACCOUNTABILITY OFFICE (GAO) REVIEW OF FEDERAL AVIATION ADMINISTRATION POLICIES, PROCEDURES, AND REGULATORY FRAMEWORKS RELATED TO AIRPORT SAFETY, AIRCRAFT NOISE, COMMUNITY COMPATIBILITY, AND CHANGED OPERATING CONDITIONS; URGING CONGRESSIONAL CONSIDERATION OF SUCH REVIEW; PROVIDING FOR DISTRIBUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Palm Beach County Park Airport (Lantana Airport – LNA) is located adjacent to the Town of Lantana and operates within a densely developed area containing residential neighborhoods, schools, healthcare facilities, parks, and other sensitive land uses; and

WHEREAS, the Town of Lantana has long advocated for policies and planning efforts that promote aviation safety, responsible airport operations, and compatibility between airport activities and surrounding communities; and

WHEREAS, the federal framework governing airport safety, airport-community compatibility, aircraft noise, and operational access has evolved over several decades and includes statutes, regulations, and policies such as the Airport Noise and Capacity Act (ANCA), 14 C.F.R. Part 150, 14 C.F.R. Part 161, grant assurances, airport design standards, and related Federal Aviation Administration (FAA) guidance; and

WHEREAS, many airports throughout the United States, including airports located within developed urban environments, now operate under conditions that differ substantially from those that existed when earlier planning assumptions, design approvals, compatibility determinations, and operational decisions were originally made; and

WHEREAS, changes in aircraft mix, operational density, flight training activity, aviation technology, surrounding land uses, and community development may alter both operational risk profiles and community impacts over time; and

WHEREAS, emerging aviation technologies, including advanced air mobility, unmanned aircraft systems, vertiports, drone ports, and related transportation infrastructure, present additional opportunities and challenges that warrant careful consideration within the broader national aviation framework; and

WHEREAS, the Town of Lantana believes that federal aviation policy should incorporate principles of continuous monitoring, reassessment, transparency, community engagement, and

adaptive risk management to ensure that airport operations remain compatible with evolving safety, operational, and community conditions; and

WHEREAS, a proposed Government Accountability Office (GAO) review would provide Congress with an independent, objective, and comprehensive assessment of whether existing FAA policies, procedures, and regulatory frameworks adequately address changing airport conditions, aviation safety considerations, aircraft noise impacts, airport-community compatibility concerns, and emerging aviation technologies; and

WHEREAS, the proposed GAO review would evaluate whether existing federal processes provide meaningful opportunities for airport sponsors, local governments, and affected communities to raise changed-condition concerns and pursue reasonable, evidence-based mitigation measures while preserving the integrity of the National Airspace System; and

WHEREAS, the Town Council finds that such an independent review would be beneficial in informing future federal policy decisions and promoting a balanced approach that protects public safety, quality of life, and the long-term sustainability of the nation's aviation infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals.

The foregoing recitals are true and correct and are hereby ratified and incorporated herein as findings of the Town Council.

SECTION 2. Support for GAO Review.

The Town Council of the Town of Lantana hereby expresses its support for a Government Accountability Office review of Federal Aviation Administration policies, procedures, and regulatory frameworks related to airport safety, aircraft noise, airport-community compatibility, evolving operating conditions, and the integration of emerging aviation technologies.

SECTION 3. Congressional Consideration.

The Town Council respectfully urges members of the United States Congress to support and request such a review in order to provide an objective assessment of whether existing federal aviation policies remain effective and responsive to current and future aviation system needs.

SECTION 4. Distribution.

The Town Manager is directed to transmit a copy of this Resolution to the members of the Palm Beach County Congressional Delegation, the Governor of the State of Florida, the Florida League of Cities, Palm Beach County, the Palm Beach County League of Cities, and such other

governmental agencies and organizations as may be appropriate.

SECTION 5. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10th day of August, 2026.

TOWN OF LANTANA

Mayor Karen Lythgoe

ATTEST:

(SEAL)

Maria Rios, Deputy Town Clerk

Approved as to form and legal sufficiency.

R. Max Lohman, Town Attorney



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 7a

PREPARED BY: Maria Rios, Executive Assistant to the Town Manager

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: None.

ISSUE/BACKGROUND:

N/A

ATTACHMENT(S):



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: Consideration of Community Development Block Grant (CDBG) Agreements between the Town of Lantana and Palm Beach County (PBC) for FY 2026-27 funding in the combined amount of \$379,210.

ISSUE/BACKGROUND:

On February 4, 2025, the Town's Public Services Department applied for funding from the PBC Department of Housing and Economic Development through their CDBG Program, which was awarded funding in the amount of \$379,210 for FY 2026-27 for improvements to the Maddock Park Dog Park. Please note that there is no required Town match. The proposed improvements to the Dog Park include, but are not limited to, installing ADA-compliant walkways in both the small and large dog park areas.

As a result of this process, staff is recommending approval of the attached CDBG Capital Improvement Agreements which have been reviewed and approved by the Town Attorney for legal sufficiency.

ATTACHMENT(S):

1. LANTANA CDBG CAPITAL AGREEMENT FY26-27.pdf

SAMPLE MOTION:

I move to (approve) (deny) entering into CDBG Program Agreements with PBC for FY 2026-27 funding in the amount of \$379,210 for improvements to the Maddock Park Dog Park and to authorize the Town Manager to execute the agreement and any amendments thereto.



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: CAPITAL IMPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)

RE: FY 2026-2027 CDBG Capital Improvement Agreement (Date issued: 7/8/26)

1. PRINT, SIGN AND RETURN: All documents MUST be Single-sided

- ☐ ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" x 11" ONLY
 - ☐ THREE (3) SIGNATURE PAGES
 - ☐ THREE (3) OF EACH CERTIFICATION (Lobbying Affidavit, Debarment Affidavit)
- NOTE:** Sign all documents with blue ink or digital signatures with date & time stamp

2. SEAL: INCLUDE SEAL ON ALL THREE (3) ORIGINAL SIGNATURE PAGES.

3. CERTIFICATE OF INSURANCE: SEE INSURANCE REQUIREMENTS FOR MUNICIPALITY AND CONTRACTOR. PROVIDE CERTIFICATE(S) AS NEEDED:

- ☐ **INSURANCE COVERAGES** must meet the insurance requirements, as outlined in the Agreement and/or required by PBC Risk Management.
- ☐ **SHOW CERTIFICATE HOLDER AS:** "Palm Beach County Board of County Commissioners", C/O Department of Housing & Economic Development, 100 Australian Ave, Ste 500, West Palm Beach, FL 33406

4. SIGNATORY LETTER: LETTER CERTIFYING THE INDIVIDUAL(S) AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF YOUR ORGANIZATION, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION.

- ☐ **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED SINGLE-SIDED: (E.G., BOARD RESOLUTION, MEETING MINUTES, BY LAW, ETC.)

5. RETURN BY 8/24/2026 TO: (DONOT STAPLE DOCUMENTS)

ATTN: TESSA WATTLEY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
100 AUSTRALIAN AVENUE, 5TH FLOOR
WEST PALM BEACH, FL 33406 TEL: 561-233-3610/ E: TWattley@pbc.gov

CDBG CAPITAL IMPROVEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
TOWN OF LANTANA

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Town of Lantana**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **500 Greynolds Circle, Lantana, FL 33462**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-26-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2026-2027** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$323,799** to the Subrecipient under the Special Area of Hope allocation and the Local Entitlement Municipality allocation of **\$55,411** under FY2026-2027 for a total CDBG allocation of **\$379,210** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
- (B) "**County**" means Palm Beach County.
- (C) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.
- (D) "**Federal Public Benefit**" means any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States, as defined in 8 USC 1611(c)
- (E) "**HED Approval**" means the written approval of the HED Director or his designee.
- (F) "**HED**" means Palm Beach County Department of Housing & Economic Development.
- (G) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (H) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

- (I) “**Program Income**” means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes “income” from revenues where “income” is more limited, and is constituted by revenues less expenses, i.e., profit.
- (J) “**Project**” means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit “A”, for which the County is providing CDBG funding.
- (K) “**Qualified Alien**” (as defined in (8 USC 1641) means an alien who, at the time the alien applies for, receives, or attempts to receive a Federal public benefit, is:
 - 1. An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act,
 - 2. An alien who is granted asylum under section 208 of such Act,
 - 3. A refugee who is admitted to the United States under section 207 of such Act [8 U.S.C. 1157],
 - 4. An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for a period of at least 1 year,
 - 5. An alien whose deportation is being withheld under section 243(h) of such Act [8 U.S.C. 1253] (as in effect immediately before the effective date of section 307 of division C of Public Law 104–208) or section 241(b)(3) of such Act [8 U.S.C. 1231(b)(3)] (as amended by section 305(a) of division C of Public Law 104–208),
 - 6. An alien who is granted conditional entry pursuant to section 203(a)(7) of such Act [8 U.S.C. 1153(a)(7)] as in effect prior to April 1, 1980,
 - 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980), or an individual who lawfully resides in the United States in accordance with a Compact of Free Association referred to in section 1612(b)(2)(G) of this title.
- (L) “**Revenues**” means funds generated by activities housed on a property assisted with CDBG funds.
- (M) “**Subrecipient**” means the **Town of Lantana**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (N) “**Unduplicated Individuals**” means an individual who is counted only once during a specific time frame, regardless of how many times that individual received a service during said time frame.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit “A”.

3. **TIME OF PERFORMANCE**

The County’s obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The activities to be undertaken by the Subrecipient shall commence on **October 1, 2026** and be completed by **December 31, 2027** (“Expiration Date”). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit “A”**.

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Capital Improvements

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 CFR 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit “A” and defined in 24 CFR 570.208(a)(1)(i).

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for funded activities as provided in Exhibit “A”. The total amount to be paid by the County hereunder shall not exceed the maximum and total authorized sum of **\$379,210**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, HED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

Reimbursements: All reimbursement requests received from the Subrecipient pursuant to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Agreement. Approved reimbursement requests will then be sent by County's representative to the County Finance Department for payment. Reimbursements will normally be paid within forty-five (45) days following the County representative's approval.

Vendor Self Service (VSS) Registration: In order to do business with the County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Subrecipient intends to use sub-consultants/subcontractors, Subrecipient shall ensure that all sub-consultants/subcontractors are registered as consultants/contractors in VSS. All subconsultant/sub-contractor agreements must include a contractual provision requiring that the sub-consultant/sub-contractor register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants/sub-contractors are registered in VSS.

6. **CONDITIONS FOR PROJECT IMPLEMENTATION**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the HED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify HED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the HED Director or designee within forty-five (45) days of said notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **ASSURANCE STATEMENT**

The Subrecipient, shall administer its grants in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. PRWORA states that non-citizens who are not Qualified Aliens are not eligible to receive any Federal Public Benefit, unless such service is specifically exempt per PRWORA.

(F) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(G) **ADDITIONAL HED, COUNTY, AND HUD REQUIREMENTS**

HED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by HED, the County, or HUD.

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement. As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other

sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low- and Moderate- Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The project funded under this Agreement must comply with CDBG Criteria for national objectives as outlined in 24 CFR 570.208. **Upon request from HED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement.

As often as HED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to HED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where HED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the

Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal

Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, HED, or the Palm Beach County Inspector General's office, as indicated herein.

Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient. **This subsection shall survive termination or expiration of this Agreement.**

15. INSURANCE BY SUBRECIPIENT

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County

Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements as may be amended. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by HED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies. In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

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.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, modify or amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Modifications to performance timelines, except for the Expiration Date, may be approved by the HED Director or his designee by written notice. All other modifications to the Agreement, including the Expiration Date, shall be accomplished by amendment to the Agreement.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Timothy J. Carey, Assistant County Attorney II
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Vanessa Holloway, Contract and Grants Administrator
Town of Lantana
500 Greynolds Circle
Lantana, FL, 33462

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

26. PERSONNEL

The Subrecipient 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 County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies With Activities in The Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, this Agreement may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements.

If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided. **Failure to comply with this subsection shall constitute a material breach of this Agreement.**

40. CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. Evaluation and Monitoring: The Subrecipient agrees that HED will carry out periodic monitoring and evaluation of activities as determined necessary by HED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be monitored by HED. **Substandard performance, as determined by HED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to HED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by HED to enable HED to evaluate progress. The Subrecipient shall provide information as requested by HED to enable HED to complete reports required by the County or HUD. The Subrecipient shall allow HED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by HED or HUD.

Upon request, HED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to HED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.
- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with HED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from HED.

41. **INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

42. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

43. PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Subrecipient hereby certifies to the County that Subrecipient does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

44. ENTIRETY OF AGREEMENT

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20____.

WITNESS:

SUBRECIPIENT:

TOWN OF LANTANA

Signature

By: _____
Brian K. Raducci, Town Manager

Name (type or print)

Signature

Name (type or print)

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown,
Deputy County Administrator

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Timothy J. Carey,
Assistant County Attorney

By: _____
Carlos R. Serrano,
Deputy Director

EXHIBIT “A”

CAPITAL IMPROVEMENT PROJECT
SCOPE OF WORK

A. PROJECT SCOPE: The scope of work for the **Maddock Park ADA Walkway Improvements**, shall include, but not be limited to the replacement of the existing mulch trail with an ADA compliant concrete walkway to provide a continuous and accessible walkway system within the dog recreation area and make accessible to other sections of the park (Project). Improvements typical of Dog Park improvement type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above Project. The scope of the herein improvements may be modified based on the availability of CDBG and/or other funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- The area in which the Improvements shall be constructed is located at **1200 W. Drew Street, Lantana, FL 33462**.

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

B. BENEFICIARIES

The project shall meet the CDBG National Objective of benefitting Low- and Moderate- Income persons as an “Area-Benefit Activity” or Low/Moderate Income Area (“LMA”), per 24 CFR 570.208(a)(1)(i), for a period of not less than five (5) years after project completion.

The project is located in a HUD-designated Low/Moderate Income Area (LMA) service area and is within a Palm Beach County CDBG Target Area. The Project therefore meets the CDBG national objective of benefiting low- and moderate-income persons on an Area Benefit basis, as defined in 24 CFR 570.208(a)(1)(i). The County shall maintain documentation supporting the service area determination and the LMI percentage, consistent with HUD guidance on Area Benefit activities.

The Subrecipient shall ensure that the Project continues to serve the identified service area/intended beneficiaries throughout the required five (5) year period and shall notify the County in writing of any changes to project scope, service area, or use that may affect the national objective determination, during the five (5) year period after the completion or termination of this Agreement.

All documentation supporting the Area Benefit qualification shall be retained by Subrecipient for HUD monitoring and audit purposes in accordance with 2 CFR 200.334 and applicable HUD retention requirements.

C. PROFESSIONAL SERVICES: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the construction of the Project. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above consultant services shall be paid for by the Subrecipient. **Note:** Eligible expenses for reimbursement under this Agreement, shall include engineering, legal advertisement, materials and/or construction costs associated with the Project, unless otherwise indicated in writing.

D. PROCUREMENT AND CONSTRUCTION

The procurement process and contract award for all goods and services shall be in compliance with the Subrecipient's Procurement Code and 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

In the event specifications for goods, services and or construction activities are required, the following shall apply:

NOTE: All construction work shall be included under one (1) contract. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for a competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals.

(1) The bid process shall not allow for any local procurement preferences with regard to contract award:

- (a) The Subrecipient's advertisement for bid shall contain language noting: (1) the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, (2) Davis-Bacon and Related Acts and wage rates apply, (3) the advertisement shall include the need for participation by Section 3 businesses, the requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).
- (b) Prior to issue of the advertisement for bid, HED may request that the Subrecipient submits to HED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

- (c) Following the bid process, the Subrecipient shall submit a copy of the final bid package to HED including any addendums, documentation regarding all protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.
- (d) Prior to the Subrecipient's first reimbursement, HED shall review the Subrecipient's bid process and contract award to determine compliance with all regulations applicable to CDBG funding and this Agreement.

(2) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that "approved equal" equipment or materials may be accepted, and
- (c) Identify the minimum requirements to establish equality.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided, so that the extent of work awarded will result in a functioning facility in the opinion of HED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract, unless otherwise approved by HED.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform HED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that HED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

E. SUBRECIPIENT SUBMISSION FOR REIMBURSEMENT

(1) **Total Reimbursement**: The County agrees to disburse a total of **\$379,210** in Grant Funds, on a reimbursement basis to the Subrecipient for all budgeted costs outlined per the Project Budget (Schedule "III") and permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, **before the Effective Date of this Agreement, nor shall Subrecipient request reimbursement for payments made after the Expiration Date of this Agreement,** and in no event shall the County provide advance funding to the Subrecipient or any contractors and/or subcontractors hereunder.

(2) **Reimbursement Requests**: The Subrecipient shall request reimbursements of funds from the County by submitting to HED proper documentation of expenditures for activities rendered toward the completion of the Scope of Work consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by HED. Each request for reimbursement submitted by the Subrecipient shall be accompanied by a letter on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document (Reference "R#") number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the authorized person making the request. Reimbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HED.

(3) **Proof of Payment**: Proof of payment for all eligible invoices shall be included with reimbursement requests sent to HED CIREIS Division for initial intake and approval, then submitted to the Palm Beach County Finance Department for payment and will be paid within **forty-five (45) days following the County representative's approval.**

(4) **Final Reimbursement**: The Subrecipient shall submit documentation for 100% of CDBG funds no later than the **"Final Reimbursement"** date as specified herein, provided that HED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that HED approves such payment.

F. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be as follows:

- | | |
|---|--------------------------|
| (1) Award Construction Contract by or before: | March 31, 2027 |
| (2) Request 50% of CDBG funds from County by: | July 15, 2027 |
| (3) Complete CDBG funded Items/Construction by: | October 31, 2027 |
| (4) Request 100% CDBG funds ("Final Reimbursement") by: | November 30, 2027 |
| (5) CDBG Capital Improvement Agreement Expiration Date: | December 31, 2027 |

(6) If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised or amended.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

G. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

H. DAVIS-BACON AND RELATED ACTS (DBRA)

The Davis-Bacon and Related Acts applies to contractor and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Davis-Bacon Act and Related Act requires that contractors and subcontractors must pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- (1) Compliance with applicable DBRA Wage Decisions(s).
- (2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
- (3) Contractor and sub-contractor debarment affidavits.
- (4) Obtaining contractor and subcontractor certified payrolls.
- (5) Review of certified payrolls and documentation related thereto.
- (6) Compliance actions for payroll related issues.
- (7) Employee/worker interviews and follow-up review of certified payrolls.
- (8) Ensure restitution due underpaid workers has been paid prior to project completion.

The Subrecipient shall certify, at the time they request a reimbursement from HED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to HED. **HED must approve release of retainage/final payment to Contractor.**

The Subrecipient shall provide to HED, certification that the project meets DBRA compliance and all workers have been paid in accordance with DBRA and all applicable federal requirements.

HED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under 'County Responsibilities', of this Agreement.

I. BUILD AMERICA BUY AMERICA ACT (BABA)

Subrecipient shall comply with the requirements of the Build America, Buy America Act (BABA), 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act, as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

- (1) all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- (2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. **Subrecipient must complete and provide all documentation related to the BABA, as provided by HED.**

J. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the department of Housing & Economic Development utilizes a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, seven (7) days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

- (1) Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
- (2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by HED, along with Federal Requirements and Wage Decision(s).
- (3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
- (4) Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- (1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- (2) The service will meet Subrecipient's requirements or expectations.
- (3) Any stored data will be accurate or reliable.
- (4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations. Errors or defects will be corrected.
- (5) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

K. INSURANCE BY SUBRECIPIENT

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Subrecipient represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Subrecipient is not self-insured, Subrecipient shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute. Should Subrecipient purchase excess liability coverage, Subrecipient agrees to include County as an Additional Insured.

Upon execution of the Agreement, the Subrecipient shall provide to HED, evidence of the following minimum insurance coverages:

- (1) **Commercial General Liability**: Subrecipient shall maintain limit of liability insurance with minimum limits of **\$1,000,000** combined single limit for property damage and bodily injury each occurrence.
- (2) **Workers' Compensation Insurance & Employer's Liability**: This coverage shall be maintained by Subrecipient, in compliance with Chapter 440, Florida Statutes, as may be amended.
- (3) **Professional Liability/Errors and Omissions**: Subrecipient shall maintain Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- (4) **Waiver of Subrogation**: Except where prohibited by law, Subrecipient hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

- (5) **Certificates of Insurance**: Upon execution of this Agreement, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Subrecipient of its liability and obligations under this Agreement.

- (6) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

Should Subrecipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Subrecipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Subrecipient's Contractor to maintain the required insurance shall be considered default of the Contract.

The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

Upon award of construction contract, the Subrecipient's Contractor shall provide to HED, evidence of the following minimum insurance coverage:

- (1) **Commercial General Liability**: Contractor shall maintain limit of liability insurance with minimum limits of **\$1,000,000** combined single limit for property damage and bodily injury each occurrence. Such policy shall be endorsed to include Subrecipient and County as Additional Insureds. Subrecipient shall also require that the Contractor includes a Waiver of Subrogation against County.

- (a) **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, **“Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured”**. A copy of the endorsement shall be provided to County upon request.
- (2) **Business Automobile Liability:** Insurance with minimum limits of **\$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase “Owned Auto” coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.
- (3) **Workers’ Compensation Insurance & Employer’s Liability:** This coverage shall be maintained in compliance with Chapter 440, Florida Statutes, as may be amended.
- (4) **Pollution Liability/Environmental Impairment Liability:** If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than **One Million Dollars (\$1,000,000) per occurrence** providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder’s acceptability of a higher self-insured retention or deductible in relationship to successful bidder’s financial condition.
- (5) **Builders Risk:** (Required if Ground-up Construction) With respect to any of the work involving the construction of real property (buildings and other improvements) during the construction project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit.

Coverage shall be written on an all-risk, replacement cost, and completed value form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$50,000, except for the peril of flood which will not exceed \$500,000, nor shall a wind percentage deductible, when applicable, exceed five percent 5% of values at risk at time of loss subject to a \$250,000 minimum.

Partial occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be begin prior to the notice to proceed and shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Subrecipient, Contractor and County mutually consent to the termination, whichever occurs first.

The Subrecipient and Contractor agree and understand the County shall not provide any Builders Risk insurance on behalf of Subrecipient, nor Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Subrecipient or Contractor. County shall be responsible for payment of any applicable deductible amounts, except to the extent the underlying loss or damage results from the fault, negligence or misconduct of Subrecipient or any of its contractors, vendors, officers, employee or agents whether or not covered by insurance, in which case Subrecipient shall be responsible for payment of the deductible amounts.

Should any of the work hereunder involve the hauling and/or rigging of property in excess of \$500,000 or \$250,000 in transit, Subrecipient's Contractor shall procure and maintain all-risk transit or motor truck cargo insurance or a similar form of coverage insuring against physical damage or loss of property being transported, stored, moved, or handled by Contractor, or any subcontractors, pursuant to the terms of this Agreement, subject to the limits, terms and conditions set forth herein.

In the event that Contractor shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Subrecipient's Contractor under this Agreement, if any, County shall have the right of injunction, or County may immediately terminate this Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Subrecipient and Contractor shall and does nevertheless indemnify, defend, protect and hold County harmless from any loss or damage incurred or suffered by County from Subrecipient or Contractor's failure to maintain such insurance, subject to Contractor's limitation on liability as set forth herein.

In the event of loss or damage, Subrecipient's Contractor shall look solely to any insurance in its favor without making any claim against the County, and Subrecipient shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and Developer, for itself and its insurers, waives all such insured claims against the County.

In the event Subrecipient relies on Contractors for any services or activities related to this Agreement prior to Conveyance, the Contractors will agree to indemnify the County, will maintain same insurance requirements with the exception of Builder's Risk insurance.

Contractor will agree to the Waiver of Subrogation and will name Palm Beach County as an additional insured as required. Certificates of Insurance will be provided to County representative, prior to commencement of work.

- (6) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

- (7) **Certificates of Insurance**: Upon execution of the construction contract, renewal, within forty-eight (48) hours of a request by Subrecipient or County, and upon expiration of any of the required coverage throughout the term of Contract, the Prime Contractor shall deliver to the Subrecipient and/or County or County's designated representative, the Contractor's signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

- (8) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

M. BONDING REQUIREMENTS: The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at [48 CFR subpart 2.1](#), which is adjusted periodically for inflation in accordance with [41 U.S.C. 1908](#), defined by HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida.

The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

- N. CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this Agreement, the Subrecipient shall withhold five percent (5%) retainage upon each progress draw, as the maximum percentage allowed by a public entity under Florida Statutes § 255.078, for public construction contracts. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to HED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment. **Subrecipient shall provide documentation to HED and receive approval for satisfaction of project requirements, prior to the Subrecipient releasing retainage/final payment to the Contractor.**
- O. REPORTS:** Upon request, the Subrecipient shall submit to HED a **Project Report** in the form provided as Schedule "I" to this Agreement, and/or any other forms as may be determined to be required by HED.
- P. USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - (a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or

(b) The requirements of paragraph (2) of this section are met.

- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property.

The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.
- (4) Upon HED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by HED.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

Q. HUD SECTION 3 REQUIREMENTS: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) and 24 CFR Part 75, as applicable to Section 3 Covered Projects as defined by HUD, in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, (excluding licensed professional services contracts) entered into after November 30, 2020.

- (1) **Section 3 Reporting Requirements:** All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (J): Required Use of the Labor Compliance Reporting System (LCRS).

- (i) **Additional Section 3 reporting requirements:** In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

- (2) **Section 3 Clause**: The Subrecipient shall include the following, referred to as the “**Section 3 Clause**”, in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

Section 3 Clause

- (i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly those who are recipients of HUD assistance for housing.

Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, demolition or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

- (ii) The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient, to the County for submittal to the Department of Housing and Urban Development.
- (iii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
- (iv) Non-compliance with HUD’s regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

- R. ENVIRONMENTAL CONDITIONS**: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until HED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to HED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform HED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to HED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

S. COUNTY RESPONSIBILITIES

- (1) Provide funding for the above-specified improvements as described in the "Project Scope" (Exhibit "A"), during the term of this Agreement, in the amount of **\$379,210**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- (2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- (3) Provide technical assistance to the Subrecipient when requested, or as determined by HED.
- (4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by HED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HED on program activities.
- (5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A" – Scope of Work, Section A. above:
 - (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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SCHEDULE "I"**PROJECT REPORT**

Reporting Period:	Month		Year	
Subrecipient/Participant:				
Project Name & Location:				
Agreement/ MOU & Date				
Revisions/ Amendments & Date				

A. Agreement/ MOU Expenditure Requirements (Cumulative)	
	\$0.00
50% benchmark	\$0.00
100% benchmark	\$0.00 <i>Total DHED Funding Amount</i>

B. Reimbursement/Disbursement/Payment/Draw Requests					
1. Enter information in the BLUE cells only. 2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement. 3. In Column D, enter the actual amount that was requested.					
A	B	C	D	E	F
Reporting Period	Cumulative Requirement per Agreement	Amount Requested per month (Projected)	Amount Requested per month (Actual)	Cumulative Reimb Request (Actual)	Funding Balance Remaining
Oct-26				0.00	★ 0.00
Nov-26				0.00	★ 0.00
Dec-26				0.00	★ 0.00
Jan-27				0.00	★ 0.00
Feb-27				0.00	★ 0.00
Mar-27				0.00	★ 0.00
Apr-27				0.00	★ 0.00
May-27				0.00	★ 0.00
Jun-27				0.00	★ 0.00
Jul-27				0.00	★ 0.00
Aug-27				0.00	★ 0.00
Sep-27				0.00	★ 0.00
Oct-27				0.00	★ 0.00
Nov-27				0.00	★ 0.00
Dec-27				0.00	★ 0.00

PROJECT REPORT (CONT'D)

C. Amounts Budgeted/ Expended to date:				
Enter all funding sources for the project including non-DHED funds.				
Funding Source	\$ Budgeted	\$ Expended	Percentage Expended	Requested for Reimbursement
DHED Funds (Specify Program)	\$0.00	\$0.00		\$0.00
Other Funds (Specify)				
Other Funds (Specify)				
Other Funds (Specify)				
Total	\$0.00	\$0.00		
D. Describe any changes in funding amounts or sources of funds.				
E. Performance Requirements				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				
Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				
F. Describe any project planning/ schedule/ design/ procurement/ construction during this reporting period.				
G. Report prepared by:				
Name:		Signature:		
Phone:				
Date:				

Send report to: Project Coordinator, CIREIS Division
Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

SCHEDULE "II"

ASBESTOS REQUIREMENTS **SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS**

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM:	Asbestos Containing Building Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
FRSA:	Florida Roofing Sheet Metal and Air Conditioning Contractors Association
HED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety and Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
RFCI:	Resilient Floor Covering Institute
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

A. For Renovation Projects (projects which will be reoccupied):

- (a) Point counting must be conducted for all regulated asbestos containing materials (RACM) indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 - 1. Assume the material is greater than 1% and treat it as RACM, or
 - 2. Require verification by point counting.
- (b) Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- (c) Joint compound shall be analyzed as a separate layer.
- (d) Roofing material shall be sampled only if a renovation requires the roof to be disturbed. (In lieu of sampling the roof, it will be presumed to contain asbestos)

B. For Demolition Projects:

- (a) Point counting should be conducted for all RACM indicating 1% - 10% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 - 1. Assume the material is greater than 1% and treat it as RACM, or
 - 2. Require verification by point counting
- (b) Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- (c) All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.
- (d) Roof materials shall be presumed to be asbestos containing.

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to HED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by HED. A copy of the completed survey will be forwarded to the Subrecipient and PBCAC.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by HED prior to the removal, (such as asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from HED. HED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by HED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the HED and the PBCAC:
 - 1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
 - 2. Pre and Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests HED to contract the asbestos abatement, HED will initiate the request through the PBCAC who will contract the asbestos abatement. HED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing less than <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation (OSHA), "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to HED and PBCAC prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to any demolition activities. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile and mastic which is not intact, asbestos containing joint compound, asbestos cement panels/pipes/shingles ("transite"), etc.

NESHAP Category I non-friable materials, such as intact resilient floor tile and mastic and intact roofing materials, may be demolished with the structure, by implementing the proper engineering controls and using a demolition contractor. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. Any exceptions to these guidelines shall be requested through and approved by HED prior to the removal (such as asbestos containing roofs, transite pipe). Exceptions may be granted by HED prior to the removal, (i.e., asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from HED and the PBCAC. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by HED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the PBC/HED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
 - 2. Pre and Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests HED to contract the asbestos abatement, HED will initiate the request through the PBCAC who will contract the asbestos abatement. HED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to HED. HED will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
 2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become “not intact.”
 3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.
- (g) If materials are discovered that are suspected asbestos materials that were not previously sampled and/or identified in the survey report, stop all renovation/demolition work that will have the potential to disturb the suspect materials and immediately notify HED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Subrecipient (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least three (3) working days prior to the removal.

For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos report to the renovation Contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP notification form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any projects scheduled to be demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP notification form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to HED. HED shall provide a copy to the PBCAC. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
 Asbestos Coordinator
 800 Clematis Street, Post Office Box 29
 West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is not all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors.
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998, or current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

SCHEDULE “III”**PROJECT BUDGET**

ORGANIZATION: Town of Lantana PROGRAM: CAPITAL IMPROVEMENTS - MADDOCK PARK ADA WALKWAY FY 2026-2027 PALM BEACH COUNTY CDBG						CONTACT NAME: Vanessa Holloway TITLE: Contract & Grants Administrator PHONE: 561-540-5766					
A. CAPITAL IMPROVEMENT PROJECT											
No.	Deliverables			Quantity	Cost	PBC CDBG Funding	% Alloc to Program	LANTANA Funding	% Alloc to Program	Other Funding	TOTAL
1	Construction				\$ 346,817.00	\$ 346,817.00	100%	\$0	0%	\$0	\$346,817
				1	\$ -	\$ -	0%	\$0	0%	\$0	\$0
					\$ -	\$ -	0%	\$0	0%	\$0	\$0
2	Engineering				\$ 32,153.00	\$ 32,153.00	100%	\$0	0%	\$0	\$32,153
	Other Funds (Legal Advertisement)			1	\$ 240.00	\$ 240.00	100%	\$0	0%	\$0	\$240
					\$ -	\$ -	0%	\$0	0%	\$0	\$0
					\$ -						
3	Contingency (%)			1	\$ -	\$ -	0%	\$0	0%	\$0	\$0
	Total Construction Cost Estimate				\$ 379,210.00						
	Sub-Total					\$379,210		\$0		\$0	\$379,210
	TOTAL PROGRAM BUDGET					\$379,210		\$0		\$0	\$379,210

EXHIBIT “B”

COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II

Subrecipient shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced, as applicable.

1. Equal Opportunity Requirements.

Contractor/subcontractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), which requires all federally assisted construction contracts, to include the Equal Opportunity Clause, implementing regulations 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” which is incorporated herein by reference.

During the performance of this Agreement, the contractor/subcontractor agrees as follows:

(a) The contractor/subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor/subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor/subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor/subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor/subcontractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor/subcontractor's legal duty to furnish information.

(d) The contractor/subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer ,advising the said labor union or workers' representatives of the contractor/subcontractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor/subcontractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor/subcontractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor/subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor/subcontractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor/subcontractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor/subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor/subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contracts in Excess of the Simplified Acquisition Threshold.

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractor/subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

3. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractor/subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractor/subcontractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient must report all suspected or reported violations to the County or Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor/subcontractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subrecipient must report all suspected or reported violations to the County.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708)

Contractor/subcontractor shall comply with the Contract Work Hours and Safety Standards Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 5 . Under [40 U.S.C. 3702](#) of the Act, each contractor/subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor/subcontractors, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor/subcontractors, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor/subcontractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act, as amended (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q.

(2) The contractor/subcontractor agrees to report each violation to County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 as amended.

(2) The contractor/subcontractor agrees to report each violation to the County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

6. Debarment and Suspension (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor/subcontractor is required to verify that none of the contractor/subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

The contractor/subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor/subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor/subcontractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

7. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors/subcontractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's/subcontractors sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

8. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), [42 U.S.C. 6962](#), as implemented at [40 CFR part 247](#) and in the performance of this Agreement, the Contractor/subcontractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor/subcontractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractor/subcontractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor/subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor/subcontractor is notified of such by a subcontractor at any tier or by any other source, the contractor/subcontractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor/subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor/subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor/subcontractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

10. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subcontractors and subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) **“Produced in the United States”** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) **“Manufactured products”** mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

11. Notice of County Reporting Requirements.

(a) **General.** The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor/subcontractor is aware of these reporting requirements, as the County may require the contractor/subcontractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor/subcontractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(c) **Applicable Reporting Requirements.** Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes,

but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor/subcontractor shall comply with any and all reporting requirements.

12. Records Requirements.

- (a) Records Retention.** Pursuant to 24 CFR § 570.502, Contractor/subcontractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in [§ 91.520 of this title](#), in which the specific activity is reported on for the final time.
- (b)** Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and
- (c)** Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor/subcontractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

- (1)** The contractor/subcontractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor/subcontractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
- (2)** The Contractor/subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor/subcontractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

- 14. False Statements.** The Contractor/subcontractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 15. No Obligation by the U.S. Government.** The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor/subcontractor, the County or any third party resulting from the performance of this Agreement.
- 16. Increasing Seat Belt Use in the United States.** County encourages the Contractor/subcontractor to adopt and enforce an on-the-job seat belt policy and program for its employees.
- 17. Reducing Text Messaging While Driving.** County encourages the Contractor/subcontractor to adopt and enforce a policy that bans text messaging while driving.
- 18. Title VI of the Civil Rights Act of 1964.** The Contractor/subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.
- 19. Affirmative Socioeconomic Steps.** If subcontracts are to be let, the Contractor/subcontractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.
- 20. Reimbursement:** under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

- 1.** This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- 2.** The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3.** This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
- 4.** The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Town of Lantana**

ADDRESS: **500 Greynolds Circle, Lantana, FL 33462**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Brian K. Raducci, Town Manager

Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, **Town of Lantana** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Brian K. Raducci, Town Manager

Date



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8b

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: Consideration of entering into a Grant Agreement (Agreement) with the United States Department of Transportation (USDOT) for the FY 2025 Safe Streets for All grant program for funding in the aggregate amount of \$150,000, with \$120,000 (80%) coming from USDOT as a grant and \$30,000 (20%) coming from the Town as our match for the creation of a Comprehensive Action Plan.

ISSUE/BACKGROUND:

On June 18, 2025, Town staff worked with our professional grant writer, Ryan Ruskay, to submit through the USDOT a grant application to create a Comprehensive Action Plan in the aggregate amount of \$150,000, with \$120,000 (80%) coming from USDOT as a grant and \$30,000 (20%) coming from the Town as our match for the creation of a Comprehensive Action Plan.

This grant will fund the development of a new Comprehensive Safety Action Plan that will serve as a comprehensive roadmap to reduce traffic-related fatalities and serious injuries in the Town by identifying risks, analyzing crash data, and prioritizing targeted safety improvements. It aims to guide future investments, policies, and infrastructure changes, while incorporating community input and equitable investment considerations to create a safer, more resilient transportation system for all users.

Funding of the \$20% match (\$30,000) will be covered through anticipated operational savings in the Public Services Department or from available reserves. Any necessary and related budget amendments will be processed through a future budget amendment. As a result of this process, staff is recommending approval of the attached Agreement which the Town Attorney has reviewed and approved for legal sufficiency. A copy of the bidder's response is on file with the Town Clerk and is available upon request.

ATTACHMENT(S):

1. 693JJ32640689_LantanaFL_SS4A25.pdf

SAMPLE MOTION:

I move to (approve) (deny) the Grant Agreement with the United States Department of Transportation, and to authorize the Town Manager to execute the Grant Agreement and any amendments thereto.

- | | | | | | | | | | | | | |
|---|--|---|----------------|-----------|------------------|----------|----------------------|-----|--------------|-----|--------|-----------|
| 1. Federal Award No.
693JJ32640689 | 2. Effective Date
See No. 15 Below | 3. Assistance Listings No.
20.939 | | | | | | | | | | |
| 4. Award To
Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

Unique Entity Id.: UL1MBGZNBG25
TIN No.: 596000359 | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590 | | | | | | | | | | | |
| 6. Period of Performance
Effective Date of Award – 27 Months | 7. Total Amount
<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Federal Share:</td> <td style="text-align: right;">\$120,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$30,000</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$150,000</td> </tr> </table> | | Federal Share: | \$120,000 | Recipient Share: | \$30,000 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$150,000 |
| Federal Share: | \$120,000 | | | | | | | | | | | |
| Recipient Share: | \$30,000 | | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | | |
| Total: | \$150,000 | | | | | | | | | | | |
| 8. Type of Agreement
Grant | 9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021) | | | | | | | | | | | |
| 10. Procurement Request No.
HSA260247PR | 11. Federal Funds Obligated
\$120,000.00 | | | | | | | | | | | |
| 12. Submit Payment Requests To
See Article 5. | | | | | | | | | | | | |
| 13. Description of the Project
Town of Lantana FL Comprehensive Action Plan | | | | | | | | | | | | |

RECIPIENT

14. Signature of Person Authorized to Sign

Signature	Date
Name: Brian K. Raducci	
Title: Town Manager	

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Agreement Officer

Signature	Date
Name: Hector R. Santamaria	
Title: Agreement Officer	

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the Town of Lantana (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Town of Lantana Comprehensive Action Plan.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All ("SS4A") Grant Program," dated January 22, 2026 which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2025." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Town of Lantana Comprehensive Action Plan

Application Date: June 26, 2025

2.2 Award Amount.

SS4A Grant Amount: \$120,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Narrative: This award is for an action plan project.

Development of a new Comprehensive Safety Action Plan that will serve as a comprehensive roadmap to reduce traffic-related fatalities and serious injuries in the Town of Lantana by identifying risks, analyzing crash data, and prioritizing targeted safety improvements. It aims to guide future investments, policies, and infrastructure changes, while incorporating community input and equitable investment considerations to create a safer, more resilient transportation system for all users.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	05/01/2028
Planned SS4A Final Report Date:	05/31/2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs	
SS4A Grant Amount:	\$120,000.00
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$30,000.00
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$150,000.00

(b) Cost Classification Table

Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4
CONTACT INFORMATION**

4.1 Recipient Contact(s).

Vanessa Holloway
Contract & Grants Administrator
Town of Lantana
500 Greynolds Circle, Lantana, FL 33462
561-540-5766
vholloway@lantana.org

4.2 Recipient Key Personnel.

Name	Title or Position
Eddie Crockett	Public Services Director

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Florida
Agreement Officer’s Representative (AOR)
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2200
Florida.FHWA@dot.gov

and

Jose J. Ortiz
Florida Division Office Lead Point of Contact
Project Delivery Team Leader
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2239
jose.j.ortiz@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Town of Lantana

Baseline Measurement Date: N/A

Baseline Report Date: N/A

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Scope: N/A

Schedule: The ending date specified in the application form (Form SF-424) was originally listed as June 26, 2031. This date has now been revised to September 26, 2027 (27 months). The difference between the application timeframe and the agreement timeframe is due to a more precise definition of the period of performance. The Comprehensive Safety Action Plan will be completed within the updated timeframe.

Budget: N/A

ATTACHMENT C
[RESERVED]

ATTACHMENT D
[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Town complies with this requirement by promoting robust job creation through the implementation of capital improvement and infrastructure projects that support both direct and indirect employment opportunities within the community. The Town and its project partners encourage the utilization of qualified contractors, subcontractors, and professional service providers that offer competitive wages, safe working conditions, and opportunities for career advancement throughout the duration of the project.

The project supports good-paying jobs directly related to construction, engineering, project management, inspection services, skilled trades, equipment operations, and ongoing maintenance activities. These positions provide employment opportunities for licensed and skilled workers in fields such as electrical, plumbing, concrete, roadway, utility, and site development services. In addition, the project generates economic activity that benefits local suppliers, material vendors, and support services within the region.

The Town supports workforce practices that comply with all applicable federal, state, and local labor laws, including protections related to employees' free and fair choice to organize and join a union. Contractors and project partners are expected to maintain fair labor standards and nondiscriminatory employment practices while fostering a safe and equitable work environment. Through these efforts, the Town demonstrates its commitment to creating quality employment opportunities and supporting long-term economic growth within the community.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
X	Not applicable. Grant does not require the purchase of information technology or operational technology.

2. Supporting Narrative.



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8c

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: August 10, 2026

AGENDA ITEM: Consideration of CSA No. 2026-006 with Baxter & Woodman, Inc., authorizing engineering services in the amount of \$148,616.31 for the preparation of a Comprehensive Action Plan.

ISSUE/BACKGROUND:

Baxter & Woodman, Inc. has prepared a scope of engineering services for the development of the Comprehensive Action Plan (Plan). The objective of this Plan is to identify opportunities for improving traffic safety and to position the Town for future grants aimed at addressing the areas of concern identified during the Plan's creation.

The total cost of CSA No. 2026-006 is \$148,616.31, which will be funded as follows:

- 80% (\$118,893.05) will come from the USDOT's Safe Streets and Roads for All Grant program; and
- 20% (\$29,723.26) will be coming from the Town as a match. The match for this project will be covered through anticipated operational savings in the Public Services Department or from available reserves. Any necessary and related budget amendments will be processed through a future budget amendment.

Based on the information above, staff recommends the approval of CSA No. 2026-006 for engineering services related to the preparation of the Plan. The CSA has been thoroughly reviewed by our staff and professional consultant.

ATTACHMENT(S):

1. 2600454.00_CSA_TrafficSafetyActionPlan_2026-04-29.pdf

SAMPLE MOTION:

I move to (approve) (deny) CSA No. 2026-006 with Baxter & Woodman, Inc., authorizing engineering services in the amount of \$148,616.31, and to authorize the Town Manager to execute the CSA and any amendments thereto.

**TOWN OF LANTANA
BAXTER & WOODMAN, INC.
CONSULTANT SERVICE AUTHORIZATION NO. 2026-006**

Town of Lantana Traffic Safety Action Plan

Date: April 29, 2026

CSA NO. 2026-006 FOR PROFESSIONAL CONSULTING SERVICES: Engineering services for the purpose to identify areas where traffic safety can be improved and to position the Town for grants to address those areas.

The Town of Lantana has entered into an engineering consulting services agreement entitled "Agreement for Professional Engineering Services" with Baxter & Woodman ("B&W") on the 12th day of March, 2001, as extended by a "First Addendum" dated February 27th, 2006, as amended by a "Second Addendum" dated November 27, 2006, as amended by a "Third Addendum" dated February 14, 2011, as amended by a "Fourth Addendum" dated January 25, 2016, as amended by a "Fifth Addendum" dated August 22, 2016, as amended by a "Sixth Addendum" dated September 9, 2019, and as amended by a "Seventh Addendum" dated March 12, 2021 and as amended by an "Eighth Addendum" dated March 22, 2022 (the "Agreement"). This B&W Services Authorization ("CSA") will be performed under the terms and conditions described in that Agreement.

Baxter & Woodman has prepared a scope of work for a Traffic Safety Action Plan at the Town of Lantana's (Town) request. The purpose of the Plan is to identify areas where traffic safety can be improved and to position the Town for grants to address those areas. There are several components to the development of a Comprehensive Safety plan that must be included. The base of the plan is built around the traditional "Three 'Es' of Traffic Safety;" Engineering, Education and Enforcement. Additionally, it is important to consider the newer "Es" of Emergency Response, Evaluation and Equity. To achieve this, public outreach and involvement will be an essential component of any plan. The final component of any successful plan will be the inclusion of an evaluation process to determine the impact alternatives have had on overall safety. While this project will develop an initial Comprehensive Traffic Safety plan, the plan is an iterative process. Not only must countermeasures and programs be evaluated, but the overall plan should also be updated periodically.

Baxter & Woodman is proposing that Jeffrey Weatherford, P.E., PTOE serve as out project manager for this project. Jeff is an experienced traffic engineer with more than 30 years of service. He has worked in both the public and private sectors. His public sector experience includes serving as the Asst. County Traffic Engineer for Pima County, AZ, the Director of Transportation and Drainage Operations and City Traffic Engineer for Houston, TX and as the Traffic Operations Manager for the City of Lakeland, FL. In these roles, he has had extensive experience in the area of traffic safety.

PRELIMINARY SCOPE OF WORK

Task 1: Project Management

This task includes the kickoff meeting, project schedule and updates, monthly progress reports and other project management tasks.

Task 2: Task Force Coordination/Meetings

A Task Force/Steering Committee is recommended for this project. Recommended members will include planners and engineers from the Town of Lantana, a representative from the Lantana Police and Fire Departments and Baxter & Woodman's Project Manager at a minimum. Other agencies to be considered should include Lantana Department of Parks and Recreation, Palm Beach County, the Florida Department of Transportation and Palm Beach Transportation Planning Agency.

Task Force/Steering Committee meetings should be scheduled on a regular basis, quarterly at a minimum or at key points throughout the project to review the data collected, the data collection and maps, input from the public outreach meetings, the alternatives analysis and the draft and final action plans.

For the purpose of this scope of work, we will assume six (6) steering committee meetings.

Task 3: Data Collection

Collect available crash data for the last 5 years for roadways within the Town of Lantana. Additionally collect available traffic count and GIS maps/data for roadways and alternative modes.

Additional traffic counts will be collected as determined by the consultant and Town staff and approved by the steering committee. Counts may include not only traffic count data, but also speed, classification and turning movement data as necessary. The costs of each traffic count will range between \$500 and \$1500 depending on the type of data collected and the duration of the count. For this scope of work, the number of additional counts to be collected shall not exceed forty (40).

Video analysis for near misses will also be collected and analyzed at a limited number of locations selected by the consultant and Town staff and approved by the steering committee. This data requires a more intensive analysis and each analysis is typically limited to a particular movement/zone rather than an intersection. If it is desirable to analyze pedestrian related near misses at each of four crosswalks and then left turning near misses at an intersection, it can result in collection and analysis for many as eight separate potential movements/zones at a single intersection. While the data is very useful, the intensity of the collection and analyses will be limited. The cost of data collection and analysis will be \$660 per zone collected. For this scope of work, the number of zones in which near miss data will be collected and analyzed shall not exceed thirty (30).

For the purposes of this scope, \$38,000 will be set aside for data collection to be billed at the subconsultant cost plus ten (10) percent as per the current contract.

Task 4: Data Analysis

Analyze the crash data creating hot spot maps for all crashes, crashes involving alternative modes (pedestrians and bicycles), and fatality and serious injury crashes. At intersections with hotspots or roadway segments with series of hotspots, crash and severity index rates will be calculated. A technical memorandum documenting the results of the analysis will be provided.

Task 5: Public Engagement

Public Engagement will be a major component of this project, and several public meetings will be required. Baxter & Woodman recommends a series of three public meetings.

The first public meeting will be a listening meeting where information is solicited on what the public perceives to be problem areas. Crash data gives indications of where events occurred but does not give indications of near misses or other potential issues that need to be addressed. These discussions may give indications of where additional data collection may be necessary. It can also yield information on where the public would like to see additional facilities.

The second public meeting will be more of a workshop/charette format where the results of the data collection are discussed. These workshops can incorporate a charette type of environment where the community can be broken into groups to discuss various types of treatments, how they can be applied and solicit input on solutions from the community.

The third public meeting will present selected alternatives and solicit the public's input.

Baxter & Woodman will work with Town staff on the implementation of a web page to provide information on the project, its progress, to aid in providing notice of public meetings and solicit input from the public.

Task 6: Alternatives Selection

Baxter & Woodman will develop a toolbox of a variety of proven engineering countermeasures that may be applied to identified hot spots. Other alternatives may include educational and enforcement activities as well as policy and process changes. The crash data coupled with input from the public meetings will be analyzed and appropriate engineering solutions will be applied. In consultation with the Steering Committee, these countermeasures along with non-engineering programs will also be considered.

Task 7: Draft Action Plan

At the conclusion of the second public meeting, the input from the public, information from the data collection task and the results of the alternatives analysis will be incorporated into a draft Traffic Safety Action Plan. Additionally, policy or process changes discussed with the Steering Committee and a plan for long-term evaluation of the program will be included. This plan will be submitted to the Town for review. If desired by the town, the draft plan can also be provided to members of the Task Force/Stakeholders Group for comment as well.

Task 8: Final Action Plan

Once comments are received from the Town, they will be incorporated into a final Traffic Safety Action Plan for distribution to the public.

Task 9: Presentation with Elected Officials or Other Governing Bodies

Working with the Town, Baxter & Woodman will prepare materials for and assist staff in the presentation of the Final Traffic Safety Action Plan to the Town of Lantana Council.

Exclusions

Additional task Force Meetings, Public Meetings, Town Council meetings or meetings with other agencies beyond those described in Tasks 2,5 and 9 are not included in this scope of work.

Additional data collection beyond the forty (40) traffic counts and thirty (30) near miss zones described in Task 3 are not included in this scope of work.

Additional data collection and meetings can be provided as an additional service through a change order.

Deliverables

Deliverables shall include:

- Project Schedule and updates,
- Meeting Minutes,
- Meeting Materials,
- Data Collection Technical Memorandum,
- Toolbox and Countermeasures Technical Memorandum,
- Draft Traffic Safety Plan, and
- Final Traffic Safety Plan

PROJECT SCHEDULE

Baxter & Woodman will meet with Town staff to develop a schedule for the project that meets the Town's needs.

EXPENSES AND FEES

The total expected fee for this project will be **\$148,616.31**. Baxter and Woodman's Internal costs (\$105,828.33) will be billed as a lump sum. Indirect expenses and subcontractor costs will be billed at cost plus an allowed markup of 10% on the subcontractors. A more detailed breakdown of costs can be found in Exhibit A.

Baxter & Woodman is excited by the opportunity to assist the Town of Lantana with this important task and looks forward to refining the scope of work and costs for this project. Please feel free to reach out to Jeff Weatherford (689-698-2304 or jweatherford@baxterwoodman.com) or me if you have questions.

Exhibit A

Project: Lantana Safe Steets For All
 Date: 4/28/2026
 Client: Town of Lantana

Baxter & Woodman Consulting Engineers
 Continuing Engineering Services Activity and Fee Schedule

		Principal		Engineer I		Sr. Engineering Tech		CADD Designer		Ttotal Hours	Total Cost
Task Description		Rate	\$183.97	Rate	\$128.22	Rate	\$122.64	Rate	\$105.53		
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
Task 1 - Project Management/Coordination											
1.1	Project Kick Off Meeting										
1.1.a	Attend Project Kick-Off Meeting	2	\$367.94	2	\$256.44	0	\$0.00	0	\$0.00	4	\$624.38
1.1.b	Prepare Kick Off Meeting Minutes	0	\$0.00	2	\$256.44	0	\$0.00	0	\$0.00	2	\$256.44
1.2	Design Project Schedule										
1.2.a	Prepare Design Schedule	3	\$551.91	0	\$0.00	0	\$0.00	0	\$0.00	3	\$551.91
1.2.b	Update Project Schedule	10	\$1,839.70	0	\$0.00	0	\$0.00	0	\$0.00	10	\$1,839.70
1.4	General Project Management	18	\$3,311.46	0	\$0.00	0	\$0.00	0	\$0.00	18	\$3,311.46
1.5	Quality Control/Quality Assurance	20	\$3,679.40	0	\$0.00	0	\$0.00	0	\$0.00	20	\$3,679.40
Total - Task 1										57	\$10,263.29
Task 2 - Task Force/Steering Committee Meetings											
2.1.a	Prepare Materials and Agendas for Meetings	12	\$2,207.64	20	\$2,564.40	0	\$0.00	12	\$1,266.36	44	\$6,038.40
2.1.b	Attend Task Force Meetings	12	\$2,207.64	12	\$1,538.64	0	\$0.00	0	\$0.00	24	\$3,746.28
2.1.c	Prepare Task Force Meeting Minutes	6	\$1,103.82	12	\$1,538.64	0	\$0.00	0	\$0.00	18	\$2,642.46
Total - Task 2										86	\$12,427.14
Task 3 - Traffic Data Collection											
3.1	Cordinating and Reviewing Data	10	\$1,839.70	24	\$3,077.28	0	\$0.00	0	\$0.00	34	\$4,916.98
3.2	Traffic Data Collection - Marr Traffic										
											\$20,000.00
											\$18,000.00
Total - Task 3										34	\$42,916.98
Task 4 - Data Analysis											
4.1	Crash Data Collection and Analysis	20	\$3,679.40	40	\$5,128.80	0	\$0.00	0	\$0.00	60	\$8,808.20
4.2	Prepare Hot Spot Maps	20	\$3,679.40	40	\$5,128.80	0	\$0.00	0	\$0.00	60	\$8,808.20
4.3	Crash Rate and Severity Indx Rate Determination	10	\$1,839.70	20	\$2,564.40	0	\$0.00	0	\$0.00	30	\$4,404.10
4.5	Near Miss Analysis	30	\$5,519.10	30	\$3,846.60	0	\$0.00	0	\$0.00	60	\$9,365.70
4.5	Prepare Technical Memorandum	10	\$1,839.70	40	\$5,128.80	0	\$0.00	0	\$0.00	50	\$6,968.50
Total - Task 4										60	\$38,354.70
Task 5 - Public Engagement											
5.1	Public Meetin 1 -Listening	3	\$551.91	3	\$384.66	0	\$0.00	0	\$0.00	6	\$936.57
5.2	Public Meeting 2- Workshop	3	\$551.91	3	\$384.66	0	\$0.00	0	\$0.00	6	\$936.57
5.3	Public Meeting 3 - - Draft Alternatives	3	\$551.91	3	\$384.66	0	\$0.00	0	\$0.00	6	\$936.57
5.4	Project Webste Assistance	6	\$1,103.82	0	\$0.00	24	\$2,943.36	0	\$0.00	30	\$4,047.18
Total - Task 5										42	\$6,856.89

Task 6 - Alternatives Selection											
6.1	Prepare Countmeasures Toolbox	8	\$1,471.76	24	\$3,077.28	0	\$0.00	0	\$0.00	32	\$4,549.04
6.2	Application of Countermeasures to Identified Locations	24	\$4,415.28	40	\$5,128.80	0	\$0.00	0	\$0.00	64	\$9,544.08
6.3	Prerparre Toolbox and Countermeasures Technical Memorandum	6	\$1,103.82	12	\$1,538.64	0	\$0.00	0	\$0.00	18	\$2,642.46
SubTotal - SubTask 5.2										114	\$16,735.58
Task 7 - DraftTraffic Safety Action Plan											
	Prepare Draft Traffic Safety Action Plan	24	\$4,415.28	40	\$5,128.80	0	\$0.00	0	\$0.00	64	\$9,544.08
Total - Task 7										64	\$9,544.08
Task 8 - Final Traffic Safety Action Plan											
	Prepare Final Traffic Safety Plan	8	\$1,471.76	16	\$2,051.52	0	\$0.00	0	\$0.00	24	\$3,523.28
Total - Task 8										24	\$3,523.28
Task 9 - Prsentation to Town Council											
5.5.a	Prepare Materials for Town Council Meeting	6	\$1,103.82	12	\$1,538.64	0	\$0.00	0	\$0.00	18	\$2,642.46
5.5.b	Attend Town Council Meeting in Support of Town Staff	3	\$551.91	0	\$0.00	0	\$0.00	0	\$0.00	3	\$551.91
Total - Task 9										21	\$3,194.37

Baxter & Woodman Labor Costs	\$105,816.31
Direct Reimburisbles (Out of Pocket)	\$38,000.00
Contract Mark Up on Subconltants (10%)	\$3,800.00
Expenses	\$1,000.00
Total Baxter & Woodman Costs	\$148,616.31
Total Hours	502

The Consultant may not commence work on any Consultant Service Authorization approved by the Town without a further written notice to proceed.

Approved by:

TOWN OF LANTANA

BAXTER & WOODMAN, INC.

Date: _____

Date: 4/29/2026

Town Manager

Jeffrey Hiscock
Jeffrey Hiscock, PE, Vice President

Attest: _____

Attest: [Signature]

Reviewed by: Town Attorney

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 29 day of April, 2026 by Jeffrey Hiscock, Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License _____ and (did/did not) take an oath.

[Signature]
Signature of person taking Acknowledgement

Lisa Alonso
Signature of Acknowledger Typed, Printed or Stamped

