

RESOLUTION 11-02-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACT WITH STRATEGIC DEVELOPMENT INITIATIVES, INC. FOR PROFESSIONAL PUBLIC-PRIVATE (P3) CONSULTING SERVICES PERTAINING TO THE REDEVELOPMENT OF THE LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town solicited proposals from qualified firms to assist it in the renovation and construction of improvements at the Lake Park Harbor Marina (Marina) by engaging in a public-private partnership pursuant to § 255.065, Fla. Stat.; and

WHEREAS, the Town selected the Consultant to assist the Town in its pursuit of the public-private partnership to renovate, upgrade, and construct improvements at the Marina; and

WHEREAS, in accordance with the Contract, the Consultant is responsible for insuring that the Town is in full compliance with its responsibilities for the development of a qualifying project and in accordance with the provisions of § 255.065, Fla. Stat.; and

WHEREAS, the Town Commission approved the Contract, which includes therein a specific Scope of Services; and

WHEREAS, § 1.7 of the Contract provides that any adjustments to the Contract, and hence the Scope of Services shall be the subject of a written amendment to the Contract; and

WHEREAS, the Consultant has determined that it is necessary to amend § 1.3 of the Contract, including Tasks 1-7 of the original Scope of Services included therein to ensure that it is in compliance with the requirement of § 255.065, Fla. Stat.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the 1st amendment to the contract between the Town and Strategic Development Initiatives, Inc.

Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Flaherty, who moved its adoption. The motion was seconded by Commissioner Linden, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 11-02-21 duly passed and adopted this 17 day of February, 2021.

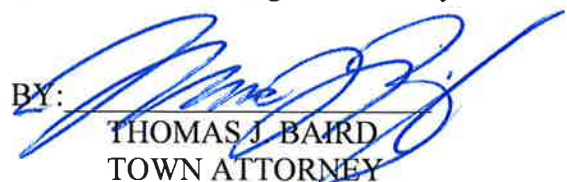
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**FIRST AMENDMENT TO CONTRACT
FOR PROFESSIONAL CONSULTING SERVICES**

THIS FIRST AMENDMENT TO THE CONTRACT for professional consulting services (the Contract), is made this 17 day of February, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida (“the Town”) and Strategic Development Initiatives, Inc., a State of Florida Corporation, FEID Number 65032003 (“the CONSULTANT”).

WHEREAS, the Town is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town solicited proposals from qualified firms or individuals to assist it in the renovation and construction of improvements at the Lake Park Harbor Marina (Marina) by engaging in a public-private partnership pursuant to § 255.065, Fla. Stat.; and

WHEREAS, the Town selected the Consultant to assist the Town in its pursuit of the public-private partnership to renovate, upgrade, and construct improvements at the Marina; and

WHEREAS, in accordance with the Contract, the Consultant is responsible for insuring that the Town is in full compliance with its responsibilities for the development of a qualifying project and in accordance with the provisions of § 255.065, Fla. Stat.; and

WHEREAS, the Town Commission approved the Contract, which included a specific Scope of Services; and

WHEREAS, § 1.7 of the Contract provides that any adjustments to the Contract, including, the Scope of Services shall be the subject of a written amendment to the Contract.

WHEREAS, the Consultant has determined that it is necessary to amend § 1.3 of the Contract, which incorporated as Exhibit 1 to the Contract, a specific Scope of Services; and

WHEREAS, the original Scope of Services included tasks that the Consultant was to perform, including tasks to ensure that the Town is in compliance with the requirements of § 255.065, Fla. Stat.

NOW THEREFORE, the parties agree to amend the Contract by replacing the original Exhibit 1 which was attached to and incorporated into § 1.3 of the Contract with a new Exhibit 1, entitled “Scope of Services and Performance” as set forth below:

TASK 1. Site Analysis (30-day process) – Compensation \$30,000

The Consultant shall present all written report with findings and recommendations (the Report) as they apply to an unsolicited Qualifying Project or projects to the Town Manager, and thereafter to the Mayor and Commission during meetings pursuant to § 255.065 (15), Fla. Stat. As part of its Report, the Consultant shall present any recommendations pertaining to a. through d. of Task 1 and in context with the Consultant’s responsibilities delineated in Task 4,

6, and 7 of the amended Scope of Services as they relate to an actual project or projects. All information addressed in the Report as it pertains to Task 1 shall be presented in a comparative Matrix Analysis Format.

- a. Perform due diligence on the subject site, including, but not limited to an evaluation of the suitability of the existing future land use designations and zoning districts of the properties (hereinafter, collectively "the Property") which are the subject of the development and/or redevelopment of the Project (understanding that the amendments for the parking lot areas were recently adopted and are likely fully suitable). To the extent the Project may require ~~the~~ amendments to the existing land use designation or zoning district, the Consultant shall make such recommendations to accomplish the same.
- b. Analysis of the obligations of the Town pursuant to its Interlocal Agreement with Palm Beach County, as amended. To the extent necessary make recommendations to any further amendments which may be necessary to facilitate the re-development of the Marina through a Qualifying Project.
- c. Review and analyze the opinion of title pertaining to the Marina Deeds, including specifically the deed restrictions which provide that the marina parcels shall revert to the state unless used for recreation or open space purposes. To the extent necessary, engage the appropriate state agency staff to identify what agreements and/or other amendments would be necessary to develop the Marina parcels which are subject to deed restrictions, for uses other than open space and recreation.
- d. Review all other property development restrictions or regulations which present a preexisting barrier of development and work with the Town to fully resolve any preexisting barriers to development.
- e. Research financial options prior to the creation of a comprehensive agreement with a private entity to ensure the solicitation package is not only viable, but enticing to a potential development partner.

Task 2. Preparation of initial draft Request for Proposals (RFP) (45 days) - Compensation \$30,000

- a. Consultant shall prepare a draft RFP for the review of the Town Manager and Town Attorney that is in compliance with the procurement procedures of § 266.065(3), Fla. Stat. and the Town's procurement procedures.
- b. The draft RFP shall present a consistent representation of materials and narratives that follow and are tangent to the re-development of the Marina. The draft RFP shall be submitted to the Town, for review and comment.
- c. The approved RFP requesting proposals from private entities shall be published in accordance with the provisions of § 255.065(3), Fla. Stat.

- d. If the Town receives any unsolicited proposals prior to publishing the RFP, and the Town Commission elects to enter into a comprehensive agreement for a project described in an unsolicited proposal, the consultant shall be responsible for ensuring compliance with § 255.065(3), Fla. Stat.

Task 3: Market and Coordinate P3 Meetings with Interested Developers (30-45 day process) - Compensation \$30,000

- a. Market the opportunity to develop the Town's parking lot and Marina properties as a Qualifying Project as defined in §255.065(1)(i), Fla. Stat. As part of the marketing, inform developers on criteria and required documentation for P3 meeting discussions.
- b. At the Commission direction, the Consultant may cease marketing upon the receipt of an Unsolicited proposal as per § 255.065(3) or upon the issuance of the RFP.
- c. At the end of 45 days, the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S.

TASK 4: Unsolicited Proposals

(60-day process) Compensation each 30 days at \$30,000 for 2 months for a total of \$60,000.

- a) SDI shall review any unsolicited proposals submitted to the Town prior to the issuance of the RFP and shall determine whether the unsolicited proposal complies with the statutory project approval requirements for a qualified project set forth in § 255.065(4)
- b) SDI shall prepare and present a determination of these finding during a properly advertised meeting of the Town Commission.
- c) If the Town receives any unsolicited proposal, and the Town commission elects to enter into a comprehensive agreement for a Qualifying Project as described in an unsolicited proposal the Consultant shall be responsible for publishing notice of its receipt of an unsolicited proposal and that it will accept other proposals for the same project as required by § 255.065(3)(b), Fla. Stat
- d) communicate to potential P3 partners which have submitted unsolicited proposals and request any additional project approval requirements to evaluate the proposals as per Section 255.065(4)(f).
- g) SDI shall prepare a summary of findings of whether any unsolicited proposal has met the requirements of § 255.065(4) Fla. Stat.
- h) Prior to the Commission's notice of an intended decision on a qualifying project SDI shall provide individual briefings with the Mayor, Commissioners and the Town

Manager regarding the statutory compliance of unsolicited proposal with § 255.065(4), Fla. State

- i) SDI In cooperation and partnership with the private entity proposers, shall make a presentation at a Town Commission workshop meeting explaining the details and characteristics of each proposal. Additional Town Commission workshop, special or regular meetings may be scheduled, which the Consultant shall attend to provide guidance, feedback and any other information requested by the Commission.
- j) SDI shall provide written biweekly status of its ongoing work to the Town_Manger during Task 4.

Task 5: RFP (30 day process – Compensation \$0

- a) SDI shall provide the Town Manager with statutory compliant introduction language in accordance with § 255.065 (3)(b), Fla. Stat. to be made part of the RFP drafted pursuant to Task 2. Thereafter, the RFP approved by the Commission shall be published in accordance with the provisions of § 255.065 (3)(b), Fla. Stat.
- b) After the submission of responses to the RFP, the Consultant shall provide an in person briefing to the Town Manager in accordance with the provisions of § 255.065(3), Fla. Stat.

Task 6: Evaluate Private Entity responses with Town Manager and Town Attorney (30-45 day process) - Compensation \$30,000.

- a. Review and provide the Town Manager with a written report contrasting the strengths and weaknesses of the respondents to the RFP.
- b. Assess the respondent's ability to meet their obligations as set forth in the RFP.
- c. Identify those the proposals that are responsive to the RFP.
- d. Provide technical assistance and attend the meeting of the Town's Selection Committee, regarding the responses to the RFP and assist the Committee in ranking and developing a recommendation to the Town Commission.

Task 7. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (60 day process) – Compensation- each 30 days at \$30,000 for 2 months for a total of \$60,000.

- a. Coordinate private entity presentations before the Town Commission and if directed negotiate with the selected private entity on the Town's behalf.
- b. After negotiation with the private entity selected by the Commission, SDI shall work cooperatively with the Town Attorney to prepare deliver a draft comprehensive

agreement that meets the requirements of § 255.065(7), Fla. Stat.. At a minimum, the draft comprehensive agreement shall include key project benchmarks, a project timetable, and budget for the Comprehensive Agreement.

THE ESTIMATED TOTAL TIMEFRAME FOR TASKS 1-7 is 6 to 9 months from the execution of this Amendment to the Contract. Timeframes for each task set forth shall depend upon the challenges presented given the complex and detailed tasks from the execution of the Amendment to the Contract. The Town shall be responsible for paying the Consultant \$180,000 for these tasks. The Consultant shall be responsible for collecting \$60,000 from the entities making unsolicited proposals.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Contract on this 17 day of February, 2021.

ATTEST:

By: [Signature]
Vivian Mendez, Town Clerk
(Town Seal)
TOWN OF LAKE PARK
SEAL

TOWN OF LAKE PARK

By: [Signature]
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Thomas J. Baird, Town Attorney

CONSULTANT:
Strategic Development Initiatives, Inc.

(SD) [Signature]
By: [Signature]
Its: President

STATE OF FLORIDA

COUNTY OF ~~PALM BEACH~~ Martin (SP)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of March, 2021 by Don Delany of Strategic Development Initiatives, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced FL Drivers License as identification.

(Notary Seal)

[Signature]
Notary State of Florida

Printed Name: Sean Balash

