



AGENDA

Community Redevelopment Agency Meeting
Wednesday, June 6, 2018, 6:30 p.m.
Lake Park, Town Hall
535 Park Avenue

Michael O'Rourke	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Rhonda "Jo" Brockman	—	Board Member
Erin Flaherty	—	Board Member
Christiane Francois	—	Board Member
Anne Lynch	—	Board Member
Roger Michaud	—	Board Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, CMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER/ ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATION/REPORT

None

D. PUBLIC COMMENT

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete

a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Special Call CRA Board Meeting Minutes of April 30, 2018 Tab 1

2. Resolution No. 27-06-18 Extending the Current CRA Downtown Landscape Maintenance Contract with Terracon Services, Inc. through Fiscal Year 18/19. Tab 2

F. NEW BUSINESS:

3. Resolution No. 28-06-18 Award of Lease Occupancy of the Community Redevelopment Agency Owned Building Located at 800 Park Avenue, Lake Park, FL. Tab 3

4. Adoption of the Mission and Vision Statements for the Town of Lake Park Community Redevelopment Agency. Tab 4

5. Discussion on Economic Development Incentives. Tab 5

G. EXECUTIVE DIRECTOR REPORT:

H. PUBLIC COMMENT

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I. BOARD MEMBER COMMENTS

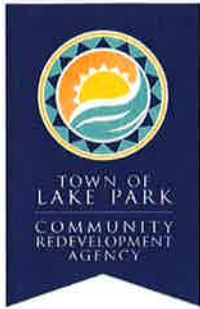
J. REQUEST FOR FUTURE AGENDA ITEMS:

K. ADJOURNMENT

The next scheduled CRA Board Meeting will be conducted on September 5, 2018.

Consent Agenda

TAB 1



**CRA
Agenda Request Form**

Meeting Date: June 6, 2018

Agenda Item No. Tab 1

Agenda Title: Special Call CRA Board Meeting Minutes of April 30, 2018

- SPECIAL PRESENTATION/REPORT
- OLD BUSINESS
- DISCUSSION FOR FUTURE ACTION
- CONSENT AGENDA
- NEW BUSINESS: Resolution
- OTHER: General Business

Approved by Executive Director: *[Signature]* **Date:** 5-14-18

Shaquita Edwards
Shaquita Edwards, Deputy Agency Clerk

Originating Department: Agency Clerk's Office	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: -Agenda -Minutes
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Recommended Motion:

To approve the Special Call CRA Board Meeting Minutes of April 30, 2018.



AGENDA

**Special Call Community Redevelopment
Agency Meeting
Monday, April 30, 2018,
Immediately following
Commission Workshop
Lake Park, Town Hall
535 Park Avenue**

Michael O'Rourke	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Rhonda "Jo" Brockman	—	Board Member
Erin Flaherty	—	Board Member
Christiane Francois	—	Board Member
Anne Lynch	—	Board Member
Roger Michaud	—	Board Member
.....		
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, CMC	—	Agency Clerk

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A. **CALL TO ORDER/ ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

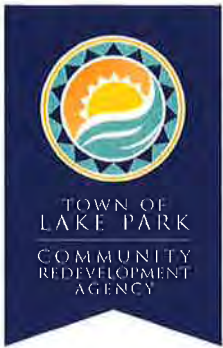
C. **SPECIAL PRESENTATION/REPORT**

None

D. **PUBLIC COMMENT**

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be



Minutes
Town of Lake Park, Florida
Special Call
Community Redevelopment Agency
Board Meeting
Monday, April 30, 2018, 7:07 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met for a special call meeting on Monday, April 30, 2018 at 7:07 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Rhonda "Jo" Brockman, Christine Francois, Erin Flaherty, and Roger Michaud, Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Member Anne Lynch was absent.

Agency Clerk Mendez performed the roll call and Chair O'Rourke led the pledge of allegiance.

Special Presentation/Report:

None

Public Comment:

None

Consent Agenda:

- 1. Special Call CRA Board Meeting Minutes of December 20, 2017.**
- 2. CRA Board Meeting Minutes of March 7, 2018.**

Motion: Board Member Michaud moved to approve the consent agenda; Board Member Francois seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Roger Michaud	X		
Board Member Anne Lynch			Absent
Board Member Rhonda "Jo" Brockman	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O'Rourke	X		

Motion passed 6-0.

NEW BUSINESS:

3. Invoice Payment to Housing Leadership Council

Executive Director D’Agostino explained that the Housing Leadership Council of Palm Beach County charged the CRA a fee for their services. He stated that the invoice can be split between the Town and the CRA. He stated that regardless if the Town receives the grant, the retrofitting would be available to the residents of the Town.

The CRA Board discussed the invoice, the work performed by the Housing Leadership Council, which organizations have partnered with the CRA/Town, and splitting the invoice between the Town and the CRA.

Board Member Brockman expressed concern that the Housing Leadership Council invoiced unknowingly the CRA/Town. Executive Director D’Agostino suggested that the invoice be split between the Town and the CRA.

Motion: Board Member Michaud moved to approve payment of \$5,000 of the Housing Leadership Council of Palm Beach County invoice; Board Member Flaherty seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Roger Michaud	X		
Board Member Anne Lynch			Absent
Board Member Rhonda “Jo” Brockman	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O’Rourke	X		

Motion passed 6-0.

EXECUTIVE DIRECTOR REPORT:

Executive Director D’Agostino had no report.

BOARD MEMBERS COMMENTS:

Board Member Francois had no comments.

Board Member Brockman had no comments.

Board Member Lynch had no comments.

Board Member Flaherty had no comments.

Board Member Michaud had no comments.

Vice-Chair Glas-Castro had no comments.

Chair O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Michaud and seconded by Board Member Brockman, and by unanimous vote, the meeting adjourned at 7:51 p.m.

Chair, Michael O'Rourke

Agency Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2018

TAB 2



CRA
Agenda Request Form

Meeting Date: June 06, 2018

Agenda Item No. Tab 2

Agenda Title: Resolution of the CRA Board to Extend the Current CRA Downtown Landscape Maintenance Contract with Terracon Services, Inc. through Fiscal Year 2018-2019.

- | | | | |
|--------------------------|------------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORT | <input checked="" type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | OLD BUSINESS | <input type="checkbox"/> | NEW BUSINESS: Resolution |
| <input type="checkbox"/> | DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/> | OTHER: General Business |

Approved by Executive Director: [Signature] Date: 4-26-18

Richard Pittman, Project Manager [Signature]
Name/Title

Originating Department: Public Works	Costs: \$ 93,493.72. Funding Source: CRA Acct. # 110-55-552-520-34000 [X] Finance <u>[Signature]</u>	Attachments: Resolution No. <u>27-06-18</u> Amendment 01 Letter from Terracon Services, Inc. Excerpt from contract (Term) Contract Agreement Schedule of Bid Items
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Summary Explanation/Background:

On June 01, 2015 the CRA Board of Commissioners approved a three year contract with Terracon Services, Inc. (Terracon) for CRA Downtown Landscape Maintenance, Bid No. 102-2015 "A". The contract expires on September 30, 2018. The contract provides an option of two, one-year extensions. During the term of the original contract Terracon has performed the services in a satisfactory manner. The CRA Executive Director is recommending that the Commission approve a One Year Contract Extension, effective October 01, 2018 and ending September 30, 2019.

Terracon has agreed to provide services to the CRA based upon the terms and pricing contained in the original contract.

The contract amount for the one year extension of the contract is \$93,493.72, which includes a \$10,000 contingency for fertilization, irrigation repairs, and plant and tree replacement.

The CRA Executive Director recommends that the CRA Board of Commissioners approve Resolution No. 27-06-18 extending the contract with Terracon for Fiscal Year 2018-2019.

Recommended Motion: I move approval of CRA Resolution No. 27-06-18.

RESOLUTION NO. 27-06-18

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A ONE YEAR CONTRACT EXTENSION WITH TERRACON SERVICES, INC FOR LANDSCAPE MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 01, 2015, the Town of Lake Park's Community Redevelopment Agency ("CRA") approved a three year contract with Terracon Services, Inc. (Terracon) to provide Landscape Maintenance services within the CRA; and

WHEREAS, the term of the contract began October 01, 2015; and

WHEREAS, the contract expires on September 30, 2018; and

WHEREAS, the contract provides that the CRA may approve two, one-year extensions; and

WHEREAS, Terracon has provided Landscape Maintenance services to the CRA in a satisfactory manner since October 01, 2015; and

WHEREAS, the CRA as agreed to exercise a one year extension to the contract and Terracon is willing and able to provide the Landscape Maintenance services for the same terms and pricing as set forth in the original contract; for the period from October 01, 2018 through September 30, 2019; and

WHEREAS, the CRA Executive Director recommends that the CRA Board approve a one-year extension of the contract with Terracon beginning October 01, 2018 and ending September 30, 2019 for Landscape Maintenance services.

NOW, THEREFORE BE IT RESOLVED by the Community Redevelopment Agency of the Town of Lake Park, Florida

Section 1: The CRA hereby approves Amendment 01 extending the term of the contract with Terracon for Landscape Maintenance services for the fiscal year 2018-19.

Section 2: The CRA hereby authorizes the Executive Director of the CRA to execute Amendment 01 to the contract with Terracon.

Section 3: The Executive Director of the CRA is directed to present to the CRA sufficient funds for the extension of the contract with Terracon for Landscape Maintenance services during fiscal year 2018-19.

Section 4: Following the approval of the CRA's 2018-2019 fiscal year budget, the CRA Executive Director is authorized to execute the necessary Purchase Order to pay Terracon during fiscal year 2018-19. The Town Manager acting as the CRA Executive Director is authorized to execute the necessary Purchase Order to Terracon Services, Inc. upon budget approval for fiscal year 2018-19.

Section 5: This Resolution shall take effect upon its adoption.

**AMENDMENT 01 TO THE AGREEMENT
WITH
TERRACON SERVICES, INC.**

THIS AMENDMENT NO. 01 is made an entered into on this ____ day of June, 2018 by and between the Lake Park Community Redevelopment Agency (hereafter referred to as "CRA") and Terracon Services, Inc. (hereafter referred to as "Terracon").

WHEREAS, on June 01, 2015 the CRA approved execution of an Agreement with Terracon under Town Bid No. 102-2015 "A", CRA Downtown Landscape Maintenance; and

WHEREAS, the Agreement expires on September 30, 2018 with an option to renew for two one-year extensions; and

WHEREAS, the CRA and Terracon have mutually agreed to renew the Agreement for one additional year; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the CRA and Terracon agree as follows:

1. The Agreement is renewed for one additional year effective October 01, 2018, and shall expire September 30, 2019.
2. All terms, covenants, and conditions of the Agreement shall remain in full force and effect, except to the extent herein amended.
3. The CRA's estimated expenditure under this Agreement, shall be \$93,493.72 which includes a \$10,000 contingency.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 to the Agreement on the date hereinabove first written.

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT AGENCY

By: _____
John O. D'Agostino, Executive Director

ATTEST:

By: _____
Vivian Mendez, CMC, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Thomas Baird, Attorney for the CRA

Terracon Services, Inc.

By: _____
Joseph Baglia, Vice President

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____



3/20/18

Richard Scherle

Town of Lake Park

Public Works

Richard,

This letter should serve as our intent to extent the current maintenance contracts for one additional year. We will honor the existing terms and pricing for the upcoming year. This is for the period from October 1st 2018 to September 30th 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Baglia", written in a cursive style.

Joseph Baglia

Vice President

vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor violates the ethical standards set forth in local, state, or federal law;

(7) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the Town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

25. **LIQUIDATED DAMAGES:** Not Applicable

26. **CONTRACT TERM**

Each contract will be for a term of three (3) years with the option of two one-year extensions.

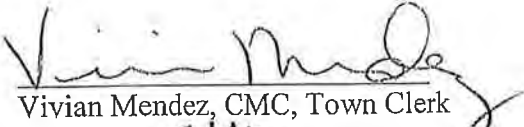
Contract Agreement
AGREEMENT BETWEEN LAKE PARK CRA AND CONTRACTOR
CONTRACT "A"
DOWNTOWN LANDSCAPE MAINTENANCE
TOWN OF LAKE PARK
TOWN PROJECT #102-2015

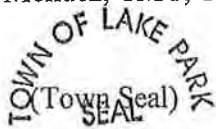
Upon execution by both parties, this Agreement shall serve as the Contract between the LAKE PARK COMMUNITY DEVELOPMENT AGENCY ("Owner") and Terracon Services, Inc. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Project No.102-2015. All terms, conditions, plans and specifications of No.102-2015, any Addenda, and contractor's accepted bid, dated 05/06/2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the CRA'S bid shall take precedence. The total contract amount shall be \$97,104.40 the first year, \$82,836.40 the second year and third years unless changed by amendment to the contract or quantity change.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake Park CRA through its BOARD, signing by and through its Chairman, authorized to execute same by BOARD action on the 1st day of June, 2015 and Joseph Baglia, Vice President, Terracon Services, Inc. authorized to execute same.

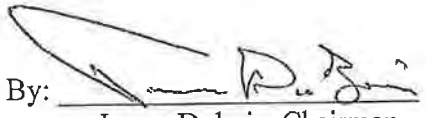
LAKE PARK CRA, through its BOARD

Attest:


Vivian Mendez, CMC, Town Clerk

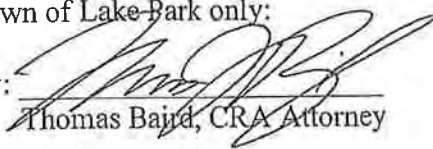


By:


James Dubois, Chairman
5 day of August, 2015

Approved as ~~valid~~ ^{Florida} and legality
For the use of and reliance by the
Town of Lake Park only:

By:


Thomas Baird, CRA Attorney

5th day of August, 2015

CONTRACT "A"
LAKE PARK CRA
DOWNTOWN LANDSCAPE MAINTENANCE
SCHEDULE OF BID ITEMS
TOWN PROJECT NO. 102-2015

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	Indemnification	Yr.	One	\$100.00
2.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52	\$ <u>3,000.00</u>
3.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	42	\$ <u>26,000.00</u>
4.	Operate and inspect irrigation system. Repair damages.	Per event	42	\$ <u>8,000.00</u>
5.	Provide Maintenance of Traffic (M.O.T.) for 10 th Street median maintenance work incl. plan approval*	Per Event	42	\$ <u>2,000.00</u>
6.	Prune Ficus hedges; Maintain both sides and height at six feet maximum (unless otherwise noted).	2,768 l.f.	\$ <u>300</u> (L.S.) times 8 events per year. **	\$ <u>1,600.00</u>
7.	Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 l.f.	\$ <u>200</u> (L.S.) times 2 events per year.	\$ <u>400.00</u>
8.	Supply labor, equipment and materials to treat Ficus hedges with a liquid spray White Fly pesticide	14,000 s.f.	\$ <u>600</u> (L.S.) 1event per year.	\$ <u>600.00</u>
9.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer	35,757 s.f.	\$ <u>280</u> (L.S.) times 2 events per yr.	\$ <u>560.00</u>
10.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	L.S.	\$ <u>300</u> (L.S.) times 2 events per yr.	\$ <u>600.00</u>
11.	Supply labor, equipment, and material to fertilize palm trees with minimum of five micro-nutrient fertilizer spikes each	243 Trees	\$ <u>2000</u> (L.S.) times 2 events per yr.	\$ <u>4000.00</u>
*	Professionally prepared MOT plan will be required and approved prior to commencing work.			
**	May increase or decrease as needed			

BASE BID (cont.)				
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
12.	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas	Labor plus materials (Use \$3.40 per sq. ft. for material budget.)	\$ <u>1.00</u> (labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr.	\$ <u>12,328.80</u>
13.	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget.)	\$ <u>1.00</u> (labor rate + \$0.40 per sq. ft.) times 3,219 sq. ft.; <u>one</u> event per yr.	\$ <u>9,013.20</u> 4,506.60
14.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25' high (Trim one-third of all trees each year or the three year contract).	Each	\$ <u>45</u> times 33 trees per yr.	\$ <u>1485.00</u>
15.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25' high (Trim one-third of all trees each year of the three year contract). Include cost for Maintenance of Traffic (M.O.T.)	Each	\$ <u>65</u> times 80 trees per yr.	\$ <u>5200.00</u>

NOTE: All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents. Bid items 7-11 require certified applicator (Incl. certifications on page 55).

TOTAL BASE BID ITEMS 1 THRU 15

SUB-TOTAL: \$ 74,787.00

ALTERNATE I -- BID ITEMS
TOWN GREENE

ITEM #	ITEM DESCRIPTION (Alternate I)	UNIT	QUANTITY	TOTAL \$
1A.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52 \$ <u>45</u> /wk.	\$ <u>2340.00</u>
2A.	Operate and inspect irrigation system. Repair damages.	Per event	52 \$ <u>70</u> /wk.	\$ <u>3640.00</u>
3A.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	30 \$ <u>200</u> /event	\$ <u>6000.00</u>
4A.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	21,430 s.f.	\$ <u>168</u> (L.S.) times 2 events per yr.	\$ <u>336</u>
5A.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	708 l.f.	\$ <u>70</u> (L.S.) times 2 events per yr.	\$ <u>140</u>

SCHEDULE OF BID ITEMS (cont.)

NOTE: All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents.

TOTAL BID ITEMS 1A THRU 5A

SUB-TOTAL: \$ 12,456.00

WRITTEN AMOUNT: \$ Twelve thousand Four hundred and Fifty six.

TOTAL BID ITEMS: BASE BID + ALTERNATE I

TOTAL: \$ 87,243.00

WRITTEN AMOUNT: \$ Eighty Seven thousand two hundred and forty three

The following Bid Items are for the First Year of the Contract Only! These costs will NOT be considered in the award process. However, the quote for the 'Initial Maintenance Event' must be representative of the unit prices submitted in the Schedule of Bid Items. Additionally, if the quote documents calls for unit prices, the quote may be rejected if the unit prices reflected on the Quote Form are in excess of or below the reasonable cost analysis values, or if lump sum, quotes may be rejected which are significantly greater or lesser than the estimate for the project.

INITIAL MAINTENANCE EVENT

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
1.	Mobilization and registration w/ Town	L.S.	One	\$ <u>200.00</u>
2.	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Wet check CRA and Town Greene irrigation systems; Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulch all beds. All work to be performed as detailed in 'Specific Landscaping Duties' in the "Scope of Work / Technical Specification" section of the contract documents.	Job	One	\$ <u>14,068.00</u>
3.	Provide list of plant material and palm trees (with estimated costs for budgeting purposes) needed for future resets.	Job	One	\$ <u>600.00</u>

TOTAL BID ITEMS 1 THRU 3

TOTAL: \$ 14,868.00

WRITTEN AMOUNT: \$ Fourteen thousand Eight hundred and Sixty eight,

SCHEDULE OF BID ITEMS (cont.)

BILL-OUT LABOR UNIT PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/HR.	COMMENTS
1.	Irrigation Technician	Hourly	\$ 60 / Hr.	
2.	Landscape Foreman	Hourly	\$ 50 / Hr.	
3.	Grounds Maintenance worke	Hourly	\$ 35 / Hr.	
4.	Laborer	Hourly	\$ 35 / Hr.	
5.	Landscape Architect	Hourly	\$ — / Hr.	
6.	Arborist	Hourly	\$ 75 / Hr.	
7.	Fertilizer certified applicator	Hourly	\$ 60 / Hr.	
8.	Pesticide certified applicator	Hourly	\$ 75 / Hr.	
	Other	Hourly	\$ — / Hr.	

Submitted by: Joseph Baglia V.P.

Name of firm: TERRACON SERVICES INC.

Tel. # 561-743-1129

Bid Due: 11:00a.m. May 13, 2015

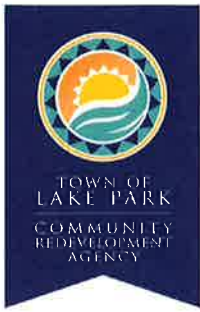
**Submit Bid To: Town Clerk, Town of Lake Park
535 Park Avenue, Lake Park Fl. 33403**

**Bid to be submitted in sealed envelope clearly marked on the outside
Lake Park CRA Downtown Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".**

End of Schedule of Bid Items Contract "A"

New Business

TAB 3



CRA
Agenda Request Form

Meeting Date: June 6, 2018

Agenda Item No.

Tab 3

Agenda Title: Resolution for Award of Lease for Occupancy of the Community Redevelopment Agency Owned Building Located at 800 Park Avenue, Lake Park, Florida

- | | | | |
|--------------------------|----------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | Consent Agenda | <input checked="" type="checkbox"/> | Discussion/Possible Action |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Other | | |

Approved by Executive Director: *[Signature]* **Date:** *5-29-18*

[Signature]

Name/Title
Assistant Town Manager/Human Resources Director

Originating Department: <p align="center">Human Resources</p>	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	<u>Attachments:</u> Resolution; Lease; Copy of Notice of Intent to Award and Proposal Evaluation Ranking Sheets; Copy of Request for Proposals No. 104-2018; and, Copies of Proposals Submitted by the Artists of Palm Beach County, Inc. and the Palm Beach County Surfing History Project, Inc.
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Summary Explanation/Background:

On April 1, 2018, the Town of Lake Park Community Redevelopment Agency (CRA) published its Request for Proposals (RFP) No. 104-2018 for a lease arrangement for a Town of Lake Park CRA owned building located at 800 Park Avenue, Lake Park, Florida, with the submittal deadline of 10:00 a.m. on May 1, 2018.

By the May 1, 2018, 10:00 a.m. deadline, the following two Offerors submitted proposals:

Palm Beach County Surfing History Project, Inc.
335 Flagler Boulevard
Lake Park, Florida 33403

Artists of Palm Beach County, Inc.
800 Park Avenue
Lake Park, Florida 33403

On May 24, 2018 at 2:00 p.m., the Evaluation Committee consisting of the Finance Director (as Chair), Town Manager, Assistant Town Manager/Human Resources Director, Public Works Director, Grants Writer and Deputy Town Clerk met in a publicly noticed meeting for the purpose of evaluating each of the above proposals.

Copies of the proposals submitted by the Palm Beach County Surfing History Project, Inc. and the Artists of Palm Beach County, Inc. are attached hereto. The Resolution, a copy of the Notice of Intent to Award and copies of the proposal evaluations sheets are also attached.

Recommended Motion: I move to adopt Resolution 28-06 -2018.

RESOLUTION

RESOLUTION NO. 28-06-18

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE THE LEASE AGREEMENT WITH THE PALM BEACH COUNTY SURFING HISTORY PROJECT, INC. FOR LEASE OCCUPANCY OF THE 800 PARK AVENUE BUILDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lake Park has previously created a Community Redevelopment Agency (CRA) pursuant to Section 163.356, Florida Statutes; and

WHEREAS, the Lake Park CRA has all of the statutory powers conferred upon it by Section 163.370, Florida Statutes; and

WHEREAS, the Lake Park CRA is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Lake Park CRA solicited proposals for the lease occupancy of the Lake Park CRA-owned building located at 800 Park Avenue, Lake Park, Florida; and

WHEREAS, the Lake Park CRA complied with the requirements of the Code of Ordinances of the Town of Lake Park and Florida Statutes pertaining to the competitive solicitation of products and commodities; and

WHEREAS, the Lake Park CRA has determined that it is in the best interest of the CRA to enter into lease agreement with the Palm Beach County Surfing History Project, Inc. for its lease occupancy of the CRA-owned building located at 800 Park Avenue, Lake Park, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Lake Park CRA hereby authorizes and directs the Executive Director to execute the lease agreement, which is attached hereto as **Exhibit A**, with the Palm Beach County Surfing History Project, Inc. for lease occupancy of the 800 Park Avenue Building.

Section 3. This Resolution shall become effective immediately upon adoption.

LEASE

LEASE AGREEMENTCommercial Lease

This Agreement is made and entered into on _____ 2018, between the Town of Lake Park Community Redevelopment Agency ("Lessor"), and Palm Beach County Surfing History Project, Inc. ("Lessee"). Lessee has requested and Lessor has agreed to lease 800 Park Avenue, Lake Park, Florida 33403 and the improvements located thereon ("Leased Premises") under the terms and provisions hereinafter set forth:

I. Term

1.1 **Term of Lease.** Lessor leases to Lessee the above premises for a term of ____ years commencing on _____, and terminating on midnight _____, or sooner as provided herein.

II. Rent

2.1 **Rent Payment.** Lessee shall pay to Lessor the base rent of Five Hundred Fifty and no/100ths (\$550.00) Dollars per year for the Leased Premises, at the Finance Department, Town of Lake Park, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403 or such place as Lessor may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

2.2 **Base Rent.** Lessee shall pay to Lessor rent during the term of this lease. Lessee shall pay to Lessor the Basic Rental, as hereinafter provided, in equal monthly installments of Five Hundred Fifty and no/100ths (\$550.00) Dollars in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Lessee shall pay Lessor all applicable taxes then in force, if any, which may be imposed on rents to be received by the Lessor. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Lessor at the above referenced address, unless notified otherwise in writing by Lessor.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Lessee shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

If during the first six (6) months of the term of this Lease the Lessee demonstrates an increase in activity to the CRA directly related to Lessee's programs, events, festivals or public attraction to the Leased Premises, the CRA will renegotiate the monthly rent payment to below the current monthly base rental of Five Hundred Fifty and no/100ths (\$550.00) Dollars.

2.3 **Security Deposit.** Upon signing the lease, the Lessee shall pay to the Lessor an amount equal to one month of base rent as a security deposit which will be held in escrow by the Lessor. The Lessor, at Lessor's option, may use such security deposit to compensate for any damages under this lease.

2.4 **Net Lease.** This is a net lease in which Lessor has no responsibilities except as expressly set out in this Lease. Lessor is not responsible during the lease term for any costs, charges, expenses, and outlays of any nature arising from or relating to the Leased Premises and lease, and Lessee shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the premises and lease except as expressly set out in this lease.

2.5 **Late Payment Charge.** Lessee shall be assessed a late payment charge equal to five (5) percent of the monthly payment due and payable for any monthly payment received after the tenth day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.6 **Sales Tax.** In addition to the above rent, Lessee will pay Lessor all applicable sales taxes, if any, which may be imposed on rents to be received by the Lessor.

2.7 **Proration of Rent.** If Lessor delivers possession on other than the first day of the month, Lessee will occupy the Leased Premises under the terms of this lease and, the *pro-rata* portion of the monthly rent for said month will be paid upon Lessor's delivery of possession.

III. Repairs and Maintenance

3.1 **Repairs and Maintenance to the Exterior.** Lessor shall provide normal maintenance to the exterior of the Leased Premises, including but not limited to, repairs to the exterior of the building of which the Leased Premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the Leased Premises from utility installations, sidewalks, parking areas and curbs. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 **Repairs and Maintenance to the Interior.** Lessee shall provide normal maintenance to the interior of the Leased Premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the Leased Premises. Lessee shall at all times keep the Leased Premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the Leased Premises. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

IV. Signage

4.1 Lessee may erect and maintain an exterior sign that must be in compliance with the Park Avenue Downtown District signage requirements as set forth in the Town of Lake Park Code of Ordinance and only upon advance written approval of Lessor. Lessor shall not unreasonably withhold approval for the placement of signs. Lessee shall be responsible for obtaining and paying for all permits required for the erection of any sign. Lessee shall replace or repair all signage as necessary to maintain same in good working order. Lessee shall remove all signage at

the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Lessor will work with Lessee to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage.

V. Use of Premises

5.1 The Leased Premises may be used by Lessee for any lawful purposes whatsoever. Furthermore, Lessee shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the Leased Premises, or restrictions recorded in the public records, as applicable.

VI. Assignment and Subletting

6.1 Lessee shall not assign this lease, or sublet or grant any concession or license to use the Leased Premises or any part thereof. Any assignment, subletting, concession, or license, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option terminate this lease.

VII. Alterations, Improvements and Liens

7.1 Lessee shall make no alterations to the physical structure of the Leased Premises or the parking lot or construct any building or make other improvements on the Leased Premises without the advance written approval of Lessor. All alterations, changes, and improvements built, constructed or placed on the Leased Premises by Lessee, with the exception of movable personal property shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and shall remain on the Leased Premises at the expiration or sooner termination of this lease.

7.2 Lessee has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Lessor, or of any interest of Lessor in the Leased Premises or in the buildings or improvements thereon without the advance written approval of Lessor. Should Lessee cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the Leased Premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Lessor nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Lessee shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Lessee, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Lessee results in any construction or mechanic's or other lien, charge or order for the payment of money shall be filed against the Leased Premises or any building or improvement thereon, or against Lessor or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used

in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Lessee shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Lessee in writing with the proper supporting documentation to Lessor. Failure to perform hereunder shall be deemed an event of default under this Lease.

VIII. Utilities

8.1 **Utility Services.** Lessee shall be responsible for arranging and paying for all utility services required on the Leased Premises. Lessee shall post the necessary deposits to obtain utilities services.

IX. Entry for Inspection and Repairs

9.1 Lessor shall have the right to enter the Leased Premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the Leased Premises.

X. Waste, Nuisance, or Unlawful Use

10.1 Lessee agrees that it shall not commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Leased Premises to be used in an unlawful manner.

XI. Destruction of Premises and Eminent Domain

11.1 In the event the Leased Premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Lessee, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the Leased Premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, the rent shall abate in the proportion which the injured part or portion of the Leased Premises bears to the whole Leased Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Lessor.

XII. Waivers

12.1 A waiver by Lessor of a breach of any covenant or duty of Lessee under this lease can only be done in writing, and shall not constitute a blanket waiver.

XIII. Notices

13.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Lessor: John O. D'Agostino
CRA Executive Director
Town of Lake Park Community Redevelopment Agency
535 Park Avenue
Lake Park, Florida 33403

To Lessee: Tom Warnke
Executive Director
Palm Beach County Surfing History Project, Inc.
800 Park Avenue
Lake Park, Florida 33403

XIV. Default

14.1 Lessee shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Lessee under any bankruptcy act, (ii) Lessee fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (iv) Lessee fails to open, within 90 days of the date this Commercial Agreement is signed, a business on the Leased Premises, or (v) Lessee fails to consistently maintain the business so it is open to the public or (vi) If any judgment, claim of lien or any attachment or execution against any of the Leased Premises for any amount, resulting from any action, inaction or omission on the part of Lessee, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days. Notwithstanding the foregoing, Lessee shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the Leased Premises, resulting from any action, inaction or omission on the part of Lessee, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

14.2 Should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the Leased Premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Lessor in their sole discretion may deem advisable with a right to make alterations and repairs to the Leased Premises. On each such reletting (a) Lessee shall be immediately liable to pay Lessor, in addition to any indebtedness other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the Leased Premises for such period on such reletting; or (b) at the option of Lessor, rents received by Lessor from such

reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Lessor by the new Lessee, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Lessor shall be construed as an election on the part of Lessor to terminate this lease unless the written notice of such intention is given to Lessee or unless the written notice of such intention is given to Lessee or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Lessee all damages they may incur by reason of such breach, including the cost of recovering the Leased Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

14.3 Notwithstanding the foregoing, In the event Lessee defaults under any terms of this lease, Lessor may elect on written notice to Lessee to accelerate all payments of monies due Lessor during the term of this lease, which payments will be immediately due and payable in full without further notice to Lessee.

14.4 Lessee shall be responsible for and shall pay any and all attorney's fees and cost incurred by Lessor arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Lessor by this lease and Florida law.

14.5 By signing this Agreement Lessee hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Lessor shall not be liable or responsible for storage or disposition of Lessee's personal property.

XV. Entire and Binding Agreement

15.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Lessee and Lessor and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

XVI. Insurance

16.1 Lessee shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (A) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee. The offeror shall also reimburse on a fiscal year basis and throughout the term of the lease the Town of Lake Park Community Redevelopment Agency for 100 percent of any premiums paid by the Town of Lake Park Community Redevelopment Agency for any property and liability insurance covering the building located at 800 Park Avenue, Lake Park, Florida (the "Premises") and its contents.
- (B) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

The Town of Lake Park Community Redevelopment Agency shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the CRA's verification and approval as part of the town's evaluation of the proposal. The CRA may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

The offeror shall submit, no later than ten days after award and prior to commencement of any work, a Certificate of Insurance naming the Town of Lake Park Community Redevelopment Agency as an additional insured and documenting that all of the above requirements have been met.

Additionally, the Lessee shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Lessee shall also have Liquor Liability insurance naming the Town of Lake Park Community Redevelopment Agency as an additional named insured.

XVII. Lessee's Acceptance of Leased Premises

17.1 Lessee acknowledges that Lessee has examined the Leased Premises, including but not limited to, the land, improvements located thereon and fixtures on or in the Leased Premises, and agrees to accept the same in an "AS IS" condition **as of May 1, 2018**, without any further responsibilities on the part of Lessor for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

17.2 Lessee represents to Lessor that Lessee has made all investigations deemed necessary by Lessee and that Lessee is familiar with the Leased Premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Lessee deems necessary or appropriate concerning the Leased Premises. Lessee hereby recognizes that Lessee is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the Leased Premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Lessor, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

17.3 Lessor makes no warranty of any type, either express or implied, as to the physical condition of the Leased Premises, including but not limited to, the roof and other structural components and improvements. Lessor has received no notice from any governmental agency as to a currently uncorrected building or safety code violation.

XVIII. Time of the Essence

18.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

XIX. Subordination of Lease

19.1 Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

XX. Radon Gas Disclosure

20.1 Radon Gas. Radon Gas is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

XXI. Severability

21.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

XXII. Hold Harmless and Indemnification

22.1 Lessee shall indemnify and hold harmless Lessor from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Lessee connected with either (i) Lessee's use, operation or condition hereafter of the Leased Premises, (ii) the failure of Lessee to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the Leased Premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the Leased Premises, or (vi) any negligent or willful act or omission by Lessee, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property. This will be as to the extent of the insurance.

XXIII. Recording

23.1 This lease shall not be recorded in any public records. Should Lessee record this lease in the public records of the county in which the Leased Premises is located, such action will be deemed a default under this lease.

XXIV. Environmental Impact

24.1 Lessee will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the Leased Premises, except for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the Leased Premises.

Lessee will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the Leased Premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the Leased Premises.

Lessee will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

Lessee will indemnify and hold harmless Lessor from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the Leased Premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under Leased Premises which are caused by or as result of the use of the Leased Premises by Lessee. Lessee will indemnify and hold Lessor harmless from and against any and all loss of rentals or decrease in property values arising from Lessee's breach of this provision, provided that no liability will arise under this sentence if Lessee completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

XXV. Miscellaneous

25.1 Submission of this lease to Lessee does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Lessor and Lessee and until such time as any deposit and advance rent paid by Lessee to Lessor in connection with this lease has been cleared by Lessee's bank.

25.2 Governmental penalties, fines or damages imposed on any portion of the Leased Premises as a result of the activities of Lessee, its employees, agents or invitees shall be paid by Lessee within three (3) days of the earlier of the governmental notice to Lessee or Lessor's notice to Lessee. If Lessee fails to pay as required in this section, in addition to all other remedies provided by this Lease, Lessor may pay the sums owed or challenge such administratively or judicially, and Lessee shall pay all sums owed and all of Lessor's costs plus a five percent (5%) administrative fee to Lessor upon demand, as additional rent;

25.3 Lessor makes no express or implied representations, covenants, promises, or warranties that the Leased Premises are suitable for Lessees proposed use or that Lessor or Lessee will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Lessee's business as specified herein.

25.4 No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

25.5 Lessee shall upon execution of this lease complete the required zoning application and submit it to the Town of Lake Park Community Development Department.

In Witness Whereof, the parties have executed this lease as of the day and year first above written.

Lessor:

**TOWN OF LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Print Name: John O. D'Agostino
CRA Executive Director

Lessee:

**PALM BEACH COUNTY SURFING HISTORY
PROJECT, INC.**

By: _____
Print Name:
Position: Authorized Officer

State of Florida
County of Palm Beach:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by John O. D'Agostino, Executive Director of the Lake Park Community Development Agency, ____ who is personally known to me or ____ who produced Florida Driver's License as identification, and who did/did not take an oath.

Notary Public
My Commission Expires:

State of Florida
County of Palm Beach:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by, _____, on behalf of the corporation, ____ who is personally known to me or ____ who produced Florida Driver's License as identification, and who did/did not take an oath.

Notary Public
My Commission Expires:

NOTICE OF INTENT TO AWARD

NOTICE OF INTENT TO AWARD

Notice is hereby given by the Town of Lake Park Community Redevelopment Agency of the intent to award a Lease for the occupancy of the Community Redevelopment Agency owned building located at 800 Park Avenue, Lake Park, Florida, pursuant to RFP No. 104-2018 to the following Offeror:

**Palm Beach County Surfing History Project, Inc.
335 Flagler Boulevard
Lake Park, Florida 33403**

The award shall be effective upon approval by the Town of Lake Park Community Redevelopment Agency Board at its regular June 6, 2018 meeting, which will be held in the Commission Chamber, Lake Park Hall, 535 Park Avenue, Lake Park, Florida 33403, commencing at 6:30 p.m.

This Notice of Intent to Award, along with the attached proposal evaluation sheets, shall be posted by the Town Clerk on the Town of Lake Park's official website five (5) business days prior to the June 6, 2018 Community Redevelopment Agency Board meeting.

All Offerors have the right to protest this intent to award pursuant to Section 2-252 of the Town's purchasing Ordinance.

Issued by: Town of Lake Park/Community Redevelopment Agency

Office of the Town Manager/Community Redevelopment Agency Executive Director

May 25, 2018

A handwritten signature in black ink, appearing to read "John O. D'Agostino", is written over a horizontal line. The signature is stylized and cursive.

John O. D'Agostino
Town Manager/Community Redevelopment
Agency Board Executive Director

Attachments

Ann Rosenthal

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Artists of Palm Beach County
Address: 800 Park Ave.
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>34</u>
2. Marketing Plan (20 points maximum)	<u>18</u>
3. Record of Performance (10 points maximum)	<u>8</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>8</u>
5. Highest and Best Public Usage (10 points maximum)	<u>8</u>
6. Hours of Operation (10 points maximum)	<u>6.4</u>

Maximum Points Awarded 82.4

Ann [Signature]

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Palm Beach County Surfing History Project
Address: 738 Park Ave.
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>33</u>
2. Marketing Plan (20 points maximum)	<u>17</u>
3. Record of Performance (10 points maximum)	<u>8</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>8</u>
5. Highest and Best Public Usage (10 points maximum)	<u>8</u>
6. Hours of Operation (10 points maximum)	<u>4.1</u>

no visit letter
- need website comp for volunteers?
> difficult to follow information
- not a g.l.p. focus
- had to go on website to locate P

*Wed, Sun : 12-4
Th - Sat : 12-5*

Maximum Points Awarded 78.1

John D'Agostino

TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA

Name of Offeror: Palm Beach / Surfacing Museum
Address: _____
City/State/Zip Code: _____

<u>Criteria:</u>	<u>Palm Beach</u> <u>Points Awarded:</u>	<u>Surfacing ^{MUSEUM}</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>15</u>	<u>20</u>
2. Marketing Plan (20 points maximum)	<u>15</u>	<u>18</u>
3. Record of Performance (10 points maximum)	<u>8</u>	<u>10</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>10</u>	<u>10</u>
5. Highest and Best Public Usage (10 points maximum)	<u>10</u>	<u>10</u>
6. Hours of Operation (10 points maximum)	<u>5</u>	<u>0</u>
	<u>63</u>	<u>68</u>

Maximum Points Awarded 63

TOWN OF LAKE PARK
 EVALUATION CRITERIA FOR
 REQUEST FOR PROPOSALS NO. 104-2018
 FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
 COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
 LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA

Name of Offeror: ARTISTS OF PBC INC.
 Address: 800 PARK AVE, LAKE PARK FL 33403
 City/State/Zip Code: LAKE PARK, FL, 33403

Criteria:

Points Awarded:

- | | | |
|--|-----------|---|
| 1. Experience, Qualifications and Financial Capability
(40 points maximum) | <u>37</u> | |
| 2. Marketing Plan
(20 points maximum) | <u>19</u> | - more media engagement that is proactive |
| 3. Record of Performance
(10 points maximum) | <u>10</u> | |
| 4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition
(10 points maximum) | <u>10</u> | |
| 5. Highest and Best Public Usage
(10 points maximum) | <u>5</u> | seems to attract thousands,
as approved to hundreds |
| 6. Hours of Operation
(10 points maximum) | <u>10</u> | - more accessible |

Maximum Points Awarded 91

R. Scharle

**TOWN OF LAKE PARK
 EVALUATION CRITERIA FOR
 REQUEST FOR PROPOSALS NO. 104-2018
 FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
 COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
 LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Palm Beach County Surfing History Proj.
 Address: 335 Flagler Blvd
 City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>	
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>40</u>	- more financial visibility
2. Marketing Plan (20 points maximum)	<u>15</u>	
3. Record of Performance (10 points maximum)	<u>10</u>	
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>10</u>	
5. Highest and Best Public Usage (10 points maximum)	<u>10</u>	- seems to attract thousands vs hundreds
? 6. Hours of Operation (10 points maximum) <i>(i did not see - went to website)</i>	<u>5</u>	- limited hours
Maximum Points Awarded		<u>85 90</u>

R. Schalk

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Palm Beach County Surfing Project
Address: 738 Park Avenue
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>30</u>
2. Marketing Plan (20 points maximum)	<u>10</u>
3. Record of Performance (10 points maximum)	<u>10</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>10</u>
5. Highest and Best Public Usage (10 points maximum)	<u>5</u>
6. Hours of Operation (10 points maximum)	<u>5</u>

Maximum Points Awarded 70

Shaynto Edwards

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Artists of Palm Beach County
Address: 800 Park Avenue
City/State/Zip Code: Lake Park, FL 33403

Criteria:	Points Awarded:
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>30</u>
2. Marketing Plan (20 points maximum)	<u>15</u>
3. Record of Performance (10 points maximum)	<u>10</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>10</u>
5. Highest and Best Public Usage (10 points maximum)	<u>10</u>
6. Hours of Operation (10 points maximum)	<u>5</u>

Maximum Points Awarded 80

Shayna Elvira

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: City of Palm Beach County
Address: 800 Park Avenue
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>20</u>
2. Marketing Plan (20 points maximum)	<u>5</u>
3. Record of Performance (10 points maximum)	<u>10</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>10</u>
5. Highest and Best Public Usage (10 points maximum)	<u>10</u>
6. Hours of Operation (10 points maximum)	<u>0</u>

Maximum Points Awarded 50

Bonnie M. Hobbs

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Palm Beach County Sheriff's Office
Address: 335 S. Ocala Blvd W
City/State/Zip Code: Lake Park, FL 33402

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>40</u>
2. Marketing Plan (20 points maximum)	<u>0</u>
3. Record of Performance (10 points maximum)	<u>10</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>10</u>
5. Highest and Best Public Usage (10 points maximum)	<u>10</u>
6. Hours of Operation (10 points maximum)	<u>0</u>

Maximum Points Awarded 70

Bonnie McAlister

REQUEST FOR PROPOSALS

NO. 104-2018



REQUEST FOR PROPOSALS FOR A

LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA

REQUEST FOR PROPOSALS (RFP) NO. 104-2018

NOTICE IS HEREBY GIVEN that the Town of Lake Park Community Redevelopment Agency (hereinafter referred to as the “CRA”), Florida is accepting sealed Proposals from qualified non-profit 501(c)(3) tax exempt organizations for lease occupancy of the 2,200 square foot building located at 800 Park Avenue, Lake Park, Florida, in accordance with the terms, conditions and specifications contained in this RFP. The building is currently being used as an art gallery.

Submitting Proposals

All sealed proposals must be submitted with an original and three (3) copies in sealed envelopes/packages to the following address:

**Town of Lake Park
Office of the Town Clerk, Town of Lake Park
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403**

PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS “PROPOSAL FOR LEASING ARRANGEMENT FOR A TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING LOCATED AT 800 PARK AVENUE, LAKE PARK FLORIDA, RFP NO. 104-2018.

Sealed proposals must be received on or before 10:00 a.m. Eastern Time on May 1, 2018 at which time all proposals will be publicly opened and read in the Commission Chamber of the Lake Park Town Hall. Proposals received after this time shall be returned unopened. Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute “submittal” as required by this solicitation. The Town Clerk’s time stamp shall be conclusive as to the timeliness of each submittal.

PLEASE NOTE THAT PROPOSALS WILL NOT BE ACCEPTED BY FAX OR BY EMAIL.

Proposal Documents

Offerors desiring copies of the RFP document for use in preparing a proposal may obtain a set of such documents by visiting or calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m. Eastern Time, Monday–Friday.

Proposals shall be submitted on the form(s) provided and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. Proposals must include all information requested. Any corrections made to entries on any proposal form(s) shall be initialed where changed by the person signing the proposal in BLUE ink.

Should any information requested not be provided or if the proposal should be received unsigned on the proposal sheet ('PROPOSAL FORM'), such proposal shall be considered non-responsive and subject to rejection.

All proposal prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal. No offeror may withdraw his or her proposal within 90 calendar days after the proposal opening date.

All Offerors are advised that the CRA has not authorized the use of the CRA logo by individuals or entities responding to CRA requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All Offerors are advised that the CRA will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Offerors shall demonstrate a satisfactory record of performance on projects of a similar magnitude, scope, value, and trade as this project as documented by their Letters of Reference which must be submitted as part of their proposals, which shall be verified by the CRA.

Award of the Proposal will be made at a meeting of the CRA Board.

The CRA reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the proposal(s) which in its judgment best serves the CRA.

**Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida**

Published on: April 1, 2018, Palm Beach Post

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OFFEROR'S CERTIFICATION

I certify that this proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 37 inclusive of this Request for Proposals as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:

TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

PHONE NO:

() _____

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 Definitions:

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amendment: A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

Blanket purchase order: A purchase order under which vendor agrees to provide goods and/or services to a purchaser on a demand basis.

Certificate of contract completion: A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

Certificate of insurance: A document which shows proof of insurance, coverage, types and amounts.

Change order: A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.

Commodities: Anything defined in 287.012(5), F.S.

Consultants Competitive Negotiation Act (CCNA): The state statute that applies to the acquisition of architectural, engineering, landscape architectural or surveying and mapping services where the estimated cost of the planning or study activity with professional services fees exceeds \$35,000.00 (the Category Two threshold amount), or where the estimated basic project construction cost exceeds \$325,000.00 (the Category Five threshold amount).

Consulting services – non-CCNA: If the solicitation is not for architectural, engineering, landscape architecture or surveying, the CCNA bidding process is not to be utilized.

Contract: An agreement with sufficient consideration between two or more parties which sets forth the total legal obligations of the parties.

Cooperative purchasing: A method of purchasing the same goods or services with the same terms and conditions utilizing a contract issued by another public agency that has fulfilled the requirements of competitive solicitation (commonly referred to as “piggybacking”).

Debarment: The exclusion, for cause, of an offeror or contractor from bidding and/or receiving a contract to do business with the town.

Design-build: The requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.

Designee: A duly authorized representative of a person, organization, or agency.

Discrimination: Any offeror that has been placed on the discrimination vendor list as defined by F.S. § 287.134, shall not be able to transact business with the town to the extent as specified in § 287.134 (2) (b).

Emergency purchase: Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the town and/or its citizens or would create a hardship on the reasonable conduct of business in a timely fashion. Lack of planning, or funding surpluses, do not justify emergency purchases.

Estimate: A stated expectation of price based upon time, quantity or other qualifiers.

Evaluation committee: A committee comprised of town employees established for the purpose of evaluating bids and proposals submitted in response to invitations for bids or requests for proposals for purchases with an estimated cost of \$25,000 or more. The evaluation committee shall have no less than three voting members and shall consist of the following:

- (1) The originating department director who in conjunction with the finance director appoints the other members of this committee; and
- (2) The finance director who shall chair the evaluation committee as a non-voting member.
- (3) The town attorney shall provide advisory legal assistance as requested.

Health services: The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

Invitation for bids: A written or electronically posted solicitation for competitive sealed bids.

Local merchant: A merchant whose primary place of business is located within the municipal boundaries of the Town of Lake Park, Florida, and which has possessed a valid Town of Lake Park Business Tax Receipt for a minimum of one continuous year prior to the issuance of the invitation for bids or request for proposals.

Mandatory bid amount: The threshold dollar amount established as policy by the town commission at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory bid amount is \$25,000.00 as established by the town commission.

Minority business enterprise (certified): A business as defined by F.S. § 288.703 (1).

Minority person: A person defined by F.S. § 288.703.

Nonresponsive respondent: Any offeror responding to an invitation to bid, request for proposals, or request for statement of qualifications that does not submit the required signed documents or submits incomplete documents and/or information.

Notice to proceed: A written notification from the town to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

Originating department: The town department issuing the invitation to bid, request for proposals, or request for statement of qualifications.

Palm Beach County Merchant: A merchant whose primary place of business is located within the boundaries of Palm Beach County, Florida, and which has possessed a valid Palm Beach County Local Business Tax Receipt for a minimum of one (1) continuous year prior to the issuance of the invitation for bids or request for proposals.

Person: Any business, individual, union, committee, club, or organization, or group of individuals.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the town.

Project manager: A person designated by the town manager to manage and to ensure compliance with contracts which he/she originates

Proposal: An executed formal document submitted by an offeror to the town stating the goods and/or service offered to satisfy the need as described in a request for proposals (RFP),

Proposal Criteria: The basis upon which the Town will rely to determine acceptability of a proposal as stated in the Request for Proposals including, but not limited to inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose, experience of the offeror, and other evaluation criteria. Those criteria that will affect the price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

Public entity crime: A violation as defined in F.S., § 287.133(1)(g).

Public notice: The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective offerors for a reasonable/required period of time as determined by the town manager, which shall, at a minimum, include:

- (1) Posting public notice on the town's official website; and
- (2) Notice in a newspaper of general circulation when required by applicable law.

The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

Purchasing agent: The town manager pursuant to Chapter 2, Article III, § 2-82 of the Town's Code of Ordinances.

Request for a Quote: An oral or written request for written pricing or services, information for commodities or contractual services.

Request for letters of interest: A solicitation of responses from interested and prospective offerors to provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the offeror may be given latitude in order to develop a product and/or service which will fulfill the need.

Request for proposal (RFP): A written or electronically posted solicitation for competitive sealed proposals.

Request for information: A written or electronically posted request made by the town to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the town in the form of a binding contract.

Requisition: An internal document generated by the originating department and forwarded to the town manager or finance director requesting purchase of commodities and/or services.

Responsible offeror, proposer, or respondent: A person or business entity who has the capability in all respects to fully perform fully the contract requirements, and the integrity and reliability that will assure good faith performance.

Responsive bid, proposal or reply: A bid, proposal or reply submitted by a responsive and responsible offeror that conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Responsive bid proposal: A bid proposal, or reply submitted by a responsive and responsible offeror which conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid proposal, or reply that conforms in all material respects to the request for proposal.

Sales tax recovery: An option, resulting from the town's tax exempt status, reserved by the town to purchase all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier.

Sole source: The only existing source of an item or service which meets the needs of the originating department as determined and documented by a reasonable analysis of the marketplace. If in the process of a public bid, only one response is received, the town manager or finance director may proceed as a sole source purchase.

Specification: A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in a request for proposals and request for statement of qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

Surety bonds: A document from the contractor, which is issued to guarantee that an obligation will be fulfilled. The nature of the obligation determines the type of bond that will be issued. The types of surety bonds include: license and permit bonds, public official bonds, bid, performance, labor, material and payment bonds.

Suspension: The temporary debarment of an offeror for a period not to exceed three years.

Town: The Town of Lake Park.

Veteran business enterprise: Any business which meets the definition of F.S. § 295.187 (3), and which has been certified by the Department of Management Services.

Warranty: The representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

SECTION 2.
COMPETITIVE SEALED PROPOSAL PROCESS

2.1 Proposal Submission:

Proposals must be submitted in a sealed envelope no later than the time and date set forth as the proposal submittal deadline and at the location specified in this RFP. Any proposals received later than the submittal deadline or at any other location than as specified in this RFP shall not be accepted and shall be returned unopened to the offeror. It shall be the offerors sole responsibility to ensure that its proposal reaches the specified place for receipt of proposals by the specified deadline. The CRA shall bear no responsibility for any failure of the U.S. Postal Service or other courier service to successfully deliver a proposal to the designated delivery location. Submittal of any proposals to any Town office, department, receptionist, or employee other than the Town Clerk's Office does **not** constitute submittal as required by this RFP. It is noted that offerors shall be allowed to withdraw their proposals at any time prior to proposal opening.

All proposals and accompanying documentation received from offerors in response to this RFP shall become the property of the CRA, and will not be returned to the offerors. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the CRA.

2.2 Proposal Acceptance and Evaluation:

Proposals shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the criteria set forth in this RFP. Unsolicited alternates will not be considered.

The CRA may, at any time and in its sole discretion, reject all proposals and/or re-advertise for proposals using the same or different specifications and terms and conditions.

2.3 Proposal Opening:

Proposals shall be opened publicly in the presence of one or more witnesses at the time and place specified in this RFP. At the time of public opening, the town clerk or designee will officiate at the public proposal opening of sealed proposals received in response to this RFP, and shall announce and record the name of each offeror, the amount of each proposal and such other relevant information as the CRA Executive Director deems appropriate.

2.4 Public Record:

Upon award recommendation or ten days after opening, proposals become public records and shall be subject to public disclosure consistent with F.S. ch. 119.

2.5 Cancelling or Postponing Request for Proposals:

The town manager acting as the CRA Executive Director or finance director may, prior to a proposal opening, elect to cancel a request for proposals or postpone the date and/or time of submission or opening. In such situations, an addendum will be issued.

2.6 Withdrawal of Proposals:

An offeror can withdraw its proposal up to the time listed for receipt of proposals. If an offeror unilaterally withdraws its proposal without permission after proposal opening, the finance director may suspend the vendor from participating in future proposals for up to three years.

2.7 Corrections to Proposals:

The following shall govern the corrections of information submitted in a proposal when the information is a material factor in determining the responsiveness of the proposal.

- (1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a proposal may be corrected by the finance director or designee prior to award. In such cases, the unit prices shall not be changed. When offerors quote in words and in figures on items on the proposal sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.
- (2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low offeror after recommendation to award to the low offeror, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the RFP.

2.8 Highlights of Lease Terms:

- A. The lease shall be a triple net commercial lease whereby the lessee will be responsible for the payment of its operating expenses, utilities (i.e., electricity and water), sanitation, telephone and internet including cable, security alarm services, interior and exterior cleaning, and grounds maintenance of the Premises.
- B. The lessee must maintain a neat interior and exterior working environment and remove all trash from the Premises on a daily basis.
- C. The lessee must pay to the CRA the monthly lease amount of Five Hundred Fifty and no/100ths (\$550.00) Dollars.
- D. Security deposit equal to one month's lease payment is due from lessee upon execution of the lease. Such deposit will be held in escrow.
- E. The Premises are to be accepted by the lessee on an "as is" basis.
- F. Any alterations to the interior or exterior of the Premises must be approved in advance and in writing by the CRA Executive Director and the CRA Board.

A mandatory pre-bid conference will be held from 2:00 p.m. to 3:00 p.m. Eastern Time on April 10, 2018, in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403

Any offer for a license to use the Premises identified herein tendered by any real estate broker, real estate agent, attorney or any other person shall be deemed to have been delivered by the principal on whose behalf the offer is submitted and the before named person(s) ***shall not*** be deemed to be an agent, representative, or facilitator for the CRA.

2.9 Requests for Information:

Any request for clarification or additional information deemed necessary by any Offeror to present a proper proposal shall be submitted **no later than 10:00 a.m. Eastern Time on April 20, 2018**, in writing to the Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, Florida 33403, or emailed to the Town Clerk at vmendez@lakeparkflorida.gov. Any such request must be received in time to allow sufficient time to prepare and disseminate a written response. All valid requests will receive a written response in the form of an addendum addressed to all prospective Offerors.

Such addenda as may be required due to changed conditions or to clarify the specifications will be delivered prior to the date and time set for the advertised opening and shall become a part of the RFP. It is the Offeror's responsibility to ensure they have received all addenda issued.

2.9 Insurance Requirements:

The offeror shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (1) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee. The offeror shall also reimburse on a fiscal year basis and throughout the term of the lease the CRA for 100 percent of any premiums paid by the CRA for any property and liability insurance covering the building located at 800 Park Avenue, Lake Park, Florida (the "Premises") and its contents.
- (2) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

The CRA shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal demonstrating the required coverages shall be submitted with the offeror's proposal documents. There shall be a 30 day notification to the CRA in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the CRA's verification and approval as part of the CRA's evaluation of the proposal. The CRA may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the CRA with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the CRA, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

Additionally, the Lessee shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Lessee shall also have Liquor Liability insurance naming the Town of Lake Park Community Redevelopment Agency as an additional named insured.

2.10 Standards:

Factors to be considered in determining whether the standard of responsibility for Offerors has been met include whether, in the CRA's determination, an Offeror has:

- A. Demonstrated in its submittal its ability to provide the highest and best public purpose usage of the Premises which shall be defined as a usage that is open to the public and that benefits the public as a whole;
- B. Demonstrated in its submittal how it will provide the best public purpose usage of the Premises;
- C. The ability to obtain all permits and licenses necessary for the conduct of its operation within the Premises;
- D. The ability to comply with all federal, state and municipal laws and regulations involved in the conduct of its operation both within the Premises and involved with the lease and outside the Premises, and shall not seek any waivers from the CRA Board or from the Commission of the Town of Lake Park of any special event fees or costs.
- E. Demonstrated that it meets the standard of responsibility in the CRA's determination by submitting as part of its proposal the following items:
 - (1) Documentation that Offeror has appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual requirements;
 - (2) A satisfactory record of performance on similar projects as set forth by the Offeror's proposal documents and as verified by the CRA;
 - (3) A record of integrity that is satisfactory to the CRA;
 - (4) Documentation that Offeror is legally established and able to contract with the CRA;
 - (5) A **complete** copy of Offeror's 501(c)(3) tax exempt certification letter from the Internal Revenue Service;
 - (6) Documentation showing that Offeror is endorsed and funded by the Palm Beach County Cultural Council;
 - (7) Documentation showing that Offeror is recognized statewide by organizations such as the Florida Association of Museums;
 - (8) Documentation of Offeror's track record of creating special events with a demographic that enhances the CRA area of downtown Lake Park and that it is

- regional in scope and able to bring audiences into Lake Park from outside Palm Beach County;
- (9) Must attract families and children through educational programs;
 - (10) Such standards shall be ranked pursuant to the Evaluation Criteria set forth at paragraph 2.12 of this RFP.

2.11 Award:

Notice of intent to award, along with a tabulation of the proposal results, shall be posted by the Town Clerk on the Town of Lake Park and CRA official websites five (5) business days prior to the commission award. All offerors, or contractors affected by the proposed award of contract will also be notified by the Town Clerk at the time of posting, via telefax or other means, of the intended award. The award shall be effective upon approval by the CRA Board and upon issuance of a purchase order, execution of a contract, or written notice of award by the finance director or CRA Executive Director. The CRA may reject any proposal prior to such issuance. In the event only one proposal is received, the CRA may award to the sole offeror if the proposal is deemed to be reasonable and in the best interests of the CRA or may request new proposals. In the event all proposals exceed budgeted funds, the finance director, with direction of the town manager acting as the CRA Executive Director, in cooperation with the department director of the originating department, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the proposal price and/or specifications with the low responsive and responsible offeror in order to bring the proposal within the amount of budgeted funds.

2.12 Evaluation Criteria:

The CRA reserves the right to accept or reject any and all proposals and/or to make award to the lowest responsive and responsible offeror whose proposal meets the requirements and criteria set forth in the request for proposals and whose award will, in the opinion of the CRA, be in the best interest of and most advantageous to the CRA.

Proposals will be evaluated using the criteria set forth below. **Offerors meeting the mandatory submittal criteria by submitting all required documentation will have their proposals ranked and evaluated.** A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto as **Exhibit A** to this RFP:

(1) **Experience, Qualifications and Financial Capability (40 points):**

Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered;

(2) **Marketing Plan (20 points):**

A marketing plan identifying six (6) major special events to be organized and executed by the Offeror each year which will draw at least 1,000 attendees to the CRA with a demographic that enhances downtown Lake Park and is regional in scope with the ability to bring audiences into Lake Park from outside Palm Beach County. Such marketing plan must include a description of the types of events to be organized and executed by the Offeror; a market analysis of how the Offeror will draw 1,000 attendees; a plan for an advertising and outreach campaign; a list of nonprofit organizations with which the Offeror will partner; and, an explanation of how the public will participate. Offeror must also obtain within three months of the effective

date of the lease a listing with the Tourism Council as a “must see” activity or destination.

(3) **Record of Performance (10 points):**

A satisfactory record of performance on similar projects as set forth by Offeror’s submitted proposal documents and as verified by the CRA;

(4) **Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points):**

(5) **Highest and Best Public Usage (10 points):**

Offeror must provide a satisfactory record of its ability to attract regional inside and outside of Palm Beach County.

(6) **Hours of Operation (10 points):**

Offeror must demonstrate that it will keep the Premises open to the public seven (7) days per week for at least eight (8) hours per day.

The offeror shall supply the above information or documentation to the CRA as part of the proposal documents it submits to the CRA pursuant to the CRA’s request for proposals. If an offeror fails to supply such information the CRA shall consider the proposal documents submitted to be not responsive to the request for proposals and find the offeror nonresponsive.

2.13 Cone of Silence:

An offeror shall not communicate with any town elected or appointed official or employee other than a person listed in the proposal or contract documents as the contact person for a particular proposal or contract prior to the time an award decision has been made by the town. Any communication between the offeror and the town shall be submitted in writing to the office of the town clerk as listed in the proposal or contract documents and shall be solely for the purposes of obtaining information or clarification necessary to develop a responsive, accurate proposal or proposal. If an offeror fails to observe this restriction on communications, it shall be grounds for disqualifying the offending offeror from consideration for award of the proposal.

2.14 Protested Solicitations and Awards:

Right to protest. Any actual or prospective offeror that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town’s finance director.

Notice:

A. A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the finance director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

B. The formal written protest must then be filed at the office of the finance director no later than 5:00 p.m. Eastern Time, within five (5) business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

(1) Identification of the name, address and contact information of the protestant and the solicitation involved;

- (2) A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;
- (3) Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved; and
- (4) A clear statement, in writing, of the specific nature of the relief requested by protestant.
- (5) Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to the finance director, and shall provide the town manager with evidence of such mailing.

- C. The formal written protest is considered filed with the town when it is received by the finance director and is not timely filed unless it is received by the finance director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the offeror and abrogation of any further bid protest proceedings.
- D. These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Offerors are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

Authority to resolve. The finance director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the finance director within five business days of the date of the written decision, whereby a protest committee, comprised of the finance director, town manager, town attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

Proceedings. The finance director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

- A. At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.
- B. In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

- C. The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
- D. A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.
- E. If it is deemed that the solicitation or award is in violation of law or the procedures outlined herein, the solicitation or award shall be cancelled or revised.
- F. If it is determined that the solicitation or award should be upheld, the finance director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

Stay of procurement during protests. In the event of a timely protest, the finance director shall not proceed further with the solicitation or with the pending award of the contract until the finance director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

Reservation of powers to settle actions pending before the courts. Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

Damages. In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

2.15 Suspension and Debarment:

(a) *Suspension.* An offeror may be suspended for a period not to exceed two years as determined by the finance director based upon the following:

- (1) Offeror defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the town;
- (2) Offeror commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the town;
- (3) Offeror is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (4) Offeror is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the offeror found not guilty, the suspension shall be

lifted automatically upon written notification and proof of final court disposition provided by the offeror to town;

(5) Offeror becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Offeror violates the ethical standards set forth in local, state, or federal law;

(7) Offeror fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* An offeror may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the offeror's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the town.

(3) Placement of the offeror or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the finance director has determined there is cause to suspend or debar an offeror, the finance director shall notify the offeror in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred offeror initiates protest proceedings pursuant to Section 2-252 of Chapter 2 Article V Division 2 of the Town's Code of Ordinances pertaining to purchasing within 21 days after the date of notification.

REQUIRED SUBMITTALS

The Offeror must include the following information in its proposal submittal:

- **A copy of current official Certificate of Status from the Florida Department of State) – PLEASE NOTE THAT A PRINT-OUT OF CORPORATE INFORMATION FROM THE DEPARTMENT OF STATE CORPORATIONS ONLINE PUBLIC INQUIRY WEB PAGE DOES NOT MEET THIS REQUIREMENT;**
- **A complete copy of Offeror's 501(c)(3) tax exempt certification from the Internal Revenue Service;**
- **A copy of Offeror's current audited financial statements covering the three (3) most recent tax years (prepared within 90 days of submittal of this application);**
- **A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal demonstrating the required coverages shall be submitted with the offeror's proposal documents;**
- **Three (3) copies of Letters of References each listing the name and telephone of a representative for whom the project was undertaken and who can verify Offeror's performance; and**
- **Copies of current resume of all business principals as well as management and supervisory staff of the Offeror**
- **A copy of the history of Offeror's organization, its adopted mission statement and/ or goals, if any; and**
- **A listing of all locations previously or currently occupied by Offeror, including the full street addresses and contact information of all building lessors.**

The balance of this page is intentionally left blank

ACKNOWLEDGMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

Offeror Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Full Legal Name of Offeror:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Offeror agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL PROPOSAL OF OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL , FOR NOT LESS THAN 90 DAYS, AND THE OFFEROR'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS RFP. FAILURE TO SIGN THIS RFP WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THIS PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.

AFFIDAVITS

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the Offeror. Each signature represents a binding commitment upon the Offeror to provide the goods and/or services offered to the Town if the Offeror is determined to be the lowest responsive and responsible Offeror.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Non-Collusion Affidavit

The balance of this page is intentionally left blank

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Offerors must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of the Town of Lake Park or the Town of Lake Park Community Redevelopment Agency.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5 percent in the Offeror's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ to the best of our knowledge, the undersigned Offeror has no potential conflict of interest due to any other Municipalities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other Municipalities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Offeror Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Offeror Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has

(Offeror Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Offeror Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Offeror
that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for
Proposals, and of all pertinent circumstances respecting such RFP.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affiant, has in any way colluded, conspired,
connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a
collusive or sham Proposal in connection with the RFP and lease for which the attached Proposal
has been submitted or to refrain from proposing in connection with such RFP and lease, or has in
any manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal
or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or the
Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or
unlawful agreement any advantage against the Town or any person interested in the proposed
contract.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2018, by
_____, who is personally known to me or who has produced
_____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

SAMPLE LEASE AGREEMENT

Below is sample lease agreement for this RFP. This is a sample lease only and is subject to revisions. PLEASE DO NOT COMPLETE.

Commercial Lease

This Agreement is made and entered into on _____ 2018, between the Town of Lake Park Community Redevelopment Agency ("Lessor"), and _____ ("Lessee"). Lessee has requested and Lessor has agreed to lease 800 Park Avenue, Lake Park, Florida 33403 and the improvements located thereon ("Leased Premises") under the terms and provisions hereinafter set forth:

I. Term

1.1 **Term of Lease.** Lessor leases to Lessee the above premises for a term of ____ years commencing on _____, and terminating on midnight _____, or sooner as provided herein.

II. Rent

2.1 **Rent Payment.** Lessee shall pay to Lessor the base rent of Five Hundred Fifty and no/100ths (\$550.00) Dollars per year for the Leased Premises, at the Finance Department, Town of Lake Park, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403 or such place as Lessor may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

2.2 **Base Rent.** Lessee shall pay to Lessor rent during the term of this lease. Lessee shall pay to Lessor the Basic Rental, as hereinafter provided, in equal monthly installments of Five Hundred Fifty and no/100ths (\$550.00) Dollars in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Lessee shall pay Lessor all applicable taxes then in force, if any, which may be imposed on rents to be received by the Lessor. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Lessor at the above referenced address, unless notified otherwise in writing by Lessor.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Lessee shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

If during the first six (6) months of the term of this Lease the Lessee demonstrates an increase in activity to the CRA directly related to Lessee's programs, events, festivals or public attraction to the Leased Premises, the CRA will renegotiate the monthly rent payment to below the current monthly base rental of Five Hundred Fifty and no/100ths (\$550.00) Dollars.

2.3 **Security Deposit.** Upon signing the lease, the Lessee shall pay to the Lessor an amount equal to one month of base rent as a security deposit which will be held in escrow by the Lessor. The Lessor, at Lessor's option, may use such security deposit to compensate for any damages under this lease.

2.4 **Net Lease.** This is a net lease in which Lessor has no responsibilities except as expressly set out in this Lease. Lessor is not responsible during the lease term for any costs, charges, expenses, and outlays of any nature arising from or relating to the Leased Premises and lease, and Lessee shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the premises and lease except as expressly set out in this lease.

2.5 **Late Payment Charge.** Lessee shall be assessed a late payment charge equal to five (5) percent of the monthly payment due and payable for any monthly payment received after the tenth day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.6 **Sales Tax.** In addition to the above rent, Lessee will pay Lessor all applicable sales taxes, if any, which may be imposed on rents to be received by the Lessor.

2.7 **Proration of Rent.** If Lessor delivers possession on other than the first day of the month, Lessee will occupy the Leased Premises under the terms of this lease and, the *pro-rata* portion of the monthly rent for said month will be paid upon Lessor's delivery of possession.

III. Repairs and Maintenance

3.1 **Repairs and Maintenance to the Exterior.** Lessor shall provide normal maintenance to the exterior of the Leased Premises, including but not limited to, repairs to the exterior of the building of which the Leased Premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the Leased Premises from utility installations, sidewalks, parking areas and curbs. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 **Repairs and Maintenance to the Interior.** Lessee shall provide normal maintenance to the interior of the Leased Premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the Leased Premises. Lessee shall at all times keep the Leased Premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the Leased Premises. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

IV. Signage

4.1 Lessee may erect and maintain an exterior sign that must be in compliance with the Park Avenue Downtown District signage requirements as set forth in the Town of Lake Park Code of Ordinance and only upon advance written approval of Lessor. Lessor shall not unreasonably withhold approval for the placement of signs. Lessee shall be responsible for obtaining and paying for all permits required for the erection of any sign. Lessee shall replace or repair all signage as necessary to maintain same in good working order. Lessee shall remove all signage at the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Lessor will work with Lessee to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage.

V. Use of Premises

5.1 The Leased Premises may be used by Lessee for any lawful purposes whatsoever. Furthermore, Lessee shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the Leased Premises, or restrictions recorded in the public records, as applicable.

VI. Assignment and Subletting

6.1 Lessee shall not assign this lease, or sublet or grant any concession or license to use the Leased Premises or any part thereof. Any assignment, subletting, concession, or license, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option terminate this lease.

VII. Alterations, Improvements and Liens

7.1 Lessee shall make no alterations to the physical structure of the Leased Premises or the parking lot or construct any building or make other improvements on the Leased Premises without the advance written approval of Lessor. All alterations, changes, and improvements built, constructed or placed on the Leased Premises by Lessee, with the exception of movable personal property shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and shall remain on the Leased Premises at the expiration or sooner termination of this lease.

7.2 Lessee has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Lessor, or of any interest of Lessor in the Leased Premises or in the buildings or improvements thereon without the advance written approval of Lessor. Should Lessee cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the Leased Premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Lessor nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Lessee shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Lessee, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Lessee results in any construction or mechanic's or other lien, charge or order for the payment of money shall be filed against the Leased Premises or any building or improvement thereon, or against Lessor or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Lessee shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Lessee in writing with the proper supporting documentation to Lessor. Failure to perform hereunder shall be deemed an event of default under this Lease.

VIII. Utilities

8.1 **Utility Services.** Lessee shall be responsible for arranging and paying for all utility services required on the Leased Premises. Lessee shall post the necessary deposits to obtain utilities services.

IX. Entry for Inspection and Repairs

9.1 Lessor shall have the right to enter the Leased Premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the Leased Premises.

X. Waste, Nuisance, or Unlawful Use

10.1 Lessee agrees that it shall not commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Leased Premises to be used in an unlawful manner.

XI. Destruction of Premises and Eminent Domain

11.1 In the event the Leased Premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Lessee, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the Leased Premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, the rent shall abate in the proportion which the injured part or portion of the Leased Premises bears to the whole Leased Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Lessor.

XII. Waivers

12.1 A waiver by Lessor of a breach of any covenant or duty of Lessee under this lease can only be done in writing, and shall not constitute a blanket waiver.

XIII. Notices

13.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Lessor: John O. D’Agostino
CRA Executive Director
Town of Lake Park Community Redevelopment Agency
535 Park Avenue
Lake Park, Florida 33403

To Lessee: _____

XIV. Default

14.1 Lessee shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Lessee under any bankruptcy act, (ii) Lessee fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (iv) Lessee fails to open, within 90 days of the date this Commercial Agreement is signed, a business on the Leased Premises, or (v) Lessee fails to consistently maintain the business so it is open to the public or (vi) If any judgment, claim of lien or any attachment or execution against any of the Leased Premises for any amount, resulting from any action, inaction or omission on the part of Lessee, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days. Notwithstanding the foregoing, Lessee shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the Leased Premises, resulting from any action, inaction or omission on the part of Lessee, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

14.2 Should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the Leased Premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Lessor in their sole discretion may deem advisable with a right to make alterations and repairs to the Leased Premises. On each such reletting (a) Lessee shall be immediately liable to pay Lessor, in addition to any indebtedness

other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the Leased Premises for such period on such reletting; or (b) at the option of Lessor, rents received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Lessor by the new Lessee, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Lessor shall be construed as an election on the part of Lessor to terminate this lease unless the written notice of such intention is given to Lessee or unless the written notice of such intention is given to Lessee or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Lessee all damages they may incur by reason of such breach, including the cost of recovering the Leased Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

14.3 Notwithstanding the foregoing, In the event Lessee defaults under any terms of this lease, Lessor may elect on written notice to Lessee to accelerate all payments of monies due Lessor during the term of this lease, which payments will be immediately due and payable in full without further notice to Lessee.

14.4 Lessee shall be responsible for and shall pay any and all attorney's fees and cost incurred by Lessor arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Lessor by this lease and Florida law.

14.5 By signing this Agreement Lessee hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Lessor shall not be liable or responsible for storage or disposition of Lessee's personal property.

XV. Entire and Binding Agreement

15.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Lessee and Lessor and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

XVI. Insurance

16.2 Lessee shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (A) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee. The offeror shall also reimburse on a fiscal year basis and throughout the term of the lease the Town of Lake Park Community Redevelopment Agency for 100 percent of any premiums paid by the Town of Lake Park Community Redevelopment Agency for any property and liability insurance covering the building located at 800 Park Avenue, Lake Park, Florida (the "Premises") and its contents.
- (B) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

The Town of Lake Park Community Redevelopment Agency shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the CRA's verification and approval as part of the town's evaluation of the proposal. The CRA may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

The offeror shall submit, no later than ten days after award and prior to commencement of any work, a Certificate of Insurance naming the Town of Lake Park Community Redevelopment Agency as an additional insured and documenting that all of the above requirements have been met.

Additionally, the Lessee shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Lessee shall also have Liquor Liability insurance naming the Town of Lake Park Community Redevelopment Agency as an additional named insured.

XVII. Lessee's Acceptance of Leased Premises

17.1 Lessee acknowledges that Lessee has examined the Leased Premises, including but not limited to, the land, improvements located thereon and fixtures on or in the Leased Premises, and agrees to accept the same in an "AS IS" condition **as of May 1, 2018**, without any further responsibilities on the part of Lessor for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

17.2 Lessee represents to Lessor that Lessee has made all investigations deemed necessary by Lessee and that Lessee is familiar with the Leased Premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Lessee deems necessary or appropriate concerning the Leased Premises. Lessee hereby recognizes that Lessee is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the Leased Premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Lessor, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

17.3 Lessor makes no warranty of any type, either express or implied, as to the physical condition of the Leased Premises, including but not limited to, the roof and other structural components and improvements. Lessor has received no notice from any governmental agency as to a currently uncorrected building or safety code violation.

XVIII. Time of the Essence

18.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

XIX. Subordination of Lease

19.1 Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

XX. Radon Gas Disclosure

20.1 Radon Gas. Radon Gas is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

XXI. Severability

21.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

XXII. Hold Harmless and Indemnification

22.1 Lessee shall indemnify and hold harmless Lessor from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Lessee connected with either (i) Lessee's use, operation or condition hereafter of the Leased Premises, (ii) the failure of Lessee to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the Leased Premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the Leased Premises, or (vi) any negligent or willful act or omission by Lessee, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property. This will be as to the extent of the insurance.

XXIII. Recording

23.1 This lease shall not be recorded in any public records. Should Lessee record this lease in the public records of the county in which the Leased Premises is located, such action will be deemed a default under this lease.

XXIV. Environmental Impact

24.1 Lessee will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the Leased Premises, except for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the Leased Premises.

Lessee will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the Leased Premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the Leased Premises.

Lessee will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

Lessee will indemnify and hold harmless Lessor from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the Leased Premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under Leased Premises which are caused by or as result of the use of the Leased Premises by Lessee. Lessee will indemnify and hold Lessor harmless from and against any and all loss of rentals or decrease in property values arising from Lessee's breach of this provision, provided that no liability will arise under this sentence if Lessee completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

XXV. Miscellaneous

25.1 Submission of this lease to Lessee does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Lessor and Lessee and until such time as any deposit and advance rent paid by Lessee to Lessor in connection with this lease has been cleared by Lessee's bank.

25.2 Governmental penalties, fines or damages imposed on any portion of the Leased Premises as a result of the activities of Lessee, its employees, agents or invitees shall be paid by Lessee within three (3) days of the earlier of the governmental notice to Lessee or Lessor's notice to Lessee. If Lessee fails to pay as required in this section, in addition to all other remedies provided by this Lease, Lessor may pay the sums owed or challenge such administratively or judicially, and Lessee shall pay all sums owed and all of Lessor's costs plus a five percent (5%) administrative fee to Lessor upon demand, as additional rent;

25.3 Lessor makes no express or implied representations, covenants, promises, or warranties that the Leased Premises are suitable for Lessees proposed use or that Lessor or Lessee will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Lessee's business as specified herein.

25.4 No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

25.5 Lessee shall upon execution of this lease complete the required zoning application and submit it to the Town of Lake Park Community Development Department.

In Witness Whereof, the parties have executed this lease as of the day and year first above written.

Lessor:

TOWN OF LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Print Name: John O. D'Agostino
CRA Executive Director

Lessee: _____

By: _____
Print Name:
Position: Authorized Officer

State of Florida
County of Palm Beach:

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by John O. D'Agostino, Executive Director of the Lake Park Community Development Agency, ___ who is personally known to me or ___ who produced Florida Driver's License as identification, and who did/did not take an oath.

Notary Public
My Commission Expires:

State of Florida
County of Palm Beach:

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by, _____, on behalf of the corporation, ___ who is personally known to me or ___ who produced Florida Driver's License as identification, and who did/did not take an oath.

Notary Public
My Commission Expires:

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: _____

Address: _____

City/State/Zip Code: _____

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	_____
2. Marketing Plan (20 points maximum)	_____
3. Record of Performance (10 points maximum)	_____
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	_____
5. Highest and Best Public Usage (10 points maximum)	_____
6. Hours of Operation (10 points maximum)	_____

Maximum Points Awarded _____

**ARTISTS OF PALM BEACH COUNTY,
INC. PROPOSAL**

28th April, 2018

Town of Lake Park Office of the Town Clerk,
Town of Lake Park Lake Park Town Hall
535 Park Avenue Lake Park, Florida 33403

Vivian Mendez, CMC
Town Clerk Town of Lake Park, Florida

On behalf of the membership of Artists of Palm Beach County (APBC), I am submitting the enclosed proposal in response to the Town of Lake Park's request for proposal (RFP) No. 104-2018, for your review and consideration.

I am sure our proposal for lease occupancy of the 2,200 square foot building located at 800 Park Avenue, Lake Park, Florida will satisfy your requirements for a qualified non-profit 501(c)(3) tax exempt organizations and will be beneficial to the whole community of Lake Park and surrounding communities.

Our proposal is tailored to meet the Town of Lake Park's requirements, goals and objectives for a vibrant cultural center. APBC is very willing to work with the Town's CRA in achieving the goals outlined in the proposal request. We have similar objectives for our members and community.

Please feel free to contact me with any questions that you may have regarding the proposal. I look forward to establishing a long and meaningful work relationship between our organizations.

Thank you,

Yours Sincerely



Alvaro D. Rojas - Vice-President, APBC
adrojas987@aol.com / 561 856 7206



PROPOSAL

For the
TOWN OF LAKE PARK

COMMUNITY
REDEVELOPMENT
AGENCY

For the use of the building at
800 PARK AVENUE
LAKE PARK, FL

by
The Artists of Palm Beach County, Inc.

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Page 11	Non-collusion Affidavit
Page 12	APBC Response to Evaluation Criteria

1. Experience, Qualifications and Financial Capability.
2. Marketing Plan.
3. Record of Performance.
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition.
5. Highest and Best Public Usage.
6. Hours of Operation.

Page 18 Contact Information

List of Exhibits

- A) Official Certificate of Status from the Florida Department of State.
- B) Copy of Offeror's 501(c)(3) tax exempt certification from the Internal Revenue Service.
- C) Copy of Offeror's current audited financial statements covering the three (3) most recent tax years.
- D) Current certificate of insurance.
- E) Three (3) copies of Letters of References.
- F) Copies of current resumes of all business principals as well as management and supervisory staff of the Offeror.
- G) Copy of the history of Offeror's organization, adopted mission statement and goals.
- H) A listing of all locations previously or currently occupied by Offeror.
- I) Class Schedule.
- J) 2018 Exhibition Schedule.
- K) Condo News Advertisement.

- L) Trifold Brochure.
- M) New Home Buyer Postcard.
- N) Letter from the Cultural Council
- O) Florida Art Education Association Membership Letter.
- P) Certificate of Solicitation

OFFEROR'S CERTIFICATION

I certify that this proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 37 inclusive of this Request for Proposals as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

ARTISTS OF PALM BEACH COUNTY, INC.

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:



TITLE:

PRESIDENT

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

JOSEPH FRIEDMAN

ADDRESS:

800 PARK AVENUE, LAKE PARK, FL 33403

PHONE NO: (561) 345-2842

Required Submittals

Exhibit #A

Official Certificate of Status from the Florida Department of State.

Exhibit #B

Copy of Offeror's 501(c)(3) tax exempt certification from the Internal Revenue Service.

Exhibit #C

Copy of Offeror's current audited financial statements covering the three (3) most recent tax years.

Exhibit #D

Current certificate of insurance.

Exhibit #E

Three (3) copies of Letters of References.

Exhibit #F

Copies of current resume of all business principals as well as management and supervisory staff of the Offeror.

Exhibit #G

Copy of the history of Offeror's organization, adopted mission statement and goals.

Exhibit #H

A listing of all locations previously or currently occupied by Offeror.

ACKNOWLEDGMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I: List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated

Addendum #2, Dated

Addendum #3, Dated

Addendum #4, Dated

Addendum #5, Dated

Addendum #6, Dated

Addendum #7, Dated

Addendum #8, Dated

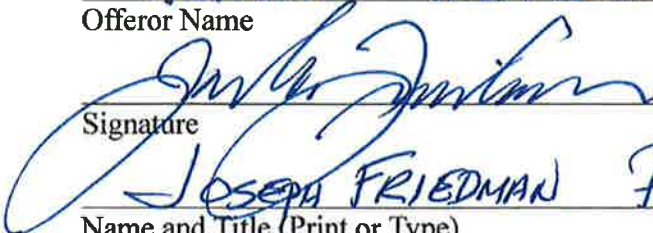
Addendum #9, Dated

Addendum #10, Dated

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

ARTISTS OF PALM BEACH COUNTY, INC
Offeror Name


Signature

JOSEPH FRIEDMAN PRESIDENT
Name and Title (Print or Type)

4/26/2018 Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Full Legal Name of Offeror:

ARTISTS OF PALM BEACH COUNTY, INC.

Street Address:

800 PARK AVENUE, LAKE PARK, FL 33403

Mailing Address (if different than Street Address):

Telephone Number(s): 561-345-2842

Fax Number(s): _____

Email Address: ARTISTSOPBC@GMAIL.COM

Federal Employer Identification Number:

20-4660619

Prompt Payment Terms: _____ % _____ days' net _____ days N/A

Signature: 
(Signature of authorized agent)

Print Name: JOSEPH FRIEDMAN

Title: PRESIDENT

By signing this document, the Offeror agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL PROPOSAL OF OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE OFFEROR'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS RFP. FAILURE TO SIGN THIS RFP WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THIS PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.

LIST OF AFFIDAVITS

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the Offeror. Each signature represents a binding commitment upon the Offeror to provide the goods and/or services offered to the Town if the Offeror is determined to be the lowest responsive and responsible Offeror.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Offerors must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of the Town of Lake Park or the Town of Lake Park Community Redevelopment Agency.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5 percent in the Offeror's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

to the best of our knowledge, the undersigned Offeror has no potential conflict of interest due to any other Municipalities, Counties, contracts, or property interest for this Proposal.

The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other Municipalities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

ARTISTS OF PALM BEACH COUNTY, INC.
Offeror Name


Signature

JOSEPH FRIEDMAN, PRESIDENT
Name and Title (Print or Type)

4/26/2018
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

ARTISTS OF PALM BEACH COUNTY, INC.
Offeror Name


Signature

JOSEPH FRIEDMAN, PRESIDENT
Name and Title (Print or Type)

4/26/2018
Date

DRUG-FREE WORKPLACE

ARTISTS OF PALM BEACH COUNTY, INC. is a drug-free workplace
and has
(Offeror Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

ARTISTS OF PALM BEACH COUNTY
Offeror Name


Signature

JOSEPH W. FRIEDMAN, PRESIDENT
Name and Title (Print or Type)

4/26/2018
Date

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is JOSEPH FRIEDMAN of ARTISTS OF PALM BEACH CO, INC., the Offeror that has submitted a Proposal to perform work for the following:

RFP No.: 104-2018 Title: LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OWNED BLDG. LOCATED AT 500 PARK AVENUE, LAKE PARK, FLORIDA

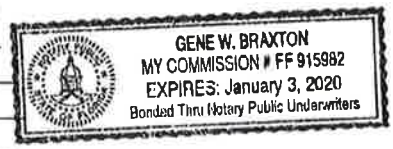
b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such RFP.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the RFP and lease for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP and lease, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town or any person interested in the proposed contract.

[Signature] Signature
Subscribed and sworn to (or affirmed) before me this 27 day of April 2018, by Joseph Friedman who is personally known to me or who has produced _____ as identification.

SEAL Notary Signature [Signature]
Notary Name: Gene W. Braxton
Notary Public (State): FL
My Commission No: FF915982
Expires on: 3 Jan 2020



**APBC RESPONSE TO EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 104-2018**

Criteria:

1. Experience, Qualifications, and Financial Capability

- * Historically in February, 2006, ArtiGras contacted APBC with the need to create a “local artists only” juried section. Inclusive to APBC, 14 members applied and were accepted for this special section of the art festival. In March and April, 2006, the first juried exhibit of our Founding Members was held with the City of Palm Beach Gardens’ Gardens Art exhibition program. In 2007 and 2008, we worked with Palm Beach County Cultural Council and Palm Beach County Art in Public Places to create Artavox, the first collaborative event in the county to a celebrate local artists! It is an example of the positive impact Artists of Palm Beach County has had on the community at large. By collaborating with other cultural organizations and the business community, we were all able to leverage our resources for a greater cause.
- * Since December 2012 we have developed, managed, and flourished in the Art on Park Gallery, 800 Park Avenue, Lake Park. There we have provided an excellent venue for hundreds of local artists (both members and non-members) to gather, show and sell their work, and we have given the public an opportunity to know the local art community. Our mailing list has reached over two thousand people who are invited to our gallery on an almost weekly basis, and the number grows. It includes contacts not just from our region but from around the U.S.A.
- * There are many opportunities for artists to show and sell their work at the Gallery. In addition to our resident artists, exhibition space is available for local or national organizations to exhibit. We have run changing exhibitions on a monthly or bi-monthly basis since our inception. Our opening receptions which include refreshments and often live entertainment draw many dozens if not hundreds of people, a large number of whom haven’t been to Lake Park before. Time and again our exhibitions have been paired with local not-for-profit organizations to help benefit them, the artists, and the community. Recipients have included the Audubon Society of the Everglades, Busch Wildlife Sanctuary, and Friends of the Lake Park Public Library to name just a few.
- * In addition to bringing visual artists together to share and learn from each other, we have provided performance and meeting space for lectures, musical performances, poetry readings, and book signings on an ongoing basis to the community at large.. These scheduled, free, multicultural and multi-generational programs included lectures such as “John James Audubon, the Man, the Artist, and the Society that Honors Him” and “The Metamorphosis of Painting” as well as programs intended entirely for children such as “Halloween Mask Making” and “Daphne and Me,” a book reading and coloring workshop.

- * Educational and experiential workshops have been an ongoing effort. We host numerous activities every month that give artists and art lovers alike an opportunity to meet face to face and share in a teacher-student relationship or a peer interaction to exchange knowledge and techniques. Our talented artists have taught a variety of classes most of them free to the public and have included everything from The Basics of Watercolors to a Photoshop Demonstration, an Acrylic Floral Demonstration, and Me and My Crayolas. Our President, Joe Friedman has taught weekly drawing classes, and Gallery Manager John Vincent Palozzi teaches collage making on a monthly basis, both offered free to the public. Our partnering with the Lake Park Public Library has resulted in local young people dropping in for spontaneous art lessons provided by our gallery manager and/or resident artists. By providing opportunities to the public we are creating a community environment that encourages the arts and the creation of art. Exhibit I - Class Schedule.
- * APBC is a 501(c) 3 non-for-profit corporation and holds a Certificate of Solicitation Registration #Ch52359.
- * Since 2012 APBC, per our contract agreement with the Town of Lake Park, has maintained the building at 800 Park Avenue by paying for water, electricity, property and liability insurance, security and repairs to the building.
- * Our 100+ multi-discipline membership includes visual, performance, literary and media artists. Membership dues are \$50 per year, and artist members can also have a listed profile on our website for a yearly fee of \$25. Dues and profiles provide us with approximately \$5,000 per year.
- * We are a county organization, but our CALL FOR ARTISTS for monthly or bi-monthly exhibitions extend far beyond our region and have attracted national and international artists as well as their families, friends, and followers from as far away as Finland, Colombia, Iceland, and Russia. Non-refundable entry fees for exhibition applications are \$15 for APBC Members and \$35 for Non-Members. Our income from exhibition fees is approximately \$400 monthly. Exhibit J - 2018 Exhibition Schedule.
- * The gallery collects the sales from artwork, pays the sales taxes, and reimburses artists. Sales from artwork generates an average of \$600. a month.
- * The venue has provided space for over a dozen working artist studios. Studio artists have been juried to ensure high quality and variety. Artists are required to spend a number of hours each week in their studios so that visitors can see a vibrant working art community. In addition to our volunteer artists who cover the gallery hours, our Gallery Management Committee Chair, John Vincent Palozzi has been managing the gallery five of the six days a week. Our studio space income is approximately \$800 a month.
- * APBC has no employees and has no plans to hire any employees during the term of the lease. Therefore, the Worker's Compensation requirement is not applicable.

2. Marketing Plan to benefit the Town of Lake Park

- * Having created a dynamic cultural destination and attraction for all of Palm Beach County, we plan to expand our regional presence by working with the Town of Lake Park to make the Art on Park Gallery a “go to” place. We will further this goal by working with the Community Redevelopment Agency and joining forces with the Office of Special Events to provide arts oriented events which will draw even greater numbers to the Town.
- * Our marketing plan includes making contact with the Northern Palm Beach County Chamber of Commerce. We worked with the Chamber of Commerce in the past and will pursue them again regarding art events on Park Avenue.
- * APBC will collaborate with other art organizations such as the Palm Beach County Watercolor Society, Women in The Visual Arts, Flamingo Clay/Glass Studio, the Lake Worth Art League, and the Wellington Art Society to create the Art on Park Fine Arts and Crafts Festival, an annual happening. We would hope to have artist tents and tables lining Park Avenue with affordable fine arts and crafts items.
- * Our advertising plan includes sending press releases to the Palm Beach Post, the Florida Weekly and the Rickie Report (an online Southeast Florida magazine) regarding our exhibitions, art salons, workshops, lectures and classes, which we have done consistently since our inception. We have an ongoing advertisement in the Condo News, and we have listed our exhibitions on the Cultural Council events calendar. For our monthly exhibitions, we produce and distribute posters and postcards to the public. We will continue to publicize each and every event, several of which occur monthly. Exhibit K - Condo News Advertisement.
- * We have a trifold brochure and a Facebook presence. We also send out postcards advertising Art on Park to new home owners in Lake Park, North Palm Beach, and surrounding communities on a monthly basis and will continue to do this. Exhibits L and M - Trifold Brochure and New Home Buyer Postcard.
- * As part of our outreach campaign, we plan to strengthen our links with Lake Park Public Library, local schools and Lake Park Recreation Dept. particularly for our educational programs as well as for our scholarship program.
- * We plan to pursue a relationship with the Joint Mission Project in Lake Park as well as the Veteran Administration Hospital to plan an event which would benefit Veterans.
- * We will continue to complement and enhance existing city cultural activities by keeping the gallery open during the duration of all events sponsored by the Town of Lake Park along Park Avenue.
- * We will Network with the Cultural Council of Palm Beach County and the many other local art organizations such as the Wellington Art League, The Lighthouse Art Center, Women In the

Visual Arts, Palm Beach Watercolor Society, etc. to Increase national/international cultural tourism within historic Lake Park.

- * According to Heather Andrews, Associate Vice President of Discover the Palm Beaches, the Tourism Development Council does not list members. Instead it has oversight responsibility for the contracted marketing agencies which include Discover the Palm Beaches, the Cultural Council of Palm Beach County, the Palm Beach County Film & Television Commission and the Palm Beach County Sports Commission. She assured me that as a member of the Cultural Council of Palm Beach County we are already listed as “a must see” destination.

3. Record of Performance

- * As a result of our activities (exhibitions, opening receptions, monthly art salons, meetings, classes and workshops) all of which have brought large numbers of patrons to Park Avenue, we have had a positive impact on other businesses in Lake Park. Easel Art, the Pho & Hot Pot Restaurant, Casper’s on Park, the Saigon Market, the Brewhouse and Kelsey Theatre have benefitted from our presence. The Pelican Cafe and other local eateries on Federal Highway have also profited from our recommendations. We plan to continue to support local business activities on Park Avenue and in the Lake Park community, particularly those with mutual interests such as Easel Art and The Brewhouse Gallery.
- * We have provided studio space to member artists since our beginning, and we have organized ongoing exhibitions monthly or bimonthly also since our inception. Our doors are open to the general public for free, which encourages pedestrian traffic on Park Avenue.
- * For over five years we have provided both free and fee based Arts & Crafts programs and a schedule of classes for the general public, kids from 9 to 90, which we plan to continue to do. We invited the public through newspaper and online advertising to join us for fun afternoons of drawing, painting, collage making, etc. and creating images inspired by the exhibit in progress.
- * We have provided the Lake Park Library with art exhibits as well as programs for children at the library. Last summer we partnered with the Town of Lake Park, Parks and Recreation Department which scheduled 4 events with the Gallery for their Summer Camp Program. Approximately 12 children and 4 adults attended and they were given a tour and explanation about the exhibit that was showing and then were given an opportunity to do an art project, such as collage. All supplies were donated by APBC, and the participants were able to take their finished products home with them. We look forward to participating with the Summer Camp Program again this year.
- * The APBC Art on Park Gallery is the only space in Lake Park where artists can come to work and produce art. We offer free classes to people of all ages that gives them the opportunity to create art. We attract not only visual artists but also host a monthly poetry reading of original work created by local writers. We reach out and attract artists and art lovers to Lake Park who otherwise would never visit the Town, because they belong to a completely different demographic than those served by any other businesses in the CRA. We also offer many gift

items for sale, such as original jewelry, greeting cards, and books which are not found in any other store in Lake Park.

- * Although we welcome visitors from outside Palm Beach County, including those from outside the United States, we have primarily sought to bring people to Lake Park that reside in Palm Beach County. Many of our phone calls are for directions to get to the gallery from people who live in Palm Beach County and do not know where Park Avenue, Lake Park is. It is our strategy to bring people to Lake Park who will continue to revisit Lake Park in the future. Many of our participating artists and their families as well as art enthusiasts drive from as far as Jupiter, Delray Beach, and Boca Raton for our regular monthly events. People who never visited Lake Park before now come back on a monthly basis.

4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition

- * We have documentation of endorsement by the Cultural Council of Palm Beach County. However, we have not sought funds from the Cultural Council or any other funding entity because the income we have generated from our memberships, resident artists, exhibitions, and sales has enabled us to be self-sustaining and able to cover all of our operating expenses. In the near future, we do plan to pursue funding through the Cultural Council's online fundraising tool The Power2Give. See Exhibit N - Letter from the Cultural Council.
- * We also plan to register for the Great Give Palm Beach and Martin Counties, which is an annual giving program for nonprofit organizations as well as pursue grants from the Community Foundation for Palm Beach and Martin Counties, the Max and Victoria Dreyfus Foundation, the Sprint Foundation and any other appropriate foundations that are brought to our attention.
- * We are affiliated with State and National Organizations, Florida Cultural Alliance and Americans For the Arts through our membership with the Cultural Council of Palm Beach County.
- * As of May 1, 2018 our membership in the Statewide Florida Art Education Association will begin allowing greater exposure and visibility for our membership throughout the state by offering opportunities for members to make presentations, conduct workshops, attend in-service programs, and provide submissions for publication. Exhibit O Florida Art Ed. Assoc. Membership.
- * We are recognized by the State of Florida as a 501(c)3 Non-profit Organization, and we have received a Certificate of Solicitation Registration #Ch52359. Exhibit P Certificate of Solicitation.

5. Highest and Best Public Usage

- * APBC is the connection between Palm Beach County artists and the arts community. Through our networking efforts, web, print and broader media presence, we are a conduit for

information on arts events in South Florida. By providing the Art on Park Gallery as a venue where artists can exhibit their works, 800 Park Avenue has become a destination for the community. People associate APBC with the Art on Park Gallery, and in fact the Art on Park Gallery has become synonymous with APBC. We give artists a place to share their work, teach and share their expertise. We are affiliated with many art groups in Palm Beach County and welcome all artists and non-artists who want to learn and share.

- * As a member of the Cultural Council of Palm Beach County, APBC has partnered with the organization to sponsor Countywide events such as Artavox, Art Synergy, and Art Palm Beach. The Cultural Council of Palm Beach County estimates that four million people attend cultural events in the Palm Beaches each year and make an annual economic impact of 525 million dollars. APBC has been a small part of that effort and hopes to expand its role over the next decade, which would enhance Lake Park's image as well.
- * The Artists of Palm Beach County has been granted a Certificate of Solicitation by the State of Florida which allows us to pursue tax-deductible donations. As a result of our certification, APBC has established *Friends of Artists of Palm Beach County* to identify community needs and distribute funds. Donations can be made at the gallery and/or on our Art on Park Gallery website. Since many of our art class participants can not afford costly art materials we have furnished the art supplies to the Lake Park community as well as surrounding communities.
- * In addition to providing an affordable venue for artists and educational opportunities for the community, we also raise scholarship money. We use these monies to award scholarships to local middle and high school students who show outstanding achievements in the visual arts. We have plans for a silent auction in December where the gallery will sell artworks produced and donated by our members to raise funds for our scholarship program.
- * Our classes, workshops, lectures, and exhibits have attracted participants from in and outside our region. All of our activities further enhance the Town of Lake Park and its residents as well as the South Florida cultural scene. Art on Park has created a community environment for a diverse population that encourages the arts, stimulates cultural interaction, and fosters inclusivity

6. Hours of Operation

- * The gallery has been open six days a week, Monday through Saturday, Noon to 6 PM with expanded hours for special events such as Opening Receptions and Art Salons since its inception as APBC Art on Park Gallery in 2012.
- * APBC proposes to maintain its normal hours of operation. Depending on the business activity of Park Avenue as well as special events in the Art District, we are prepared to extend our hours to meet the requirements of the CRA.

Contact information:

Joe Friedman, President

561- 252- 4894

president@artistsofpalmbeachcounty.org

Al Rojas – Vice President

561 856 7206

adrojas987@aol.com

EXHIBIT A

Official Certificate of Status from the Florida Department of State

State of Florida



Department of State

I certify from the records of this office that ARTISTS OF PALM BEACH COUNTY, INC., is a corporation not for profit organized under the laws of the State of Florida, filed on August 7, 2006.

The document number of this corporation is N06000008252.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on March 9, 2018, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fourth day of April, 2018



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

EXHIBIT B

Copy of 501(c)(3) Tax Exempt Certificate from the IRS

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 23 2015**

ARTISTS OF PALM BEACH COUNTY INC
800 PARK AVE
LAKE PARK, FL 33403-0000

Employer Identification Number:
20-4660619
DLN:
26053687001515
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 12, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted on your application, we approved your request for reinstatement under Section 7 of Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the submission date of your application.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 5436

ARTISTS OF PALM BEACH COUNTY INC

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper". The signature is stylized with a large initial "J" and a long horizontal stroke at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

EXHIBIT C

**Copy of Current Audited Financials
(Three most current years)**

JANET ROSE SCHREIBER
2480 Presidential Way, #501
West Palm Beach, FL 33401
home 561-689-2530
cell 561-386-6280
janetroses@aol.com

Board of Directors
Artists of Palm Beach County, Inc.
800 Park Avenue
Lake Park, Florida 33403

April 30, 2018

Dear Board of Directors:

I have completed the 3 year financial audit of the years 2015, 2016, and 2017 for the Artists of Palm Beach County and the Art on Park Gallery. I found your finances to be stable. The documents and files that were provided are accurate and free of fraud. There are no outstanding discrepancies or errors. Your financial activities and records are correct and acceptable.

I reviewed the receipts, bank deposits, payments, and bank statements, 1096 and 990 tax forms, profit and loss reports, and other legal documents.

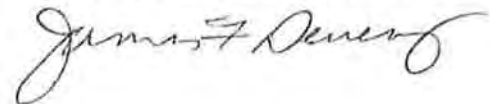
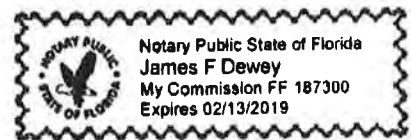
In 2017 you computerized your financial procedures, which has enabled you to do the bank reconciliation, preparation of monthly financial statements and year-end profit and loss reports in a timely manner.

I recommend small increases in exhibition submission fees, studio space fees, and membership dues, and I suggest that you reorganize records and files for better accessibility. Per your request, I am planning to attend your board meeting on May 14th to discuss my recommendations.

Yours truly,



Janet Schreiber
Corporate Accountant, INTECH (retired)



Artists of Palm Beach County, Inc
Profit & Loss Prev Year Comparison
January through December 2016

	<u>Jan - Dec 16</u>	<u>Jan - Dec 15</u>
Ordinary Income/Expense		
Income		
Donations - General Public	154.00	25.00
Gallery Fees	9,236.50	11,127.50
Membership/fees	6,810.00	3,855.00
Income description not found	0.00	305.15
Show Exhibit Fees	145.00	1,755.00
Total Income	<u>16,345.50</u>	<u>17,067.65</u>
Gross Profit	16,345.50	17,067.65
Expense		
Advertising & Promotion	611.48	1,433.07
Bank account service fees, bad check charges and other bank fees	0.00	119.00
Computer supplies, off-the-shelf software, online fees, and other computer or internet related expenses	0.00	40.00
Gallery Expense	-22.50	0.00
Gallery management	6,000.00	6,000.00
Insurance expenses	1,784.73	2,349.10
Licenses and Permits	573.00	572.50
Member and Board meetings	300.00	272.58
Office supplies expense	94.30	552.38
Postage, courier, and pickup and delivery services	49.00	25.48
Gallery repairs, maintenance, supplies	425.88	1,356.02
Show Supplies	172.41	772.77
Water, electricity, garbage, and other basic utilities expenses	4,498.31	4,197.88
Total Expense	<u>14,486.61</u>	<u>17,690.78</u>
Net Ordinary Income	1,858.89	-623.13
Other Income/Expense		
Other Expense		
Transactions to be discussed with accountant, consultant, or tax preparer	-1,340.01	200.00
Total Other Expense	<u>-1,340.01</u>	<u>200.00</u>
Net Other Income	1,340.01	-200.00
Net Income	<u><u>3,198.90</u></u>	<u><u>-823.13</u></u>

Artists of Palm Beach County, Inc.

STATEMENT OF ACTIVITY

January - December 2017

	TOTAL
Revenue	
4000-00 Donations	1,254.91
4000-01 Membership Dues	6,020.00
4000-02 Exhibit Entry Fees	3,525.00
4000-03 Gallery Fees	13,384.94
4000-04 Product Sales	2,584.54
4000-05 Web Page	125.00
4000-06 Tuition	205.30
Sales of Product Revenue	15.00
Total Revenue	\$27,114.69
Cost of Goods Sold	
7000-00 Show Supplies	-44.94
Total Cost of Goods Sold	\$ -44.94
GROSS PROFIT	\$27,159.63
Expenditures	
6000-01 Advertising & Promotions	1,550.25
6000-02 Licenses & Permits	180.50
6000-03 Office Supplies	768.37
6000-04 Postage & Shipping	17.48
6000-05 Repairs & Maintenance	2,409.78
6000-06 Software Subscriptions	791.58
6000-07 Member & Board Meetings	1,457.83
6100-00 Utilities	
6100-01 Cable, Internet, & Phone	1,294.85
6100-02 Electric	1,960.82
6100-03 Sanitation	222.48
6100-04 Water	657.11
Total 6100-00 Utilities	4,135.26
6200-00 Bank Charges	117.00
6200-01 EPSG Fees	934.53
6200-02 PayPal Fees	135.03
Total 6200-00 Bank Charges	1,186.56
6300-01 Property Insurance	3,417.35
6400-01 Gallery Management Fees	6,000.00
6400-02 Accounting & Legal Fees	500.00
6600-01 Prize Money	475.00
8000-00 Uncategorized Expenditure	117.04
Unapplied Cash Bill Payment Expenditure	1,144.66
Total Expenditures	\$24,151.66
NET OPERATING REVENUE	\$3,007.97
NET REVENUE	\$3,007.97

EXHIBIT D

Current Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER API Group 5720 MARGATE BLVD Margate FL 33063 BROOKSIE PEEPLES #A203142	CONTACT NAME: PHONE (A/C No. Ext): (954) 977-8584 FAX (A/C. No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: CATLIN SPECIALTY INS CO INSURER B: UNITED STATES LIABILITY INS INSURER C: CITIZENS PROPERTY INS CORP INSURER D: INSURER E: INSURER F:
INSURED ARTISTS OF PALM BEACH COUNTY INC 800 PARK AVE LAKE PARK FL 33403	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			0900107467	11/16/2017	11/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below N/A						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	DIRECTORS & OFFICERS			ND01555809E	11/03/2017	11/03/2018	PER CLAIM 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ART GALLERY
 C) WINDSTORM - PROPERTY \$15,000 11/03/2017-11/03/2018 POLICY #00042398-4
 A) CATLIN SPECIALTY INS CO POLICY INCLUDES \$15,000 PROPERTY INSURANCE
 LAKE PARK COMMUNITY REDEVELOPMENT AGENCY IS ADDITIONAL INSURED.

CERTIFICATE HOLDER THE TOWN OF LAKE PARK CRA 535 PARK AVE LAKE PARK, FL 33403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT E

Copies of Letters of Reference

Note: We received 71 letters of endorsement and have enclosed 18

04/28/2018

Town of Lake Park CRA

535 Park Ave.

Lake Park FL 33403

Dear Mayor O'Rourke,

Please accept this letter of support endorsing the Artists of Palm Beach County RFP .My late wife, Desca DuBois, was mayor of the Town of Lake Park when the town commission made the pursuit of art on Park Avenue a thematic goal for the CRA and the town. Then, the goal was to develop an artistic theme for the town as a method to attract businesses, and customers for existing businesses. Artists of Palm Beach County were selected through an RFP process while I was Mayor. They were selected to help anchor the artistic goal chosen by the commission and they have been successful helping the town pursue its goal.

Easel Art has been in business on Park Avenue for forty years, they have made it through the worst recession in at least half a century and are still going strong. We have all experienced the pleasure of having the vibrant artistic gathering place where visual arts meets, music and craft beer at Brewhouse Gallery. Brewhouse, Easel Art, Artists of Palm Beach County and other local arts related businesses consistently bring new people to our town, they spend money, and they buy property or rent properties here. New businesses are opening on Park Avenue because of the arts anchors we have supported. I have struggled to find a parking space on a Saturday precisely because of the success of these businesses. Please consider well all of the benefits we have received from the arts theme and Artists of Palm Beach County before moving to an unknown direction diluting support for businesses and residents who located here because of the arts theme we have developed.



James E.F, DuBois

516 Sabal Palm Dr

Lake Park FL 33403

561-844-4598

VA**U.S. Department of Veterans Affairs**Veterans Health Administration
West Palm Beach VA Medical Center7305 North Military Trail
West Palm Beach, FL 33410
www.westpalmbeach.va.govTo: Joseph Friedman, President
Art on Park Gallery
Lake Park, FL

12 April, 2018

Dear Mr. Friedman,

I would like to take this opportunity to commend the participating artists and management of Art on Park Gallery for their wonderful, and very successful, community outreach efforts!

My first encounter with the Artists of Palm Beach County, and the Art on Park Gallery, was in early 2016, when I attended a free community art participation night. I was thrilled and encouraged to witness young people from the Lake Park neighborhood walk into the center to participate in hands-on art projects alongside other age groups and ethnicities! What a dynamic mixture I saw, and how well received it was by everyone involved. Particularly, I recall one local teen experiencing a 'eureka' moment, when he realized that he could actually create an artwork of his own! This young man, with lots of encouragement from the talented and generous-with-time staff at Art on Park, came back regularly for classes, and is now applying for a scholarship into an art school, with the mentorship of Artists of Palm Beach County members.

The values I see at Art on Park reflect the values of inclusiveness and diversity which we not only espouse but also *live* at the Veterans Administration Medical Center nearby. Notably, several of our veterans, of various ages, have found a means of expression through art and have learned of the opportunities at Art on Park, and have submitted work for showing. I have seen the beaming faces of the veterans, some with PTSD and other challenges, as well as the youngsters from the Lake Park neighborhood intermingling and learning from each other! What a truly wonderful thing that is, and what a joy you bring to all of us!

From the fine art classes given by Ms. Bhagwansingh, to the demonstrations of 'how to' collaging, and even creative poetry by Mr. Palozzi, I have witnessed firsthand the vibrance these offerings have brought to this great community. I have decided to become a member, and participate regularly in the classes and shows.

I am happy to announce that I am offering 15 free tickets - *for local neighborhood young people* - for a complete tour of the re-opening of the Norton Gallery of Art in West Palm Beach. As a member of the Norton, I have arranged with Mr. J. Garcia, a professional art historian of the Norton Gallery, for a complete special guided tour of the newly-opening museum. I have pre-purchased these tickets, which will be given to interested teens and young adults in the community. The timing for this tour will be set for just after the grand re-opening after expansion. I have 5 additional tickets purchased to be given free of cost to others interested in the tour.

I look forward to the future, and especially the idea of raising funds through sales to contribute towards a college scholarship fund for deserving local community youth. In closing, I wanted to say that I believe you really embody the robust spirit of community outreach, and 'walk the walk' when it comes to inclusiveness! I am very grateful for all that you do, and can't wait to see the next community participation showing!

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth E. Dempsey".

Kenneth E. Dempsey, MEd., Lt Col USAF (ret)
Veterans Outreach Coordinator
VAMC, WPB, FL
Kenneth.Dempsey@va.gov
561-707-7936

Resume

Tom Warnke
2780 Worcester Road
Lake Worth, FL 33462
561-236-0155
trwarnke@hotmail.com

Education

B.A., Florida Atlantic University, Social Science and Psychology, 1971

Employment

1971 - 1979 State of Florida, Circuit Court System. Division of Youth Services Probation Officer, Palm Beach County

1980 - 1983 Kimball International. Eastern U.S. Sales Manager

1983 - 2001 Costa Del Mar Sunglasses. Sales Management, Marketing Manager, Vice President.

2001 - 2010 Ideal Publications. Retail Account Sales and Collections

2010 - present. Semi-retired, regular part-time work with The Coastal Star newspaper and the City of Boynton Beach Parks and Recreation Department.

2018 Executive Director of the Palm Beach County Surfing History Project

After earning his degree at Florida Atlantic University, Tom was hired by the State of Florida as a Juvenile Court Counselor, a position he held for eight years. In 1983 Tom was hired as the first salesman for Costa Del Mar Sunglasses. He worked there for 18 years in sales and marketing.

Tom was elected as the non-profit Eastern Surfing Association's District Director for the South Florida District in 1974 (Sebastian to Miami). He served as announcer at numerous East Coast and United States Championship events. In 2010 he was elected as Chairman of the ESA Board of Directors. 2014 was his 40th year as a volunteer ESA district director and he was elected to the position of Director Emeritus. His volunteer hours' total surpassed 10,000 hours in 2014.

Surfrider Foundation's first Florida Chapter was founded by Tom in 1997 and today he serves as the chapter's Stakeholder Liaison.

Tom won the ESA Southeast Regional Grand Masters Shortboard title in 2010 at Sebastian Inlet, Florida, repeated in 2014 and went on to become the 2014 East Coast Grand Legends Champion at the ESA Championships.

Tom is a third-generation writer, as well as an editor and photographer. With more than 40 years' experience as a producer of special events, Tom has the expertise to administer events in many settings.

CV Related to Coastal Systems

Local

City of Boynton Beach

2007 - Appointed by the mayor Taylor of Boynton Beach to serve on the Committee on Feasibility for Redesign of Boynton Inlet. Served on sub-committee to review the body of work of nine Coastal Engineering firms under consideration for selection to conduct the Inlet Re-Design Study funded by the South Florida Water Management District. Participated for three years in the Committee's analysis of computer modeling of dynamic coastal systems, including consideration of numerous possible changes to the design of the South Lake Worth Inlet and the related inshore and offshore systems.
Appointed by City Commission to Visions 2020 Planning Committee.

City of Boca Raton

2012 - Consultations with Boca Raton Inlet Dredge Operator while conducting research in methods to enhance inlet bypass of beach-compatible down drift sand by utilizing a movable dredge. Operator had 37 years of experience as the dredge operator at Boca Raton Inlet.

Hillsboro Inlet Authority - Broward County

2012 - Consultation with Chairman while researching methods to enhance inlet bypass of beach-compatible down drift sand. This Inlet Authority purchased a new, moveable dredge to enhance inlet bypass, and has been able to move sufficient beach-quality sand past the inlet to obviate the need for beach nourishment at Pompano Beach.

South Lake Worth Inlet Commission

Qualified as an expert witness and hired to testify on behalf of the Commission as defendant during wrongful death litigation regarding sandbars and ocean currents at the Inlet, resulting in the litigation being dropped by the plaintiff.

Town of Briny Breezes

Television presentation regarding beach erosion, ocean water quality and methods to enhance sustainability in the Town's maintenance practices.

Delray Beach (Sandoway House Nature Center)

Conducted educational programs and initiated an innovative aquifer monitoring program for quality assessment of ground water contribution to nearshore waters in conjunction with staff scientist at the South Florida Water Management District.

County / Regional

Palm Beach County – County Commission

2008 - 2017 Appointed by County Commission to the Palm Beach County Artificial Reef and Estuarine Enhancement Committee for three, three-year terms. This appointment was first recommended by ERM administrators.
Consultation with County Commissioners and ERM staff and the Town of Palm Beach regarding innovative technology for erosion control.

Consultation with stakeholders and County Commissioner regarding user-group mediation at newly-constructed Juno Pier. Wrote guidelines for users of the pier's aquatic zones which have been in place since 1999.

Florida Gulf Coast University

2012 - Provided presentation and conducted roundtable discussion regarding environmental impacts of sand mining (aka "Truck Haul") for beach nourishment projects.

Florida Ocean Sciences Institute

1973 - 1979 Provided coastal issues educational programs to Palm Beach County and Broward County students, including supervision of dune restoration work. Lobbied for Palm Beach County to purchase additional public beach property at Boynton Inlet (now Ocean Inlet Park).

State

DEP / Southeast Florida Coral Reef Initiative / Our Florida Reefs Working Group

2013 - 2017 Appointed as a Working Group Member representing Palm Beach County. Invested more than 200 hours participating in Working Group meetings resulting in 83 recommendations for local, state and federal government entities on how to preserve the Southeast Florida Reef Tract from Stuart to Miami Beach.

DEP Administrative Hearing

2008 - 2009 Participated as a plaintiff. Resulted in administrative law judge Meile ruling that no harmful dredged material would be placed on the beaches of Reach 8 in the Town of Palm Beach.

A brief history of the Palm Beach County Surfing History Project

In 2008 the non-profit Palm Beach County Surfing History Project was organized by five visionary Palm Beach County surfers who were motivated to preserve the rich history of local surfing. After producing more than 12 exhibits around the county, the Project found a more permanent location and opened a museum. From 2015 to 2018 the Project has produced more than 20 special events in conjunction with its Surfing Florida Museum.

When the Project began, the Board of Trustees was entrusted with 5000 images from the M.E. Gruber Collection, mostly taken in the 1960's. Those images, and many other early photos, have been digitized to preserve and use for educational purposes. In 2015 the Project acquired the "*Surfing Florida, A Photographic History*" exhibit, produced by Paul Aho and Rod Faulds of University Galleries at Florida Atlantic University. That display consists of 72 museum-quality, text and photo panels telling the history of surfing in Palm Beach County and throughout the state. It showcases Florida's surfing talent and a rich history to be shared for generations. This extensive historical collection became the book of the same name. Experts have stated that the Surfing Florida Museum in Lake Park, administered by the Project, has the most impressive collection of surf photos on the U.S. East Coast, spanning 100 years. Having outgrown the current location, the Project is actively seeking a larger, more permanent location for the museum.

The Project has developed a working relationship with the Surfing Heritage and Culture Center (SHACC) in San Clemente, California and several Board members of that premier surfing museum have become members of the local Project's Advisory Committee.

In 2018 the Project provides four types of programs;

- The "Surfing Florida Museum" in Lake Park
- Tableing Events throughout the county
- Educational Programs for area youth
- A Traveling "Surfing Florida" exhibit (currently at the Sandoway Discovery Center in Delray Beach)

Mission Statement

The Palm Beach County Surfing History Project, a nonprofit organization, is dedicated to preserving, documenting and exhibiting a history of surfing in Florida, focusing primarily on Palm Beach County.

Locations: 2008 - 2015: Corporate office at 335 Flagler Blvd., Lake Park FL 33403

2015 - 2016: 255 N.E. 6th Avenue, Delray Beach FL 33483

2016 - present: 738 Park Avenue, Lake Park FL 33403

Contact information for previous lessors:

Jo Brockman, 700 Park Avenue, Lake Park FL 33403 561-328-7481

Matt Gracey, 255 N.E. 6th Avenue, Delray Beach, FL 33483 561-966-2120



April 19, 2018

Community Redevelopment Agency
Town of Lake Park
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

To Whom It May Concern:

The Cultural Council of Palm Beach County is aware that the Palm Beach County Surfing History Project is submitting a Request for Proposal to be located in the 800 Park Avenue Building. The Cultural Council of Palm Beach County is supportive of this organization.

Palm Beach County Surfing History Project has been a grant recipient and a member of the Cultural Council for two years. The organization is growing its collection of photographs from Palm Beach County but is expanding its visitor base beyond Palm Beach County and the state of Florida.

The Council supports the mission and the work of the Palm Beach County Surfing History Project. This organization is a unique and important asset not only to the Town of Lake Park's Arts District but to the history of Surfing on the Treasure Coast.

Sincerely,

Jan Rodusky
Chief Grants Officer

PALM BEACH COUNTY
CULTURAL DEVELOPMENT GRANT FUND
CATEGORY C-I
FY 2017-18 GRANT AGREEMENT

This is a Grant Agreement, entered into this day of _____, by and between CULTURAL COUNCIL OF PALM BEACH COUNTY, a private nonprofit organization with 501(c)(3) federal tax-exempt status, hereinafter referred to as "CULTURAL COUNCIL"; and Palm Beach County Surfing History Project, Inc. hereinafter referred to as "GRANTEE".

WHEREAS, the grant provided for herein by the CULTURAL COUNCIL, with funding from Palm Beach County, will assist the GRANTEE with expenses incurred in its community cultural programs described herein, hereinafter referred to as the "PROGRAM"; and

WHEREAS, CULTURAL COUNCIL has determined that the subject PROGRAM will enable GRANTEE to provide an activity which will directly promote community cultural arts in Palm Beach County; and

WHEREAS, the expenditure of Palm Beach County funds pursuant to this Agreement has been found, determined and declared to be for a county and public purpose by the Board of County Commissioners of Palm Beach County.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

COMMUNITY CULTURAL PROGRAM DESCRIPTION

- 1.1 **GRANTEE:** Name: Palm Beach County Surfing History Project, Inc.
Address: 335 Flagler Blvd.

Lake Park, FL 33403

Contact: William Keeton
- 1.2 **TOTAL AMOUNT OF GRANT:** \$3,044.00
- 1.3 **PROGRAM DESCRIPTION:** (As provided in Exhibit A, attached hereto).
- 1.4 **PROGRAM BUDGET:** (As provided in Exhibit B, attached hereto.)
- 1.5 **REPORTING SCHEDULE:** Final Report Due: October 31, 2018
- 1.6 **PAYMENT SCHEDULE:** Reimbursement on a monthly basis as funds are expended
- 1.7 **EXPENDITURE DEADLINE:** September 15, 2018
- 1.8 **GRANT PERIOD:** October 1, 2017 through September 30, 2018
- 1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**
As provided herein on Exhibit C, Category C-I reimbursement funds cannot be used to match other county or state funded programs, nor can grantee organization submit reimbursement requests for the same expenses to more than one county funded program.

ARTICLE II
CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated responsibility for implementation of this Grant to the Cultural Council of Palm Beach County, Inc. The Cultural Council of Palm Beach County, Inc. is a private non-profit corporation contracting with PALM BEACH COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL gives final approvals on behalf of the COUNTY.
- 2.2 PROGRAM DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Program Description attached hereto as Exhibit A. GRANTEE represents that the program provided for by this Agreement will be accomplished. Any changes in an approved program description shall be submitted to the CULTURAL COUNCIL for final approval. No expense related to a change in the program description will be reimbursed unless approved as provided herein.
- 2.3 PROGRAM BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and in accordance with the Program Budget, attached hereto as Exhibit B. The GRANTEE's expenditure of Grant Funds must be only for the items specified in each line-item of the Program Budget and not in excess of the amounts specified in each line-item. The GRANTEE may amend the amount identified for specific Grant Fund line-items in the Program Budget, if such changes do not exceed ten percent (10%) per line-item and so long as the amount of Grant Funds allocated for other items is likewise adjusted. Any change in any line-item expenditure of Grant Funds in excess of ten percent (10%) per item shall require the advance written approval of the CULTURAL COUNCIL.

Any request for approval shall be submitted by GRANTEE to the CULTURAL COUNCIL. The CULTURAL COUNCIL will give final approval.

- 2.4** **REPORTING:** This Program is being funded with the expectation that it will directly promote community cultural development by providing specifically described cultural or fine art programs and activities which will be made available to and be attended by residents and visitors to Palm Beach County. To assist in a determination of whether the Program is fulfilling, or has fulfilled its purpose, the GRANTEE must supply the CULTURAL COUNCIL with written reports and documentation demonstrating the Program's results and impact on community cultural development. These reports are to be received by the CULTURAL COUNCIL pursuant to the Reporting Schedule contained in Article 1.5. The GRANTEE shall also submit programming schedule information for inclusion in CULTURAL COUNCIL publications by the publication deadline.

GRANTEE shall provide immediate notice to the CULTURAL COUNCIL in the event that a funded program is to be canceled or rescheduled.

- 2.5** **GRANT AMOUNT AND PAYMENT SCHEDULE:** The total amount of the Grant is specified in Article 1.2. By awarding this Grant, neither CULTURAL COUNCIL nor COUNTY assumes any obligation to provide financial support of any type whatsoever in excess of the total Grant amount. The Grant Funds will be paid to the GRANTEE pursuant to the Payment Schedule specified in Article 1.6, subject to the provisions of Article 2.7, and shall be solely payable from Category C community cultural activities funds lawfully available.

- 2.6** **PROGRAM MONITORING AND EVALUATION:** The CULTURAL COUNCIL shall

monitor and conduct an evaluation of operations under this Agreement, which may include visits by CULTURAL COUNCIL staff and board members, to observe the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's PROGRAM with the GRANTEE's personnel.

The GRANTEE shall give the CULTURAL COUNCIL ten (10) days advance notice of all meetings of its board of directors or governing board and the CULTURAL COUNCIL's designee shall be permitted to attend such meetings.

The GRANTEE agrees to allow representatives of the CULTURAL COUNCIL or COUNTY or their designee free access to all events sponsored under this Agreement, for the purpose of evaluating the impact of the subject events and activities.

2.7 PAYMENT OF GRANT FUNDS: In accordance with this Agreement, GRANTEE shall receive the Grant Funds from CULTURAL COUNCIL in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Program Budget which are deemed by CULTURAL COUNCIL to be "allowable". Examples of "allowable" and "disallowable" expenses are set forth in the attached Exhibit C. No Grant Funds shall be advanced by CULTURAL COUNCIL to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by CULTURAL COUNCIL:

From time to time during the Grant Period or not later than fifteen (15) calendar days before the expiration of the Grant Period, GRANTEE shall submit to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form provided by the CULTURAL COUNCIL. Upon

approval of a "Request for Payment of Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL, the REQUEST shall be submitted for processing and payment in accordance with this Agreement and in accordance with law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or performance of the goods and services invoiced, and any further documentation deemed necessary, by the CULTURAL COUNCIL. Moreover, CULTURAL COUNCIL shall not pay GRANTEE on any REQUEST, unless it approves said payment pursuant to the a pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

2.8 FINANCIAL ACCOUNTING AND RETENTION OF RECORDS: The GRANTEE must keep accurate and complete books and records of all receipts and expenditures of Grant Funds in conformance with reasonable accounting standards acceptable to CULTURAL COUNCIL. These books and records, as well as all documents pertaining to funds received and expended in conjunction with this Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Palm Beach County, in a secure place and in an orderly fashion by the GRANTEE for at least three (3) years after the Expenditure Deadline specified in Article 1.7. These books, records, and documents may be examined by the CULTURAL COUNCIL or COUNTY or their designee at the GRANTEE's location during

regular business hours. The CULTURAL COUNCIL may, at its expense and upon reasonable notice to GRANTEE, have audited all of the financial records of the GRANTEE, whether or not purported to be related to this Grant.

Moreover, any or all records of GRANTEE pertaining to matters covered by this Agreement are public records pursuant to Chapter 119, Florida Statutes, and GRANTEE hereby agrees to comply with the provisions of Chapter 119 with regard to such records.

2.9 CREDITS: The GRANTEE must include legibly the following credit designations in all news releases; print, radio and television advertising; publications; and programs related to the PROGRAM:



The credit designation/logos must be easily legible and/or audible. The words "Palm Beach County Board of County Commissioners" and a listing of the current board members is appropriate if there is room in the advertisement or publication.

2.10 LIABILITY AND INDEMNIFICATION: It is understood and agreed that the GRANTEE is merely a recipient of Grant Funds and an independent contractor and is not an agent, servant or employee of Palm Beach County, its Board of County Commissioners, or the Cultural Council of Palm Beach County. In the event a claim or lawsuit is brought against Palm Beach County, its Board of County Commissioners, or the Cultural Council

of Palm Beach County or any of their directors, officers, agents, or employees, the GRANTEE hereby agrees to indemnify, save, hold harmless, and defend said persons and entities from any such claims, liabilities, causes of action, and judgments of any type whatsoever, arising out of or relating to the performance or operation of this Agreement, the funding hereof, or GRANTEE's acts hereunder and the GRANTEE shall pay all costs, attorney's fees, and expenses incurred by the aforementioned entities or persons in connection with such claims, liabilities or suits.

2.11 ASSIGNMENT: The GRANTEE is not permitted in any manner to assign its rights or obligations under this Agreement, and any purported assignment will be void.

2.12 COMPLIANCE: The GRANTEE agrees to abide by and be governed by all applicable laws, including but not limited to Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time.

In entering into this Agreement, Palm Beach County does not waive the requirements of any state, county or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct the business or activity contemplated by the GRANTEE.

2.13 REMEDIES AND EXPENDITURE DEADLINE:

(A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the CULTURAL COUNCIL may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and neither the CULTURAL COUNCIL nor the COUNTY shall have any further funding

obligation to the GRANTEE under this Agreement. Furthermore, GRANTEE shall repay to CULTURAL COUNCIL all funds received by GRANTEE which did not result in cultural programs.

- (B) In the event that a program for which GRANTEE has received funds is canceled and not replaced with an approved revised program in accordance with Article 2.2, GRANTEE shall repay to CULTURAL COUNCIL all funds received by it for such canceled program.
- (C) The GRANTEE shall repay CULTURAL COUNCIL for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the CULTURAL COUNCIL for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by CULTURAL COUNCIL which shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by CULTURAL COUNCIL and GRANTEE agrees to be bound by CULTURAL COUNCIL's determination.
- (E) Grant Funds which are to be repaid to the CULTURAL COUNCIL pursuant to this Article are to be repaid by delivering to the CULTURAL COUNCIL a certified check for the total amount due, payable to *Cultural Council of*

Palm Beach County within ten (10) days of the CULTURAL COUNCIL's demand.

- (F) The above provisions do not waive any rights of the CULTURAL COUNCIL or preclude the CULTURAL COUNCIL from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the CULTURAL COUNCIL's right to be repaid in the event GRANTEE does not produce or complete this program which furthers and promotes Palm Beach County cultural development.

2.14 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE at the address specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

Cultural Council of Palm Beach County, Inc.
601 Lake Avenue
Lake Worth, FL 33460

2.15 CONTRACT REPRESENTS TOTAL AGREEMENT: This Agreement, including its special conditions, if any, and exhibits, represents the entire agreement of the parties. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties, and approved by appropriate action of the Cultural Council's Board of Directors.

2.16 NONDISCRIMINATION: Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach

County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

ARTICLE III

SPECIAL CONDITIONS

- 3.1 PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE's performance and CULTURAL COUNCIL's performance and obligation to pay under this Agreement are contingent upon an allocation of Palm Beach-County general revenue funds for the purposes and uses provided in this Agreement, the availability of these funds designated in COUNTY's annual appropriation for the purposes and uses described in this Agreement.

ARTICLE IV

- 4.1 AGREEMENT/APPROVAL AND AMENDMENT:** This agreement and all amendments thereto must be approved by the Board of Directors of the Cultural Council of Palm Beach County and shall not take effect until so approved.

ARTICLE V

- 5.1 PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor 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 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 PUBLIC RECORDS, ACCESS AND AUDITS: The GRANTEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE'S place of business.

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

The GRANTEE 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 (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 GRANTEE 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 GRANTEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

- D. Upon completion of the Agreement, the GRANTEE shall transfer, at no cost to the COUNTY, all public records in possession of the GRANTEE unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the GRANTEE transfers all public records to the COUNTY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically by the GRANTEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the GRANTEE to comply with the requirements of this section 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. GRANTEE 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'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@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6688.

IN WITNESS WHEREOF, the President and CEO of the Cultural Council of Palm Beach County has made and executed this Grant Agreement on behalf of the Cultural Council and Grantee has hereunto set its hand the day and year above written.

GRANTEE WITNESS:

By: _____
Signature

Name (Type or Print)

GRANTEE ORGANIZATION:

By: William Keeton
Signature

WILLIAM KEETON TREASURER
Name/Title (Type or Print)

(CORPORATE SEAL)

COUNCIL WITNESS:

By: _____

Name (Type or Print)

**CULTURAL
COUNCIL OF PALM BEACH COUNTY,
INC.:**

By: _____

Kathleen Alex, Interim CEO

Name of Organization: Palm Beach County Surfing History Project, Inc.

Project Name: Artistic Panel Procurement for Expansion of our Exhibit

Exhibit A

Our primary purpose for this grant is to increase our aluminum panel inventory in order to allow us to refresh our museum presentation on a regular basis with a larger variety of pictures that are the main way we tell the story of surfing in Palm Beach County. These panels are artistic and specialized in nature and are very difficult to create. Please note that we have hired a grant consultant and are in the process of hiring an Executive Director so that we have 5-6 days a week coverage at the museum. Our events typically draw 100 to 400 people and we plan to have regular events to draw people in the area. Since we capture attendees' zip codes we have solid metrics as to where we are drawing people from which will assist us and the Town of Lake Park in future planning. We also want to impact the community outside the museum by educating young school kids and teens about the benefits of healthy living and taking care of our water sources. Also, partnering with local surf camps, surfboard giveaways for local underprivileged kids and paddleboard events at Kelsey Park as well as regularly scheduled events for kids at the museum. We also want to advertise our presence with the hotels and businesses on the beach in order to draw on the seasonal visitors that come to the area and provide them with a unique experience regarding Palm Beach County. Through this public outreach we expect to bring thousands of visitors to Lake Park each year. We are going to establish a tour program with the recreation industry, hotels and schools to ensure a continuous and regular flow of people viewing the museum. We also have a line of unique products available for sale from canvas wraps of historical photos to clothing, books and other surfing related products. We also are going to establish a reading and research center where visitors can research the history of surfing and of Lake Park and Palm Beach County.

Organization Summary

Palm Beach County Surfing History Project, Inc.

Palm Beach County Surfing History Project, Inc.

Summary

335 Flagler Blvd.
Lake Park, FL 33403

Primary Contact: William Keeton
Website: <http://www.surfhistoryproject.org/>
Telephone Number: 561-312-6023
Organization Email: billkeeton@aol.com

Last Updated: 04/10/2018

Public Profile

Edit

> Contacts 3

> Inactive Contacts 0

Application and Grant History

DATE	PROCESS	PROJECT	TYPE	STATUS	GRANTED	PAID
01/23/2018	FY 2017/2018 Category CI Grant Application	Artistic Panel Procurement for Expansion of our Exhibit	One Time	Follow Up Complete	\$3,044.00	\$0.00
12/09/2016	FY 2016/2017 Category CI Grant Application	Exhibit Panel Production to allow us to increase the number of exhibits to reach more people	One Time	Follow Up Complete	\$2,657.00	\$0.00
Totals:					\$5,701.00	\$0.00

> Organization Documents 0

From: billkeeton <billkeeton@aol.com>
To: fredsalmon1 <fredsalmon1@me.com>
Subject: Fwd: RE: Palm Beach County Surfing History Project, Inc.
Date: Thu, Jun 23, 2016 4:24 pm
Attachments: Reimbursement Guidelines Cat CI FY 2015-16 F.pdf (4071K), Category CI-Reimbursement-Cover-Sheet FY15-16p.xlsx (22K), Category C-1 Summary-of-Expenses-Salary 15-16.xlsx (24K)

See below for total grant amount. It's a one to one we can make up the difference in other organizational expenses.

William C. Keeton, CPA billkeeton@aol.com 561-312-6023

From: Kate Rhubee <KRrhubee@palmbeachculture.com>
Date: Thursday, June 23, 2016
Subject: RE: Palm Beach County Surfing History Project, Inc.
To: billkeeton <billkeeton@aol.com>

Bill,

Hello, my name is Kate and I handle the reimbursements. I will be happy to assist you with this process.

Your grant award is \$6,841.00. It is a 1-1 match, but you only have to spend the \$6,841.00 to request the reimbursement for your program, the match may be in other expenditures or in-kind donations, and they do not need to be in the same category; it is based on an organizational total program expense of \$13,682.00 (including in-kind donations).

<https://www.palmbeachculture.com/our-impact/grant-programs/small-or-emerging-organizations/>

The above website link page will take you directly to your grant programs page, Under the Grantee Toolkit (right hand side) you will see the following:

Reimbursement Guidelines

Reimbursement Cover Sheet

Summary of Expense Sheet

Copies attached for your convenience.

You might want to print these before viewing the online webinar, as they will be referenced in the webinar.

As far as the guidelines go, I suggest you concentrate on the general requirements and only the specific details for your approved grant category; Outside Professional Services: Artistic.

The guidelines detail the required back up documentation for the different types of expenses, but feel free to call if you have any questions.

Often, the new grantees fill out a draft of the forms, include the back up documents, scan them and e-mail to my attention for comments and suggestions prior to submission; feel free to do so.

Any questions, please contact me via e-mail or telephone, my schedule is Tue-Thur and partial day Friday.

Look forward to assisting you,

Kate

Kathryn Rhubee

Grants Administrator

Cultural Council of Palm Beach County

601 Lake Avenue

Lake Worth, FL 33460

PalmBeachCulture.com

Email: KRhubee@palmbeachculture.com

Direct line: (561) 214-8087

Main number: (561) 471-2901

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@01CF3463.315
403F0



April 23, 2018

To Whom It May Concern:

The Palm Beach County Surfing Project is a current member of the Florida Association of Museums through February 1, 2019.

The Palm Beach County Surfing Project has been a member in good standing since February of 2017.

If you have any questions, please feel free to contact me at (850) 222-6028.

Best,

Malinda J. Horton

Malinda J. Horton
Executive Director

P.O. Box 10951
Tallahassee, Florida 32302
p.850.222.6028
f.850.222.6112
www.flamuseums.org
fam@flamuseums.org

ACKNOWLEDGMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

- Addendum #1, Dated _____
- Addendum #2, Dated _____
- Addendum #3, Dated _____
- Addendum #4, Dated _____
- Addendum #5, Dated _____
- Addendum #6, Dated _____
- Addendum #7, Dated _____
- Addendum #8, Dated _____
- Addendum #9, Dated _____
- Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.
Offeror Name

Tom Warnke
Signature

TOM WARNKE, EXECUTIVE DIRECTOR
Name and Title (Print or Type)

4-28-18
Date

OFFEROR'S CERTIFICATION

I certify that this proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 37 inclusive of this Request for Proposals as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:

Tom Warnke

TITLE:

EXECUTIVE DIRECTOR

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

TOM WARNKE

ADDRESS:

738 PARK AVE., LAKE PARK, FL 33403

PHONE NO:

(561) 236-0155

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Offerors must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of the Town of Lake Park or the Town of Lake Park Community Redevelopment Agency.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5 percent in the Offeror's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

to the best of our knowledge, the undersigned Offeror has no potential conflict of interest due to any other Municipalities, Counties, contracts, or property interest for this Proposal.

The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other Municipalities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.
Offeror Name

Tom Warnke
Signature

TOM WARNKE, EXECUTIVE DIRECTOR
Name and Title (Print or Type)

4-28-18
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.
Offeror Name

Tom Warnke
Signature

TOM WARNKE, EXECUTIVE DIRECTOR
Name and Title (Print or Type)

4-28-18
Date

DRUG-FREE WORKPLACE

PALM BEACH COUNTY SURFING & HISTORY PROJECT, INC. is a drug-free workplace and has

(Offeror Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

PALM BEACH COUNTY SURFING & HISTORY PROJECT, INC.

Offeror Name

Tom Warnke

Signature

TOM WARNKE, EXECUTIVE DIRECTOR

Name and Title (Print or Type)

4-28-18

Date

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared TOM WARNEKE, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is EXECUTIVE DIRECTOR of PALM BEACH COUNTY SURFING, the Offeror that has submitted a Proposal to perform work for the following: HISTORY PROJECT

RFP No.: 104-2018 Title: LEASE PROPOSAL FOR 800 PARK AVE. BUILDING.

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such RFP.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the RFP and lease for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP and lease, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town or any person interested in the proposed contract.

Tom Warnke
Signature

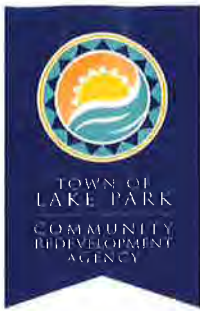
Subscribed and sworn to (or affirmed) before me this 28th day of April 2018, by Tom Warnke, who is personally known to me or who has produced Florida Drivers License as identification.

SEAL



Notary Signature [Signature]
Notary Name: Danielle Outly
Notary Public (State): Florida
My Commission No: GG017872
Expires on: Oct 1, 2020

TAB 4



CRA
Agenda Request Form

Meeting Date: June 6, 2018

Agenda Item No.
Tab 4

Agenda Title: Adoption of the Mission and Vision Statement for the Town of Lake Park Community Redevelopment Agency

- [] Consent Agenda
[x] Discussion/Possible Action
[] Presentation
[] Resolution
[] Other

Approved by Executive Director: [Signature] Date: 5-14-18

Name/Title: ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR

Table with 3 columns: Originating Department (Human Resources), Costs (\$ -0-), Attachments (Lake Park Community Redevelopment Agency Mission and Vision Statement Proposed by the Treasure Coast Regional Planning Council)

Summary Explanation/Background:

At the March 7, 2018 meeting of the Community Redevelopment Agency (CRA) Board, Dr. Kim Delaney, Director of Strategic Development and Policy for the Treasure Coast Regional Planning Council, presented the Market Study and Branding Analysis for the CRA/Town of Lake Park. As part of her presentation, Dr. Delaney provided the following information regarding the purpose of a mission statement and of a vision statement:

"A mission statement describes an organization's purpose and reason for existence. It answers these questions:

Why do we exist?
What is the CRA for?

A vision statement expresses an organization's optimal goal - as it would appear in a future successful state. It creates a mental image of the future state the organization wishes to achieve and provides strategic direction to get there:

Where are headed?
When we have succeeded, what will that look like?"

As part of her presentation, Dr. Delaney also proposed several descriptive terms that could be used in developing the Mission and Vision statements for the CRA, which are as follows:

Vibrancy
Livability
Entrepreneurialism
Innovation
Authenticity

Such terms as they pertain to the CRA are more fully described in the attachment.

Dr. Delaney proposed the Mission Statement and Vision Statement for the CRA that is set forth in the attachment.

The purpose of this agenda item is to discuss and adopt a Mission Statement and a Vision Statement for the CRA. Staff recommends that the Mission Statement and Vision Statement proposed by the Treasure Coast Regional Planning Council be adopted.

Recommended Motion: I move to adopt for the Town of Lake Park Community Redevelopment Agency the Mission Statement and Vision Statement as proposed by the Treasure Coast Regional Planning Council.

LAKE PARK CRA



LAKE PARK CRA

MISSION STATEMENT

The Lake Park Community Redevelopment Agency (CRA) is dedicated to revitalizing Lake Park's Downtown District to create a distinctive center for arts, culture, and economic innovation for the Town and surrounding areas.

VISION STATEMENT

We envision a unique, connected, sustainable downtown district that celebrates its authenticity, cultural and artistic diversity, and vibrant economic success and contributes to the overall quality of life in the Town of Lake Park.

LIVABILITY - ENTREPRENEURIAL SPIRIT - AUTHENTICITY - VIBRANCY - INNOVATION

TAB 5



**CRA
Agenda Request Form**

Meeting Date: June 6, 2018

Agenda Item No. Tab 5

Agenda Title: Discussion on Economic Development Incentives

- | | | | |
|--------------------------|------------------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORT | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | OLD BUSINESS | <input checked="" type="checkbox"/> | NEW BUSINESS: |
| <input type="checkbox"/> | DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/> | OTHER |

Approved by Executive Director:  **Date:** 5-25-18

John O. D'Agostino, Executive Director

Name/Title

Originating Department:	Costs: \$	Attachments: • Discussion Points Paper
	Funding Source:	
	Acct. #	
	<input type="checkbox"/> Finance _____	

Summary Explanation/Background: In order to move the incentive discussion forward, I have provided the attached document for discussion. The objective would be to establish a policy that would provide incentives to businesses in the CRA, but require the business receiving the incentive to meet conditions that required assurances or guarantees to the Town and or the CRA.

Recommended Motion: No motion is necessary, but Staff is looking for direction from the CRA Board of Directors.

Discussion Points

Economic Development Incentives:

The objective of any economic incentive policy is to:

Increase the tax base, create jobs and stimulate the local economy by encouraging new business activities or expansion of existing business activities within the Town of Lake Park's Community Redevelopment District (CRA).

Incentives:

Incentives are Grants for eligible projects, loans or loan guarantees. The purpose is to leverage Public Incentive funds with outside money (non-municipal funds) to permit the project to move forward. Private sector funding can be integrated with Federal, State and or County Economic Development if the project is eligible as part of a complete economic incentive package. The total amount from all non-municipal incentives must be greater than Fifty percent of the total funding required for the project.

Public Sector incentives must stimulate the local economy by providing funding that result in the expenditures of construction capital or an increase in money from the purchase of goods and services, an increase in payroll dollars that circulate in the local CRA economy and result in an expansion of the tax base for the CRA. It is imperative for the CRA to diversify the mix of businesses that make Lake Park more attractive for residential and economic development projects to move forward. The motivating factors for why businesses locate, relocate or expand in Lake Park must include the following principals; businesses want a location that offers a strategic business advantage in relationship to their peers, a high quality of life, good schools, appealing neighborhoods and the lowest possible financial exposure. In effect, businesses want to put at risk as little of their own money as possible to expand their business and maximize profits. We must balance this equation with reasonable guarantees and equity from the businesses.

In the case of Lake Park, low property values continue to limit spending in both the CRA and the Town of Lake Park. More than ever, we want to maximize the benefits associated with limited financial incentives and to protect public funding for private development projects.

We must balance financial risk with significant new economic development opportunities otherwise economic development may not occur or will occur over an extended period in Lake Park. This makes viable public-private partnerships that balance the risk among the participants the preferred method for municipalities wanting to be actively engaged in promoting economic development. Therefore, we must use local public funding as judiciously as possible. We must balance this objective with an understanding that some assistance will spur a certain amount of development activity, expand the tax base and provide other economic development opportunities. Without incentives, projects will be limited and correspondingly available prospects to Lake Park will be restricted.

- **The first objective** our policy should require the use of outside money (non-municipal) before contemplating financial incentives from the Town. Those seeking public funding must first identify private sector funding, state and federal funding including grants and private sector loan funds. Lake Park's implementation of a loan, grant and or loan guarantee program must be

provided only after sufficient proof is provided that the business owners have met the first objective and that Fifty percent of the private funding is secured.

The extent of public sector incentives must correspond to the amount of return on the town's investment. The project must demonstrate an increase in tax revenue, an increase in the number of employment positions created the amount of new dollars flowing into the local economy from the business, etc. If Lake Park undertakes this initiative, it must do so by securing the equity again loans or loan guarantees. Grant funding must include an assessment of how likely the project will be completed and operational. I would recommend that depending on the grant dollars, the business must be in operation for a specified time. For example; \$25,000 grant, the business must be continuously operated for five years, \$50,000 the business must be continuously operated for Ten years and so on. To be most effective, the Town should have the ability to package and combined resources from various sources including the business' equity contribution towards the project.

- Outside resources must be identified and secured before municipal participation can be considered. When evaluating how to promote recruit and or expand new and existing businesses, the financial risk for the CRA must be equal to or less than the private financial risk of the business.
 - What is the intended goal or benefit to the public?
 - Is the benefit to the public Speculative? Alternative? And or Measurable?
 - What is the probability that the public interest will be served and to what degree?
 - There must be a reasonable relationship between the public interest achieved and the means chosen to achieve the overall purpose. Another words the public funding must be proportional to the return on investment, the increase to the local economy, the number of jobs created etc.
- Incentive programs can be established by resolution and therefore can change over time. Conversely, incentives c established by ordinance, requiring a first and second reading which will take time to implement and more difficult to adjust overtime as economic conditions change.

The Criteria to be consider as well as developing measurable outcomes:

- Degree to which the development may potentially stimulate other desirable economic development or redevelopment activities.
- Contribution the development will make toward increased employment and earnings within the CRA including the number of quality jobs created.
- Increase in property tax revenue that result from the development.
- Increase in sales tax and other fee revenues including BTR revenues from the development.
- The potential of development for other business activity expansion and additional job creation.
- Preservation of key historical or architecturally significant buildings or sites.
- The extent to which additional direct or indirect public costs to the Town and Town Departments would be necessary, such as the cost of extending public infrastructure, facilities or municipal services.

Other public benefits for which performance standards are NOT easily measured include:

- Likelihood that the proposed development would not occur in the absence of economic development incentives?

- The Extent to which the proposed development satisfies a desired or unique niche in the marketplace and helps with the diversification of the local economy?
- Beneficial impacts the development may have on a particular section of the CRA including areas needing revitalization or redevelopment by filling in empty commercial space.
- The compatibility of the location of development with land use and development plans as part of the Town's Comprehensive plan, including the consideration of availability of essential public services.

Whatever incentives are established must ensure that the project will be completed. Therefore, a written contract will be required between the developer/owner and the CRA or the Town of Lake Park. The contract will come before the CRA Board and or the Commission at a duly posted public meeting of each or both entities. If the contract moves forward, a vote authorizing the Mayor and or the Chairman of the Board of Directors of the CRA to sign such agreement must happen.

In the case of upfront grants or loans, the incentive agreement should be backed by supplemental written documents to reasonably guarantee developer performance and to collateralize the financial participation of the Town should the project default or fail to meet the above-mentioned criteria. The purpose will be to ensure the ratio of municipal financial participation to the project is equal to or lower than the level of other source financing/participation (See above) to the public incentive investment approved.

Incentive Structure:

Incentives can be outright grants to eligible projects, loans or loan guarantees. The incentive is paid through either an upfront loan or a grant, and only after certain conditions, are met. The after-the-fact method is easier to structure. Compliance with a defined performance standard is verified before payment is made. I.e. invoices are received and verified before payments are made to the developer(s). Incentives can be structured as a payment to the project based on a percentage of municipal revenue derived and collected from the project that would not otherwise have been collected if the development project had not been completed. May be difficult to calculate.

The after-the-fact incentives are not counted as equity in a project and does little to address **gap-financing**. Closing GAP financing for developers can be challenging and required before economic development projects can move forward. How do we address this issue? When GAP financing cannot be avoided and as a result, prevents the project from moving forward, the Town may want to consider upfront grants or loans to developers. This arrangement will require a more complex agreement between the CRA, the Town and the Developer. To ensure compliance, the Town will need reasonable guarantees that: (1) the project will materialize; (2) the loan or grant must be proportional to the level of private investment and (3) remain in place for a period relative to the level of initial public investment. For example the larger, the grant the longer the guarantees remain in effect. A claw-back provision maybe required for larger public investments over a certain dollar amount. Equity must be secured from the private investor in the form of a letter of credit or an equivalent amount of funds deposited in a bank and co-signed by the Town.

Security mechanisms must accompany such grants/loans to provide reasonable assurance that, if the publically assisted project does not produce the anticipated benefits the municipality has recourse to recover its investment in the project. The upfront incentive assistance is structured as a deferred

forgivable loan from the city. The larger the loan the greater the forgivable period. The forgivable loan is accompanied by a loan agreement, promissory note and or mortgage to ensure that the public investment is recoverable if the developer fails to meet his/her obligations.

Outside incentive resource links:

<https://www.flgov.com/financial-incentives/>

<http://edr.state.fl.us/Content/presentations/economic-development/FLFinanciallyBasedEconDevTools-ROI.pdf>

<https://www.enterpriseflorida.com/why-florida/business-climate/incentives/>

<http://www.blsstrategies.com/florida-incentives>

<http://edr.state.fl.us/Content/local-government/economic-development-incentives/index.cfm>

Conclusion:

Economic incentives can be an effective tool for Lake Park, if carefully developed, structured and implemented. Incentives should be used prudently after extensive vetting and due diligence by the Town Staff. Publically funded incentives may be granted either in the form of grants or loans. The structure of any incentive must have a public benefit that is proportional to the level of investment of public funds. Eligibility for incentive participation must not be arbitrary and must treat all members of the business community in a fair and equitable manner under similar circumstances. The Town may grant incentive to developers upfront or after certain performance, standards have been met. Security mechanisms should accompany upfront incentives to ensure developer performance and to collateralize the public incentive investment.