



CITY OF DELRAY BEACH

OFFICE OF THE CITY MANAGER

100 N.W. 1ST AVENUE • DELRAY BEACH • FLORIDA 33444 • (561) 243-7015



City Commission Information Letter

January 26, 2024

Comprehensive Overview of Grants and Legislative Appropriations

In response to observations offered during the January 4th workshop meeting relative to long-term capital improvement program considerations (via the Citywide Bicycle Pedestrian Master Plan agenda item), I've since had follow-up discussions with leadership from the Department of Finance and the Department of Public Works concerning comprehensive grant awards and existing legislative appropriations, as well as resulting commitments for the City.

As referenced in the attached electronic mail message and accompanying matrix summary from Director of Public Works, Missie Barletto, the City is the current recipient of \$60,306,726 in grants and federal and state legislative appropriations. Matching commitments to this effect obligate our organization at \$52,215,113.

Pending projects to be implemented in the coming years likewise include collaborations involving the Florida Department of Transportation (also supporting initiatives geared towards the creation of bicycle and pedestrian friendly enhancements), as well as a variety of stormwater management and specific neighborhood improvements programs. This includes beach related enhancements, as well as the finalization of design services necessary to support work to benefit the Northwest and Southwest neighborhoods.

More information will become available via the capital improvement program portion of the Fiscal Year 2024-2025 Proposed Budget, as well as other public engagements in the coming months.

Clarification Regarding Valet Parking Administration

In response to concerns recently raised regarding valet parking operations in various areas of Downtown, several processes exist to work with businesses interested in offering this service.

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As noted in the attached electronic mail message from Director of Public Works Missie Barletto (as well as accompanying valet operator application and existing license agreement documentation), this includes opportunities for businesses in the downtown, such as restaurants; via a formal application process that is ultimately reviewed by technical staff from Public Works, Police, Development Services, Neighborhood and Community Services, and Fire Rescue. This interdepartmental function likewise ensures alleviation of potential public safety concerns prior to approval of formal license agreements.

Meanwhile, as the license agreement establishes the amount that can be charged to individual valet parking customers (currently set at \$10 for the first four hours, and another \$5 beyond that period), an opportunity for a market review for an updated rate structure will become available later this year.

Initiation of Automated Time and Attendance Operations

The Office of the City Manager, as well as leadership of the Department of Finance, the Department of Information Technology, and the Department of Human Resources, are all pleased to report that direction to initiate automated time and attendance is well underway.

As discussed during previous presentations on the subject, guidance to this effect is now possible via the integration of a time and attendance software package known as 'Dimensions'.

With implementation to begin tomorrow, the attached letter to the State of Florida Joint Legislative Auditing Committee that outlines the City's progress to address and resolve previous audit findings relative to our organization's payroll and time keeping functions, has also delivered.

Federal Legislative Considerations for 2024

As the Office of the City Manager is currently working with all departments to identify federal funding opportunities to help support various projects and capital improvements in our community, please be advised that current considerations involve an approximate total of \$2,000,000 anticipated to be awarded to the City.

As referenced in the attached electronic mail message from Assistant City Manager Jeff Oris, this includes upgrades to the water treatment system, as well as technical operations for the Delray Beach Police Department.

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Mr. Michael Willis of the City's federal lobbyist services firm, The Color Nine Group, will join us for a presentation via the February 20th regular City Commission meeting. His dialogue will include information relative to additional funding opportunities being identified by both his office and that of Congresswoman Lois Frankel.

Calendar of Meetings, Activities and Functions

Last evening, the City hosted its inaugural quarterly town hall event at the Delray Beach Municipal Golf Course Clubhouse.

Although this first program specifically offered focused relative to future Fire Rescue facilities and efforts on part of leadership to maintain Delray Beach's Insurance Services Office 1 rating, as well as growth management related policy considerations such as long-term strategies to address workforce housing in our community, residents and stakeholders in attendance also offered questions regarding traffic and involvement with both Palm Beach County and the Florida Department of Transportation, sustainable tree preservation practices, as well as several other diverse subjects. As always, we did our utmost to be responsive and attentive.

The next quarterly town hall engagement, scheduled to take place Thursday, April 25th, will focus on sustainability and resiliency, and what programs, activities, and policies are being supported and administered by the City.

Enclosures:

Electronic Mail Message from Missie Barletto – Grants Overview
Matrix Report Summary – Grants and Legislative Appropriations
Electronic Mail Message from Missie Barletto – Valet (Parking) Administration
General Application and Standard Agreement Contents for Parking License Agreement
Letter to Joint Legislative Auditing Committee – FY 21/22 Repeat Audit Finding – Payroll Processing
Electronic Mail Message from Jeff Oris – Federal Funding Update
Calendar for Business Week of January 22, 2024

CM/Documents/City Commission Information Letter 94

Terrence R. Moore

From: Barletto, Missie
Sent: Monday, January 8, 2024 5:11 PM
To: Terrence R. Moore
Subject: Grants Overview
Attachments: Public Works FY2024 Grants List 1-8-24.pdf

Good afternoon Terrence,

Following our discussion this morning concerning alternative transportation grant funding and the potential concern about the future costs associated with the Bicycle and Pedestrian Master Plan, I am sharing with you the current roster of grants that the Public Works Department is administering. In total, our City is the current recipient of \$60,306,726.50 in grants and Legislative appropriations, with a corresponding City matching requirement of \$52,215,113.50.

In the transportation arena, we have five active grant opportunities with the Palm Beach County Transportation Planning Agency administered through the Florida Department of Transportation (FDOT) that total \$20,835,282. The City's matching portion of these grants is \$14,861,169. All of these projects are geared toward creation and enhancement of bicycle and pedestrian friendly facilities, with associated roadway improvements. Additionally, in December we received notification that we have received a Federal Highway Administration (FHWA) grant award of \$240,000, with a corresponding match requirement of \$60,000 for the creation of a Delray Beach Citywide Safety Action Plan that will further support future Federal grant applications such as those we intend to pursue to complete work within the Northwest and Southwest communities.

In the area of stormwater management, we have six active grants and Legislative appropriations that will provide funding for five projects. These grants and appropriations are administered through the Florida Department of Environmental Protection (FDEP) and total \$34,682,500, with a corresponding matching requirement of \$32,745,000. Legislative appropriations for our beach programs also is administered through FDEP at a 50/50 match with \$4,548,944.50 coming from the State of Florida and an equal amount provided by the City.

Attached please find a more detailed spreadsheet of the individual grants and Legislative appropriations. As always, please don't hesitate to let me know should you have any questions.

Thanks,
Missie

Missie Barletto | Public Works Director

☎ 561-243-7000 ext. 4104 | ☎ 239-707-2371 | ✉ barlettom@mydelraybeach.com | 434 South Swinton Avenue, Delray Beach, Florida 33444



CITY OF DELRAY BEACH

Grant Number	Grant Name	GRANT AWARD	Matching Funds	Program Beginning Date	Program Ending Date	Notes
21PB2	FDEP - Beach Management Funding Assistance Program Project Title: Delray Beach Shore Protection Project State Funds via Legislative Appropriation	\$ 3,211,945.00	\$ 3,211,945.00	1/1/2019	12/31/2023	Contract Term 1/1/2019 to 12/31/2023 Agreement executed February 2021 Extension pending, draft received from FDEP
22PB1	FDEP - Beach Management Funding Assistance Program Project Title: Delray Beach Shore Protection Project State Funds via Legislative Appropriation	\$ 1,336,999.50	\$ 1,336,999.50	1/1/2019	12/31/2024	Contract Term 1/1/2019 to 12/31/2024 Agreement executed August 2021 Amendment pending, draft received from FDEP
22PLN71	FDEP - Resilient Florida Program Project Title: City of Delray Beach Adaptation Plan State Funds via Legislative Appropriation	\$ 100,000.00	\$ -	7/1/2021	6/30/2024	Contract Term 7/1/2022 to 6/30/2024 Transferred from Sustainability June 2023 Agreement executed December 2023 Need to request a time extension
22SRP60	FDEP - Resilient Florida Program Project Title: Tropic Isle Roadway and Underground Utility Improvements State Funds via Legislative Appropriation	\$ 19,800,000.00	\$ 19,800,000.00	7/1/2022	6/30/2025	Contract Term 7/1/2022 to 6/30/2025 Agreement executed January 2023 Proposed amendment received from FDEP on 12/18/23 Sent to City Attorney's Office for review on 1/3/24
LPA0276	FDEP - Water and Springs Restoration Program Project Title: City-Wide Tidal Backflow Prevention WaStop Inline Check Valve Installation State Funds via Legislative Appropriation	\$ 445,000.00	\$ 445,000.00	10/11/2022	3/31/2025	Contract Term 10/11/2022 to 3/31/2025 Agreement executed October 2022
LPA0277	FDEP - Water and Springs Restoration Program Project Title: Thomas Street Stormwater Pump Station Improvement State Funds via Legislative Appropriation	\$ 1,837,500.00	\$ -	10/19/2022	12/31/2025	Contract Term 10/19/2022 to 12/31/2025 Agreement executed October 2022
23FRP42	FDEP - Resilient Florida Program Project Title: Marine Way Drainage Improvements Federal Funds via Resilient Florida Program	\$ 10,000,000.00	\$ 10,000,000.00	10/2/2023	9/30/2026	Contract Term 10/2/2023 to 9/30/2026 Agreement executed October 2023
23FRP134	FDEP - Resilient Florida Program Project Title: Thomas Street Pump Station Improvement Federal Funds via Resilient Florida Program	\$ 2,500,000.00	\$ 2,500,000.00	10/2/2023	9/30/2026	Contract Term 10/2/2023 to 9/30/2026 Agreement executed October 2023
G1K33	FDOT - Local Agency Grant Program Project Title: Lowson Boulevard/SW 10th Street from Dover Road to US-1/SE 5th Avenue Federal Project No. 436896-1-58-01	\$ 5,913,775.00	\$ 232,662.00	3/10/2020	6/30/2024	Contract Term 3/10/2020 to 6/30/2022 Extension granted by FDOT to 6/30/2024
G2I13	FDOT - Local Agency Grant Program Project Title: Lindell Blvd. from Linton Blvd. to Federal Hwy/US 1 Federal Project No. 441533-1-58-01	\$ 4,616,235.00	\$ 5,341,598.00	5/2/2023	6/30/2025	Contract Term 5/2/2023 to 6/30/2025 Agreement executed May 2023
G2L44	FDOT - Local Agency Grant Program Project Title: Barwick Road from Atlantic Ave. to Lake Ida Rd. Federal Project No. 441532-1-58-01	\$ 3,927,561.00	\$ 3,836,815.00	6/6/2023	6/30/2025	Contract Term 6/6/2023 to 6/30/2025 Agreement executed June 2023
TBD	FDOT - Local Agency Grant Program Project Title: Germantown Rd from Old Germantown Rd to Congress Ave Federal Project No. 444377-1-58-01	\$ 4,706,455.00	\$ 3,364,921.00	TBD	TBD	Executed LAP Agreement anticipated March 2024 Anticipated Contract Term is 4/1/2024 to 6/30/2026
TBD	FDOT - Local Agency Grant Program Project Title: Brant Bridge connector from Lindell Blvd to Brant Bridge Federal Project No. 441586-1-58-01	\$ 1,671,256.00	\$ 2,085,173.00	TBD	TBD	Executed LAP Agreement anticipated March 2025 Anticipated Contract Term is 4/1/2025 to 6/30/2027
TBD	FHWA - Safe Streets and Roads for All Project Title: Delray Beach Citywide Safety Action Plan Federal Funding	\$ 240,000.00	\$ 60,000.00	TBD	TBD	Notification of award received 12/13/2023 Draft grant agreement and invitation to a FHWA-sponsored webinar for grant recipients are forthcoming
		\$ 60,306,726.50	\$ 52,215,113.50			

L1802	FDEP - Recreation Development Assistance Program Project Title: Atlantic Dunes Park Phase 1 State Funding	\$ 300,000.00	\$ -	7/1/2018	12/31/2023	Contract Term 7/1/2018 to 12/31/2019 Agreement executed December 2018 Extension granted by FDEP to 12/31/2023 Full reimbursement received as of November 2023
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Terrence R. Moore

From: Barletto, Missie
Sent: Wednesday, January 24, 2024 5:21 PM
To: Terrence R. Moore
Subject: Valet Administration
Attachments: Valet Operator Application.pdf; Blank License Agreement Valet.pdf; Valet Code Of Conduct.pdf

Good afternoon Terrence,

Please find attached a copy of the application for a downtown business to operate a valet stand adjacent to their business, as well as a blank copy of the associated license agreement and the code of conduct for valet stand operators. The City of Delray Beach enters into a license agreement for the use of public parking spaces as a valet queue in the downtown area with businesses located in the downtown district and not with individual valet stand operators. Valet queues are allowed to operate between the hours of 5 p.m. and 2 a.m. year round. Licensees are charged \$178.23 per parking space each month, which is increased 3 percent annually. Valet parking fees are set forth in the license agreement and shall not exceed \$10, with an additional extended state fee in the amount of \$5 which may be assessed to vehicles parking longer than four hours west of the Intracoastal Waterway. The increase of these valet fees has not been addressed in many years and staff will bring this issue forward to Commission for discussion when the current license agreements are considered for renewal in the fall.

When a new business makes an application for a valet license, it is required to provide maps of the spaces that are being requested, as well as the traffic patterns for the movement of vehicles in and out of the valet queues to the areas of private parking that are leased for the purpose of parking cars by the valet operator. Agreements with the owners of the private parking lots must be provided to the City at the time of application to ensure that these cars will be parked in private parking and will not take up any available public parking spaces. These applications are then reviewed by an interdepartmental team consisting of Police, Fire Rescue, Development Services and Neighborhood and Community Services to ensure that all public safety and traffic management concerns are addressed. Once approved, a license agreement is developed with the downtown business owner and is brought to both the Parking Management Advisory Board and the Downtown Development Authority Board prior to moving forward for Commission for approval.

Please let me know should you have any additional questions or concerns.

Thanks,
Missie

Missie Barletto | Public Works Director

☎ 561-243-7000 ext. 4104 | ☎ 239-707-2371 | ✉ barlettom@mydelraybeach.com | 434 South Swinton Avenue, Delray Beach, Florida 33444



CITY OF DELRAY BEACH



City of Delray Beach Valet Operator Application

PARK Delray Beach
95 NE 1st Ave, Delray Beach, FL 33444
Phone: (561)265-2100

Business Name: _____

Business Address: _____

Contact Name: _____ Phone #: _____

Email address: _____

Requested Service Start Date: _____

Valet Operator: _____

Valet Operator Contact Name & Phone #: _____

Requested # of Spaces: _____

Days / Time of Operation: _____

Vehicle Storage Address: _____

Please give a brief summary of the business operation and the intended use of valet parkers:

Attach the following documents with the Valet Operator Application:

- City of Delray Beach business tax receipt
- W-9
- A map outlining the valet queue and storage of vehicles.
- Property owner agreements for vehicle storage
- Valet Operator COI

Business Owner/Manager Signature: _____

Date: _____

Agreement contingent upon City approval.

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (“The Agreement”) is made this ____ day of _____, 20____ by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (the “**CITY**”), and (Business Name,) _____, a Florida corporation (“**LICENSEE**”).

WITNESSETH:

WHEREAS, it has been determined that valet parking in commercial areas can reduce issues caused by vehicular traffic; and

WHEREAS, valet parking also increases the number of available parking spaces in the City; and

WHEREAS, providing a process for obtaining a valet parking license enables the City to allow commercial businesses to have valet parking, while being able to monitor its usage; and

WHEREAS, **LICENSEE** has requested permission to use a certain number of public parking spaces along the west side of SE 2nd Avenue south of Atlantic Avenue for valet parking queues; and

WHEREAS, in order to use the parking spaces, the **CITY** requires that **LICENSEE** enter into this non-exclusive License Agreement; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them into this Agreement.
2. **Valet Parking Queues.** The **CITY** agrees to allow **LICENSEE** the non-exclusive use of (Number of Spaces and location) _____ to create a valet parking queue in order to provide valet parking services to the public. The valet parking queue must be open every day between the hours of 5:00 PM and 2:00 AM, twelve (12) months a year. **LICENSEE** acknowledges that the valet parking queues may be relocated or unavailable for use during certain special events from time to time (as determined in the **CITY**'s sole

discretion), and during these special events, the license may not be valid. The valet queue locations may from time to time be relocated by the **CITY** in its sole discretion after providing thirty (30) days written notice to **LICENSEE**. The **LICENSEE** shall not restrict the use of the valet parking queue to only persons who are using the **LICENSEE**'s business. The valet parking queue must be open to anyone wanting to use the valet parking service offered by **LICENSEE**.

3. **Parking Locations.** **LICENSEE** will ensure that, its employees and/or any valet operator hired by the **LICENSEE** will park cars in private parking lot leased to the **LICENSEE** for that purpose. **LICENSEE** will ensure that its employees, and/or any valet operator hired by **LICENSEE** will not park any cars in on-street or off-street parking spaces owned and/or maintained by the **CITY**. Upon execution of this License Agreement and at the **CITY**'s request, **LICENSEE** must provide the **CITY** with a copy of **LICENSEE**'S lease agreement(s), naming the **LICENSEE** as the lessor for use of a private parking lot(s) containing sufficient capacity as determined by **CITY** and complying with the City's requirements for parking lots as described in the City's Land Development Regulations. If the lease changes, the **LICENSEE** must provide the **CITY** with a copy of the new lease agreement within thirty (30) days). Failure to comply with this section will be a basis for termination of this License Agreement.

4. **Staffing.** **LICENSEE** agrees that the valet parking queues shall be staffed by a minimum of two (2) people, with one (1) person dedicated to oversee the queue to ensure that the valet service is operated in a manner that will not result in illegal parking in the queue or stacking and/or blocking of the travel ways of any alleyway, public street, or parking lot. Upon execution of this License Agreement, **LICENSEE** must provide the **CITY** with a copy of its agreement with the valet operator (if any), and a copy of the valet operator's current insurance certificate as set forth in Exhibit "A".

5. **Payment.** **LICENSEE** agrees to pay the **CITY** One Hundred Sixty-Eight and 00/100 Dollars (\$178.23) per space by the tenth (10th) day of each month. This fee shall be increased by three percent (3%) annually. A late fee of five percent (5%) shall be charged after this date. If more than one License Agreement is issued for this valet parking queue, the fee shall be shared proportionately. Only one (1) valet operator will be permitted to operate the queue. **LICENSEE** shall pay one (1) month's fee in advance of beginning operation of the valet parking

queue as a security deposit. This deposit is due when the signed agreement is submitted to the CITY and shall be held by the CITY in a non-interest-bearing account and shall be returned within thirty (30) days of written request subsequent to termination of this License Agreement, provided that LICENSEE is not in arrears at the time of termination. Only one (1) security deposit per LICENSEE shall be required.

6. **Maximum Parking Fee Permitted.** Valet parking fees for the first four (4) hours shall not exceed Ten Dollars (\$10.00). An additional extended stay fee in the amount of five dollars (\$5) maybe assessed to all vehicles parked in excess of four (4) hours west of the Intracoastal Waterway. Valet prices must be prominently displayed on the valet stand and on the associated signage as described in Section 7 of this Agreement. LICENSEE may provide a discounted valet parking rate upon proof of customer receipt from LICENSEE'S restaurant or though the validation program in Section 9 of this Agreement ("Validation discount"). Extended stay fees are excluded from validation discounts. Customer valet tickets must be time stamped upon arrival to qualify for validation discount.

7. **Signage.** The CITY agrees to place signs at the valet parking queue that display the valet parking times and days of service as well as valet prices. LICENSEE may use additional signs to advertise the valet service. All valet stands and signage must display the words "OPEN TO THE PUBLIC" in lettering no less than three inches (3") in height on valet stands and two inches (2") in height on all other signage. All lettering must be of similar color and font as the lettering on associated signs. All signage must comply with the City's Sign Code as described in the Land Development Regulations and is subject to the approval of the City Manager or his/her designee. Sandwich board signs may not be used to advertise the valet service.

8. **Valet Equipment.** The LICENSEE may install a moveable, temporary, valet desk for the storage of keys on the sidewalk during the hours of valet service so long as the desk does not impede the pedestrian flow. All uniforms of the personnel operating the valet service must display "VALET" across the back, in no less than two inch (2") block lettering, and the name of the LICENSEE on the front, left, upper torso. Corporate logos are permitted. Shirts should have collars and be light in color for optimal visibility after dark.

9. **Validation Programs.** LICENSEE shall provide a validation program with

neighboring businesses interested in validating parking for customers in any of the following ways:

a) **Donation of Spaces.** A neighboring business may provide, by lease or otherwise, the private parking spaces as required in Section 3 of this Agreement. The costs to insure the private spaces provided shall be the responsibility of the business that is providing the private parking spaces.

b) **Financial Donation.** Neighboring businesses may contribute towards the total costs associated with this License Agreement, including the requirement of the private parking lot(s), in exchange for validation of their customer's vehicles by the **LICENSEE**. In no case shall their contribution exceed the total cost of the valet parking queue and the private parking lot. For example, if a neighboring business contributes to the costs associated with this License Agreement, the neighboring business will contribute no greater than fifty percent (50%) of the total. If two neighboring businesses contribute to the costs associated with this License Agreement, the neighboring business will each contribute no greater than thirty-three percent (33%) of the total.

c) **Coupon Program.** **LICENSEE** may offer the sale of coupons to neighboring businesses who want to provide validated parking to customers.

10. **Term.** The term of this Agreement shall end on September 30, 2024. If the **LICENSEE** has an account in arrears and/or is unable to provide proof of valid parking lot lease(s) and/or insurance, the license may be suspended until required payment and/or documentation is received by the **CITY**.

11. **Revocable License.** This Agreement is only a non-exclusive License Agreement and may be revoked by the **CITY** at any time with or without cause by providing written notice via U.S. Mail, certified, return receipt requested, to **LICENSEE**. The revocation shall be effective when mailed. **LICENSEE** may cancel the agreement by providing written notice of cancellation no less than thirty (30) days prior to cancellation.

12. **Compliance with Laws.** **LICENSEE** agrees to comply with and adhere to all state laws and local ordinances regarding parking either now existing or as amended from time to time.

13. **ADA Compliant Parking.** **LICENSEE** acknowledges that handicapped parking spaces in leased private parking lots are subject to statutory regulation and may only be used for

parking vehicles that have a valid ADA-compliant license plate or hanging placard issued by any state. Direct access to the valet parking space must be provided for vehicles unable to be operated by valet attendants or for customers who need a safe area to unload passengers with disabilities. Regular valet parking fees apply.

14. **Notice.** Notices required to be provided pursuant to this Agreement shall be sent to the following addresses:

To CITY: City of Delray Beach
 100 N.W. 1st Avenue
 Delray Beach, Florida 33444
 Attention: City Manager

To LICENSEE: _____

15. **Insurance.** LICENSEE agrees to provide the CITY with insurance for the valet service in the amounts and under the conditions prescribed in Exhibit “A” which shall at all times remain current. The City of Delray Beach shall be named an additional insured and certificate holder.

16. **Indemnification.** In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the CITY from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this License Agreement for any personal injury, loss of life and/or damage to property sustained in or about the parking spaces/queues by reason of or resulting from the use and occupancy of the parking spaces/queues by LICENSEE, its officers, agents, employees, sub-licensees, invitees, and/or members of the public generally. LICENSEE shall further protect, defend, indemnify and hold harmless the CITY from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim, suit or action for personal injury, loss of life, and/or damage to property by LICENSEE its officers, employees, or sub-licensees. In the event the CITY shall be made a party to any litigation commenced against

LICENSEE or by **LICENSEE** against any third party, then the **LICENSEE** shall protect, defend, indemnify and hold the **CITY** harmless and pay all costs and attorney's fees incurred by the **CITY** in connection with such litigation, and any appeals thereof.

17. **Third Parties.** Nothing in this License Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this License Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns, nor is anything in this License Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this License Agreement, nor shall any provision thereof give any third person any right of subrogation or action over or against any party to this Agreement.

18. **Violations.** **LICENSEE** shall at all times comply with the terms and provisions of the License Agreement. The following conduct is a violation of this License Agreement and shall subject the **LICENSEE** to the penalties described in Section 19 of this Agreement.

- a) Parking cars in either on-street or off-street public parking spaces;
- b) Parking cars in the designated parking queues;
- c) Double-parking unattended vehicles in the valet parking queue area;
- d) Expanding the designated parking queue;
- e) Inappropriate behavior of the valet operators which shall include, but not be limited to:
 - i. Any instance of the use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of any physical or mental disability, regardless of whether it is directed at a customer, passerby or another employee.
 - ii. Any instance of belligerent or malicious behavior toward a customer, passerby, or another employee.
 - iii. Striking, hitting, kicking, spitting at or on customers, employees, visitors, guests or passersby.
 - iv. Littering in landscape nodes adjacent to queuing areas, associated parking lots, or any **CITY** property.

- v. Eating in the presence of customers, or in customer vehicles, whether on or off duty.
- vi. Smoking in the presence of customers, in customer vehicles, or within twenty-five (25) feet of customer waiting areas.
- vii. Willful failure to assist customers.
- viii. Willful destruction or damage to any **CITY** property.
- ix. Violation of uniform dress standards and/or wearing inappropriate attire (for example, provocative clothing, beach apparel, or visible undergarments).
- x. Reckless or unsafe driving including failure to stop at train crossings, rolling through stop signs, speeding, or other violations of Florida State Traffic laws.

f) Any conduct that the **CITY** believes, in its sole discretion, would jeopardize the health, welfare, and safety of **CITY** residents and visitors.

19. **Penalties and Enforcement.** The City Manager or his/her designee(s) shall enforce the provisions of this License Agreement, including the location, times, days of the valet service, parking limitations and requirements, conduct of operators, and compliance with all applicable laws and ordinances.

a) A **LICENSEE** who violates or allows a violation of any provision of this License Agreement shall be subject to the following penalties:

- First violation of each offense: Warning
- Second violation of each offense: \$200
- Third violation of each offense: \$500
- Fourth violation of each offense: Termination of License

b) A code or law enforcement officer who finds a violation of this License Agreement may issue a notice of violation that states the nature of the violation, the date, and the time of the violation, and the procedure to follow in order to pay the penalty or contest the notice. A copy of the notice shall be sent to the City Manager. Failure to make payment or contest the notice within thirty (30) days of receipt of the notice shall result in termination of the Agreement.

c) The **LICENSEE** may appeal the violation to the City Manager or his or her designee.

d) The accumulation of violations shall be limited to each contract year and will start anew on October 1st each year.

e) **LICENSEE** acknowledges that, notwithstanding the foregoing, the **CITY**, in its sole discretion, may remove or prevent a valet attendant from providing service at any and all City of Delray Beach valet parking queues at any time as determined by the City Manager or his/her designee. The use of an off-duty police officer at the valet parking queue may be required as determined by the City Manager.

20. **Taxes.** **LICENSEE** shall pay and comply with all laws regarding taxes, levies, assessments, fees, and charges, including, but not limited to, gross receipts, taxes, use taxes, property taxes, and sales taxes that may be imposed.

21. **Assignment.** This Agreement shall not be transferred or assigned without the express written consent of the **CITY**, no less than thirty (30) days prior to such transfer or assignment, which the **CITY** may withhold granting in its sole discretion.

22. **Further Assurances.** The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things that may be convenient or necessary to more effectively and completely carry out the intent of this License Agreement.

23. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

24. **Public Records.** **IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

Licensee shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Licensee agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by City.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to City all records in possession of the Licensee at the termination of the Agreement and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City. All records shall be transferred to the City prior to final payment being made to the Licensee.
- e) If Licensee does not comply with this section, City shall enforce the provisions in accordance with this Revocable License Agreement and may unilaterally cancel this agreement in accordance with state law.

25. **Inspector General.** LICENSEE is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from LICENSEE and its sub licensees and lower tier sub licensees. LICENSEE understands and agrees that in addition to all other remedies and consequences provided by law, the failure of LICENSEE, or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination.

26. **Force Majeure.** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

27. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect except by a further agreement in writing duly executed by each of the parties hereto.

28. **Entire Agreement.** This Agreement shall constitute the entire agreement of the

parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

29. **Applicable Law, Venue, and Attorney's Fees.** This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officials on the day and year first above written.

CITY OF DELRAY BEACH, FLORIDA

ATTEST:

_____, City Clerk

By: _____, Mayor

Approved as to form:

_____, City Attorney

LICENSEE:

(CORPORATE SEAL)

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known _____ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

EXHIBIT "A"

INSURANCE REQUIREMENTS

1. Workers' Compensation per the Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
2. Garage Liability Insurance of at least \$1,000,000 combined single limits per occurrence to protect the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products,/completed operations.
3. Garage Keepers Insurance with limits of no less than \$60,000 per auto, with an annual aggregate of \$500,000.
4. Automobile Liability of at least \$300,000 combined single limits per occurrence for owned/non-owned/hired automobiles connected with the business.
5. The City of Delray Beach and **PRIVATE LOT OWNERS** must be named as additional insureds on the liability policies; and they must be stated on the certificate.
6. Thirty (30) days written cancellation notice required.
7. Best's guide rating B+, VIII or better, latest edition.



VALET OPERATIONAL STANDARDS

Signage

The CITY agrees to place signs at the valet parking queue that display the valet parking times and days of service as well as valet prices. LICENSEE may use additional signs to advertise the valet service. All valet stands and signage must display the words "OPEN TO THE PUBLIC" in lettering no less than three inches (3") in height on valet stands and two inches (2") in height on all other signage. All lettering must be of similar color and font as the lettering on associated signs. All signage must comply with the City's Sign Code as described in the Land Development Regulations and is subject to the approval of the City Manager or his/her designee. Sandwich board signs may not be used to advertise the valet service.

Installation of signage is conducted within 7 business days of valet operational start date.

Code of Conduct

Compliance with Laws. LICENSEE agrees to comply with and adhere to all state laws and local ordinances regarding parking either now existing or as amended from time to time.

Violations. LICENSEE shall at all times comply with the terms and provisions of the License Agreement. The following conduct is a violation of this License Agreement and shall subject the LICENSEE to the penalties described in Section 19 of this Agreement.

- a) Parking cars in either on-street or off-street public parking spaces;
- b) Parking cars in the designated parking queues;
- c) Double-parking unattended vehicles in the valet parking queue area;
- d) Expanding the designated parking queue;
- e) Inappropriate behavior of the valet operators which shall include, but not be limited to:
 - i. Any instance of the use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of any physical or mental disability, regardless of whether it is directed at a customer, passerby or another employee.
 - ii. Any instance of belligerent or malicious behavior toward a customer, passerby, or another employee.
 - iii. Striking, hitting, kicking, spitting at or on customers, employees, visitors, guests or passersby.
 - iv. Littering in landscape nodes adjacent to queuing areas, associated parking lots, or any CITY property.
 - v. Eating in the presence of customers, or in customer vehicles, whether on or off duty.
 - vi. Smoking in the presence of customers, in customer vehicles, or within twenty-five (25) feet of customer waiting areas.
 - vii. Willful failure to assist customers.
 - viii. Willful destruction or damage to any CITY property.
 - ix. Violation of uniform dress standards and/or wearing inappropriate attire (for example, provocative clothing, beach apparel, or visible undergarments).
 - x. Reckless or unsafe driving including failure to stop at train crossings, rolling through stop signs, speeding, or other violations of Florida State Traffic laws.

All valet employees shall be dressed uniformly and, on their shirt, shall be printed the valet operator's name and phone number and the employee's name or assigned employee number.

The customer claim ticket shall identify the valet operator, correspondence address, and a telephone number for questions and complaints. The print size of the foregoing shall be at least equal to the largest size font used for any other information displayed on the ticket.

All parking attendants must have had a minimum of eight hours of training provided by the valet operator concerning driving practices, insurance liability, professional communication skills, professional attire, and other related subjects in order to perform their duties as a professional in charge of a vehicle; and

The city may request that an attendant be removed from duty, where the city, in its sole discretion, determines that the attendant failed to comply with the professional standards.

f) Any conduct that the CITY believes, in its sole discretion, would jeopardize the health, welfare, and safety of CITY residents and visitors.

ADA Compliant Parking. LICENSEE acknowledges that handicapped parking spaces in leased private parking lots are subject to statutory regulation and may only be used for parking vehicles that have a valid ADA-compliant license plate or hanging placard issued by any state. Direct access to the valet parking space must be provided for vehicles unable to be operated by valet attendants or for customers who need a safe area to unload passengers with disabilities. Regular valet parking fees apply.



CITY OF DELRAY BEACH

OFFICE OF THE CITY MANAGER

100 N.W. 1ST AVENUE • DELRAY BEACH • FLORIDA 33444 • (561) 243-7015



Transmitted Via U.S. Mail and E-Mail (jlac@leg.state.fl.us)

January 26, 2024

The Honorable Michael Caruso, Chair
Senator Jason Pizzo, Vice Chair
Joint Legislative Auditing Committee
111 West Madison Street, Room 876 - Claude Pepper Bldg.
Tallahassee, Florida 32399-1400

Re: FY 21/22 Repeat Audit Finding-Payroll Processing

Dear Representative Caruso and Senator Pizzo:

The City of Delray Beach (City) is in receipt of your letter dated January 24, 2024, regarding your request to provide a written response from the City as to the status of our corrective action plan relative to an audit finding that was reported in the FY 2021-22 audit report and in the two preceding Annual Comprehensive Financial Reports. Specifically, the finding pertains to internal controls over payroll processing.

The City has begun to implement many of the items that were noted in our corrective action plan, notably:

- (1) On August 16, 2022, the City Commission approved an agreement with Kronos, Incorporated for time and attendance solutions and services for effective workforce management. The City has created a core project team consisting of selected department directors and other subject matter experts to offer input for this very important project.

- (2) City staff has been working diligently to implement the Dimensions online time and attendance software, which is designed to simplify the collection and accounting of employee's actual time worked and time taken for leave. The new online time and attendance software will allow employees and supervisors the capability to enter and take action on employee time worked and leave time requested.

- (3) The projected go-live date for Phase 1, which consists primarily of

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administrative non-shift personnel of seven departments, is scheduled for January 27, 2024. All employees in Phase 1 will be responsible for reporting time worked and leave taken electronically in Dimensions.

- (4) Phase II, which consists primarily of employees utilizing time clocks, will begin in February 2024. It is our hope to fully integrate this phase with the City's enterprise resource planning system very soon.

With implementation of the new time and attendance system, the City will not only have improved its efficiency in operations, but will also have greatly strengthened its internal controls over payroll processing.

As always, we appreciate the opportunity to strengthen procedures and controls. Should you have any additional questions, please feel free to contact me by calling (561) 243-7015.

Meanwhile, please take care and stay well.

Sincerely,



Terrence Moore, ICMA-CM
City Manager

*Cc: Mayor and City Commission Members
Lynn Gelin, Esq., City Attorney
Hugh Dunkley, CPA, CPFO, CGFO, Chief Financial Officer
Moises Ariza, CPA, CGMA, Partner, Marcum LLP
Kathryn DuBose, Coordinator - Joint Legislative Auditing Committee*

Terrence R. Moore

From: Oris, Jeff
Sent: Thursday, January 25, 2024 1:43 AM
To: Terrence R. Moore
Subject: Federal Funding Update

Mr. Moore;

I recently had the opportunity to discuss federal funding issues with our D.C. lobbyist, Michael Willis of The Color Nine Group. Mr. Willis indicated that two Congressional Community Funding Project requests, submitted on behalf of the City of Delray Beach by Congresswoman Lois Frankel, are contained within the FY 2023-24 funding bills on which the U.S. Congress has yet to take action. These requests are as follows:

\$963,000 for Delray Beach Equipment and Technology Upgrades (for the Police Department's Real Time Crime Center project)

\$959,757 for City of Delray Beach's Water System Improvements

Originally, we were hopeful that the spending measures containing the above funding would be approved in January 2024, however, current conditions with the U.S. Congress indicates the approval will come after February 2024.

Mr. Willis has also been working closely with Congresswoman Frankel and the Army Corps of Engineers to facilitate a future request for several million dollars in funding for water projects in the City (this funding could be utilized for water, wastewater, or stormwater projects) as well as funding for a stormwater planning initiative.

We have arranged for Mr. Willis to provide an in-person update, with more details on these items, to the City Commission at their February 20, 2024 regular meeting. Mr. Willis will also be able to answer any questions the City Commission may have about these items or other Federal Government-related issues or concerns at the meeting.

Please let me know if you have any additional concerns or questions regarding this matter.

Jeff Oris, CEcD
Assistant City Manager
City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
561-243-7144 – office
561-696-4114 - mobile
orisj@mydelraybeach.com



www.DelrayBeachFL.gov - Facebook: [@CityofDelrayBeach](https://www.facebook.com/CityofDelrayBeach) - Instagram: [@CityofDelrayBeachFL](https://www.instagram.com/CityofDelrayBeachFL) - Twitter: [@CityDelrayBeach](https://twitter.com/CityDelrayBeach) - YouTube: [@CityofDelrayBeach](https://www.youtube.com/CityofDelrayBeach)

January 22, 2024 - January 28, 2024

January 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

Monday, January 22

- 7:30am - 8:30am Begin CIL (CM Office) ↻
- 9:00am - 9:30am Missie Barletto Bi-Weekly Meeting (Office of the City Manager) - Vega, Brenda ↻
- 10:00am - 11:00am Mayor mtg w/CM Moore Re: Agenda & Updates (City Manager's Office) - Rangel, Delores ↻
- 11:00am - 11:40am Meeting to Review West Atlantic Sketch Options (CRA Office, 22 N. Swinton Avenue, Delray Beach, FL 33444) -
- 2:00pm - 3:00pm FCCMA Awards and Scholarships Committee (Microsoft Teams Meeting) - Carol Russell ↻
- 2:00pm - 2:30pm Duane D'Andrea Bi-Weekly Meeting (CM's Office) ↻
- 3:30pm - 4:30pm Meet and Greet at the Pines of Delray North (Pines of Delray North Association Inc (1431 NW 18th Ave, Delray
- 6:00pm - 7:00pm South Central Regional Wastewater Treatment and Disposal Board Quarter Annual Board Meeting (1801 North

Tuesday, January 23

- 12:00am S. Metott - Out →
- 8:00am - 9:00am Compile Executive Leadership Team Meeting Agenda (CM Office) - Terrence R. Moore
- 9:00am - 9:30am Hassan Hadjimiry Bi-Weekly Meeting (CM's Office) - Vega, Brenda ↻
- 9:00am - 9:30am Hassan Hadjimiry Bi-Weekly Meeting (CM Office) ↻
- 10:00am - 10:30am Preliminary Dialogue for January 24, 2024 Executive Leadership Team Meeting (CM Office) - Terrence R. Moore
- 10:30am - 11:00am Bal Harbour Shops Pop UP (CM Office) - Terrence R. Moore
- 11:00am - 12:00pm Compile Information Letter Report - Process Regarding Anticipated Federal Legislative Outcomes (CM Office) -
- 2:00pm - 3:00pm Compile Information Letter Report - Grants
- 4:00pm - 6:00pm Delray Beach CRA: Regular Board Meeting (City

Wednesday, January 24

- ← S. Metott - Out →
- 7:30am - 8:30am Kiwanis Club of Delray (Delray Beach Golf Club (2200 Highland Ave, Delray Beach, FL 33445)) ↻
- 7:30am - 8:30am Kiwanis Club of Delray Beach (Delray Beach Golf Club (2200 Highland Ave, Delray Beach, FL 33445)) ↻
- 9:00am - 11:00am Executive Leadership Team Meeting (Conference Room - City Hall 1st Floor) - Terrence R. Moore
- 9:00am - 10:00am Agenda Review Meeting (February 6th CC Meeting) (Conference Room - City Hall 1st Floor) - Conference Room -
- 11:00am - 11:30am Kent Edwards Bi-Weekly Meeting (CM's Office)
- 11:30am - 1:00pm HOLD - PBC League of Cities General
- 11:45am - 1:15pm State of the City Luncheon and Delray Chamber
- 3:00pm - 3:30pm Hugh Dunkley Bi-Weekly Meeting (CM's Office) -
- 3:30pm - 4:00pm Thomas Street Pump Station (CM Office) -
- 4:00pm - 5:00pm Compile Information Letter Report -

Thursday, January 25

- ← S. Metott - Out →
- 12:00am P. Cadeaux - Out →
- 9:00am - 9:30am Discussion Regarding Financial Model with Enterprise Fleet Division (CM Conference) - Terrence R. Moore
- 9:30am - 10:00am Constituent Introduction (CM Office) - Terrence R. Moore
- 10:30am - 11:30am Compile Information Letter Report - Initial Go Live for Time and Attendance Dimensions Implementation (TITLE) (CM Office) - Terrence R. Moore
- 2:00pm - 3:00pm Commissioner Long mtg w/CM Moore Re: Updates & Agenda (City Manager's Office) - Rangel, Delores ↻
- 3:00pm - 4:30pm Various (Various) ↻
- 5:00pm - 6:30pm Town Hall Meeting (Golf Course)

Friday, January 26

- ← 12:00am S. Metott - Out
- ← 12:00am P. Cadeaux - Out
- 7:30am - 9:00am Finalize CIL (CM Office) ↻
- 9:00am - 9:30am Anthea Gianniotis Bi-Weekly Meeting (City Manager's Office) - Vega, Brenda ↻
- 11:00am - 1:30pm PBCCMA (Monthly) Meeting - Village of Tequesta/Jupiter (TBD) - Vega, Brenda ↻
- 2:00pm - 3:30pm Employees Birthday Month Celebration (Conference Room - 1st floor)
- 2:00pm - 2:30pm Atlantic Grove Townhome Association, Inc. Drainage Concerns (CM Office) - Terrence R. Moore
- 2:30pm - 3:00pm 2:30 pm - DEPARTMENT STAFF MONTHLY MEETING (CM CONFERENCE ROOM) - Oris, Jeff ↻

Saturday, January 27

- 8:00am - 10:00am Delray Beach Senior Games - Track and Field (400 Meters) (Atlantic High School Outdoor Track)
- 10:00am - 11:00am Delray Beach Tennis Center (Hard Court #1) ↻
- 11:00am - 12:30pm Police Volleyball Tournament (Park/AIA)
- 11:30am - 1:30pm Various, CIL Notes, etc. (CM Office) ↻

Sunday, January 28