



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 17, 2019,
Immediately Following the
Budget Meeting
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town 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 PRESENTATIONS/REPORTS:** 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 Town 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. Regular Commission Meeting Minutes of June 19, 2019 Tab 1
2. Marina Visioning Workshop Minutes of June 26, 2019 Tab 2
3. Regular Commission Meeting Minutes of July 3, 2019 Tab 3
4. Resolution No. 53-07-19 Support for the Creation of a Community Redevelopment Agency within the Village of Palm Springs, Florida. Tab 4
5. Authorizing the Mayor to Sign the Application Letter to Register the New Domain Name of LPFL.GOV for the Town of Lake Park. Tab 5

F. BOARD MEMBERSHIP:

6. Nomination of Lupe Lawrence for Re-appointment to the Library Board as a Regular Member. Tab 6

G. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

7. Ordinance No. 05-2019 Amending Chapter 28 of the Town Code Repealing Article V Entitled “Economic Development Ad Valorem Tax Exemptions”. Tab 7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES BY REPEALING ARTICLE V ENTITLED “ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS; AND SECTIONS 28-251 TO 28-260 AS CODIFIED THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

H. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: None

I. NEW BUSINESS:

8. Designation the Town’s Voting Delegate for the 2019 Annual Conference of the Florida League of Cities. Tab 8
9. Resolution No. 54-07-19 Authorizing the Town Manager to Approve a Work Order with NZ Consultants in the Amount of \$34,890 for the Preparation of a Parking Study for the Park Avenue Downtown District. Tab 9
10. Resolution No. 55-07-19 Authorizing & Directing Mayor to Execute the Grant Agreement for the Resilience Planning Grant from the Florida Department of Environmental Protection to Create a Stormwater Master Plan. Tab 10
11. Resolution No. 56-07-19 Amendment to the Agreement with My PR Guru for the Development and Implementation of a Crisis Communications Strategy to Combat Crime Perceptions. Tab 11

J. PUBLIC COMMENT:

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K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. REQUEST FOR FUTURE AGENDA ITEMS:

M. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, August 7, 2019

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No. *Tabl*

Agenda Title: Regular Commission Meeting Minutes of June 19, 2019

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* Date: *7-2-19*

Vivian Mendez, Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes Exhibits "A"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case. Please initial one.

Recommended Motion: To approve the Regular Commission meeting minutes of June 19, 2019.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, June 19, 2019,
Immediately Following the
Street Lighting Workshop,
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town 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 PRESENTATIONS/REPORTS**

1. Proclamation Proclaiming June 27, 2019 as National HIV Testing Day.

Tab 1

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 Town 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.

2. Regular Commission Meeting Minutes of June 5, 2019. Tab 2

F. BOARD MEMBERSHIP:

3. Nomination of Darryl Rudolph for Appointment to the Tree Board as a Regular Member. Tab 3

G. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

None

H. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

4. Ordinance No. 03-2019 Regulating and Restricting the Hours and Days that Major Construction Work can be conducted in the Town. Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV, SECTION 10-154(5) OF THE LAKE PARK CODE REGULATING AND RESTRICTING THE HOURS AND DAYS THAT MAJOR CONSTRUCTION WORK CAN BE CONDUCTED IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE

I. NEW BUSINESS:

None

J. 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 Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. REQUEST FOR FUTURE AGENDA ITEMS:

M. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, July 3, 2019



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, June 19, 2019, 6:50 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June 19, 2019 at 6:50 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, and Roger Michaud, Town Manager John O. D'Agostino, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Commissioner Michaud led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS:

1. Proclamation Proclaiming June 27, 2019 as National HIV Testing Day.

Ms. Pierett, President of Haiti Cholera Research Funding Foundation accepted the Proclamation. She encourage everyone to be tested on June 27, 2019. She praised Vice-Mayor Glas-Castro for her involvement in the Haitian community. She explained that the Foundation was able to donate a small Library in a community in Haiti. She thanked the Vice-Mayor and the Commission for their support.

PUBLIC COMMENT:

Mr. Lesly Berry introduced himself and provided the Commission with a handout pertaining to suggested ideas on how the Foundation and Town could collaborate on next year's Haitian Flag-Day Celebration (see Exhibit "A"). Mayor O'Rourke stated that several of the Commissioners enjoyed attending this year's event. He stated that Town staff could work with Mr. Berry. Vice-Mayor Glas-Castro stated that this was the perfect time for him to come to the Commission since they would begin budget workshops in the near future and could seek if fund were available in the upcoming fiscal budget. Town Manager D'Agostino mentioned that the Town has a grant program that the Foundation could apply for next year. Mayor O'Rourke stated that the Town was interested in working together to make it a bigger event. Town Manager D'Agostino explained how Mr. Berry could apply for the Town Grant Making Program.

CONSENT AGENDA:

2. Regular Commission Meeting Minutes of June 5, 2019.

Motion: Vice-Mayor Glas-Castro moved to approve the Consent Agenda; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		

Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

BOARD MEMBERSHIP:

3. Nomination of Darryl Rudolph for Appointment to the Tree Board as a Regular Member.

Motion: Commissioner Linden nominated Darryl Rudolph for Appointment to the Tree Board as a Regular Member; Commissioner Michaud seconded the nomination.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

Town Manager D'Agostino clarified that it was a five (5) member Board and three (3) members establish a quorum. Commissioner Linden asked if the Board could begin meeting or did they need to wait until five (5) members are appointed. Town Clerk Mendez stated that once the third member submits their required documentation training of the Board members would begin. She explained that staff would train the Board members, establish dates for the meetings, and generate the agendas.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING: None

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

4. Ordinance No. 03-2019 Regulating and Restricting the Hours and Days that Major Construction Work can be conducted in the Town.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV, SECTION 10-154(5) OF THE LAKE PARK CODE REGULATING AND RESTRICTING THE HOURS AND DAYS THAT MAJOR CONSTRUCTION WORK CAN BE CONDUCTED IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE

Motion: Vice-Mayor Glas-Castro moved to approve Ordinance No. 03-2019 on second reading; Commissioner Michaud seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

Attorney Baird read the Ordinance by title only.

NEW BUSINESS: None

PUBLIC COMMENT: None

FUTURE AGENDA SUGGESTIONS: None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird explained that he spoke with Mr. Ernest McFarlan from the Department of Justice Attorney regarding the Town's voting system. He explained that Mr. McFarlan was obtaining the opinion of his supervisor, but felt that there may be a path for the Town to return to its former system of voting. He suggested to Mr. McFarlan to schedule time with the individual Commissioners and the Town Manager and learn some things about the progress the Town made in implementing the recommendations made by the Department of Justice. He felt that this evenings Haitian Flag Day presentation was an example of the great progress the Town has made and would like Mr. McFarlan to experience for himself. He described the strong relationship the Town has formed with the Haitian Church to Mr. McFarlan. Attorney Baird felt that Mr. McFarlan expressed sincere understanding of the situation. He stated that the Department of Justice, through the courts, retains jurisdiction to enforce the terms of the Consent Decree, which appears to have conflicting language that opens the door to return to the At-Large voting system. He expects to have additional conversations with Mr. McFarlan in the near future.

Town Manager D'Agostino told stories about his vacation in Ireland. He provided updates on the 801 Park Avenue property. He stated that the Town would not be moving forward with the text amendment for the property. Mayor O'Rourke asked about the vacant parcel on the property with an expired site plan. Town Manager D'Agostino responded, "That is correct". He explained that the development order on the vacant property has expired, which means that they would have to come back through the process to develop on the property.

He provided an update on the Interlocal Agreement with Palm Beach County for development of phase two of the US-1 Corridor project. He painted a picture of what the development of that property could financially mean to the Town. Vice-Mayor Glas-Castro asked if the millage rate would be reduced. Town Manager D'Agostino stated that the millage rate would be reduced once the Town begins to receive revenue for the

development projects on the US-1 Corridor. He discussed the Marina Visioning Workshop scheduled for June 26, 2019.

He announced that there are Town Committee openings. He explained the bio-swale drainage issues on 10th Street and the possibility of adding Stormwater staff to maintain the drainage. He stated that there has been no remarks back from the State regarding the Lake Shore Drive drainage project. Vice-Mayor Glas-Castro asked if the State had pushed it off to FEMA (Federal Emergency Management Agency). Town Manager D'Agostino stated "yes".

He announced the Back to School Extravaganza scheduled for Saturday, August 10, 2019, in the Town Hall parking lot, from 10:00 a.m. until 1:00 p.m. Staff are collecting donations to fill backpacks. The event would include food, face painting, haircuts, and more. There are also sponsorship opportunities available by contacting the Special Events Department.

He announced the Red, White and Blue Sunset Celebration taking place on Friday, June 28, 2019 at the Harbor Marina from 6:00 p.m. – 9:00 p.m. "Solid Brass" would be performing.

Mayor O'Rourke asked each Commissioner to explain which Florida League of Cities Committee they serve.

Vice-Mayor Glas-Castro has served seven-years on the Municipal Administration Policy Committee. She serves as the Vice-Chair of the Committee. This Committee discusses short-term vacation rentals, medical marijuana, public records, and free zones in parks. The first meeting was a brainstorming session. It also included a general Home Rule conversation. She was not sure which topic would be the priority for the Committee this session, since each topic was significant.

Commissioner Linden sits on the Transportation Committee, where they discussed autonomy vehicles and the different levels. He explained that in the City of Orlando there was a two-mile stretch of the Florida Turnpike in which autonomy vehicles could be tested. He stated that the Committee also discussed scooters, train and train stations.

Town Manager D'Agostino and Commissioner Michaud are on the Land Use & Economic Development Committee. Town Manager D'Agostino explained that last year the discussion was focused on Community Redevelopment Agency (CRA) and the proposed legislation that did not pass. He explained that this year they discussed declarations of natural disasters or emergencies. He explained that if the declaration of an emergency were not related to natural disasters, developers would still be allowed an additional six-months to complete their projects. The discussion by the Committee was that not all declarations affect developers. The Committee also discussed expansion of municipal boundaries. The larger municipalities have an advantage for expansion over smaller municipalities.

Mayor O'Rourke has served two-years on the Utilities, Natural Resources, and Public Works Committee. He stated that the Committee focused on the water issues throughout

the State. They discussed the red tide, the green algae, and funding of these issues. He commended the Commissioners for taking part in these Committees.

Commissioner Linden asked when the group photo would be taken. Town Clerk Mendez stated that no rescheduled date has not determined. Commissioner Linden reported on attending the Community Watch Meeting. He encouraged local businesses to attend the Business Breakfast each Tuesday morning at the Brew House Gallery. He announced the Diversity Council Meeting on Thursday, June 20, 2019 at 9:30 a.m. in the Commission Chamber of Town Hall.

Commissioner Flaherty asked for an update on the historic building by the post office. Town Manager D'Agostino stated the property owner was working with Community Development on development of that property. He also provided an update on 754 Park Avenue, stating that they are in the demolition permit stage of their project.

Commissioner Michaud asked for an update on the property on the corner of 10th Street and Park Avenue. Town Manager D'Agostino stated that all of those properties are currently in discussion with developers to purchase the properties. The vision was to create a mixed-use development on the property with commercial on the bottom level and residential units on the top level. Commissioner Michaud announced that the Lake Park Kiwanis Club meets on the second and fourth Thursday of each month at The Draft House on US-1. They are looking for more members. For more information go to www.kiwanislakepark.com. He stated that the Friends of the Library are also looking for new members and meet at the Lake Park Public Library on the first Tuesday of each month.

Mayor O'Rourke announced Vice-Mayor Glas-Castro as the winner of the Home Rule Hero Award.

Vice-Mayor Glas-Castro explained how anyone could stay informed and be active in the legislation. She announced that the Legislative Session starts in January 2020, which means that the Committees begin their meetings in September 2019. Town Manager D'Agostino stated that staff place discussion of legislation on the agenda. He suggested that the Town request a significant project, versus a smaller project. Vice-Mayor Glas-Castro suggested reaching out to the local delegation representatives early. She asked what the Town was doing regarding the 2020 Census. Community Development Director Nadia DiTommaso explained that staff has been working with Kevin Andrews from Palm Beach County for outreach materials in several languages. Staff would also be attending the Palm Beach County Count Committee meeting on Tuesday. She explained that there was a section of the Town with a very low response rate. She stated that staff would use its normal methods for outreach, including the Town's website, constant contact, and collaboration with the Palm Beach County in outreach efforts. Vice-Mayor Glas-Castro announced that on Friday, June 28, 2019 after the Sunset Celebration there would be a band playing at the Brew House Gallery beginning at 10:00 p.m.

Mayor O'Rourke participates in many environmental committees throughout the County. He stated that the Palm Beach North Chamber Environmental Sub-Committee was working on ways to help the environment.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Glas-Castro and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:23p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2019

Exhibit "A"

FAITH BASED COMMUNITY LEADERS

Inviting you at

HAITIAN FLAG-DAY CELEBRATION



**PROPOSAL FOR THE CITY OFFICIALS TO JOIN WITH US
TO MAKE A MORE GRANDIOSE FLAGDAY CELEBRATION**

- I.-) City can help by allocating funds to make it more grandiose
- II.-) City could easily invite the bikers (the league) registered with the City,
students at school of karate registered with the City
 - b.- We could have a parade with the Sheriffs on moto, horses leading the show
followed by bikers, karate students in uniform, 1 marching band, 2 or 3 cheerleaders
groups
 - c.- Travel lane would be : The Mayor gives the kick off from the Municipality Parking
(Town Hall & Library) parading down Seminole Blvd, take the right on Crescent Dr.,
Turn left into the alley leading to the Officials Stand and finishes on the Soccer field.
- III.-) We still start at 3:00 pm so we can make it to the Official Stand by 3:30pm where
The others Commissioners would already be waiting to continue with program as usual.

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No.

Agenda Title: June 26, 2019 Marina Visioning Workshop Minutes.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* **Date:** 7-9-19

Name/Title *Shaquita Edwards, Deputy Town Clerk*

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct.: <input type="checkbox"/> Finance _____	Attachments: - Minutes - Exhibits "A-B"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>S.E.</u> Please initial one.

Recommended Motion: To approve the June 26, 2019 Marina Visioning Workshop Minutes.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Marina Visioning Workshop
Wednesday, June 26, 2019, 6:00 P.M.
Commission Chamber, Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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- A. CALL TO ORDER/ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. SPECIAL PRESENTATIONS/REPORTS
 - 1. Marina Visioning Workshop Discussion Item.

Tab 1

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 Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

ADJOURNMENT:



Minutes
Town of Lake Park, Florida
Marina Visioning Workshop
Wednesday, June 26, 2019, 2019, 6:00 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Marina Visioning Workshop on Wednesday, June 26, 2019 at 6:02 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, Roger Michaud, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed roll call and led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS:

1. Marina Visioning Workshop Discussion Item.

Town Manager D'Agostino explained the purpose of the discussion, history of the Lake Park Marina, the boat trailer and vehicular parking area along US-1, and the possibility of a private/public/partnership. He explained that Community Development Director DiTommaso would provide a presentation, as well as the Ellyn Bogdanoff, Town Lobbyist with Becker & Poliakoff.

Community Development Director DiTommaso presented to the Commission (see Exhibit "A"). Town Lobbyist Ellyn Bogdanoff presented regarding Public-Private Partnerships to the Commission (see Exhibit "B").

Town Manager D'Agostino explained that the Lake Park Harbor Marina would remain open to the public. He explained that the Marina has suffered from deferred maintenance, and the importance of bringing the Marina up to standard.

Vice-Mayor Glas-Castro provided a brief history of the Marina, she explained that the Marina began as a small Town-serving Marina. She explained that according to the use of annual passes and boat slip rentals, Town residents were not primary customers of the Lake Park Harbor Marina. With reference to the 2006 Marina Bond and Florida Inland Navigation District Grant Program, she asked if the Town was prohibited in further modifying the Marina. Town Manager D'Agostino explained that he did not have an answer, but that he would provide one at a later date. Vice-Mayor Glas-Castro referred to the Marina's peninsula and inland parcels, she questioned what sections were subject to restrictions and reverter clauses. Town Manager D'Agostino provided examples as related to possible reverter clause. Town Attorney Baird explained that the reverter clauses may be specific to public parks and boat ramps. He explained that Public-Private Partnerships would require the Town to retain Consultants (e.g. Design Professionals, and Architects). He suggested that the Town conduct research to ensure that the property could be used for the desired purpose. Discussion ensued regarding the Marina's history, the process of Public-Private Partnerships, and desired vision for the Marina.

Mayor O'Rourke reviewed a list of objectives for the Marina as followed: Facility Management (e.g. Stationary Boat Docks), boat-slip spaces for large vessels, and improvements to overall quality of life. Commissioner Michaud questioned the possibility of private management at the Marina. Town Lobbyist Bogdanoff explained that the Commission would need to determine a concrete vision for the Marina. She provided the examples of public accessibility, and desired parameters. Commissioner Linden questioned if there was a nearby Resort-Style Marina to reference as an example. Town Lobbyist Bogdanoff explained that she was uncertain, and could conduct research to provide the information at a later date. Commissioner Linden expressed concerns regarding the benefit to Town of Lake Park residents as related to a resort-style Marina. Town Lobbyist Bogdanoff explained that the benefits would depend on public accessibility, desired amenities and objectives. Discussion ensued, Town Lobbyist Bogdanoff provided additional examples of Public-Private Partnerships. Commissioner Michaud questioned if the Town should be aware of specific difficulties as related to Public-Private Partnerships. Town Lobbyist Bogdanoff explained that the Town would encounter difficulties, and recommended that the Town hire professionals to help navigate the process. Commissioner Flaherty expressed concerns regarding the Marina, and suggested that the Town focus on structural improvements and expansion opportunities. Discussion ensued regarding facility management, deferred maintenance, budgetary constraints, and lack of resident use of the Lake Park Harbor Marina.

Town Manager D'Agostino asked the Commission to share desired amenities and objectives for the Marina. Vice-Mayor Glas-Castro suggested the following: restaurant, pool, showers, and nice restrooms. Commissioner Flaherty suggested the following: reasonable rates for all, improvements to dry-docks/fueling station, additional floating docks, and a Marina convenience store. Commissioner Linden suggested the following: restaurant, and entertainment complex/destination Marina. Commissioner Michaud agreed with the following suggestions: restaurant, pool, entertainment, and discounted annual rates for Town of Lake Park residents. Commissioner Michaud commented that the Commission needed to solicit feedback from residents. Vice-Mayor Glas-Castro commented that security, convenience shopping, and shuttle services were suggestions brought to her attention.

PUBLIC COMMENT:

Dean and Shana Phelan, Town residents, suggested that the Town Commission consider the commercial businesses that operate at the Lake Park Marina. Mrs. Phelan explained that they owned a scuba diving business that serviced approximately 8,000 people last year. Mr. Phelan explained that he was a member the Florida Fish and Wildlife Conservation Commission Boating Advisory Council. He informed that the Advisory Council had recently met in Bradenton, Florida regarding Marina Improvements and Visioning. He encouraged the Commission to contact the City of Bradenton, Florida regarding their Marina Public-Private Partnership. Mayor O'Rourke thanked the Phelans' for their comments.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird announced that the Department of Justice would requested to visit the Town in late July or early August to interview the Commission, Boards and or Interest Groups regarding the Town of Lake Park Voting Process.

Town Manager D'Agostino announced that the next workshop date would be determined at a future Regular Commission Meeting.

Commissioner Linden had no comments.

Commissioner Michaud announced that the Commission needed to solicit feedback from residents.

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro announced that security, convenience shopping, and shuttle services were suggestions brought to her attention

Mayor O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the Commission the meeting adjourned at 7:52 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Shaquita Edwards, MPA, CMC

Town Seal

Approved on this _____ of _____, 2019

Exhibit "A"

Re-inventing and Re-imagining the Lake Park Harbor Marina



Town Commission Workshop
Town Hall Commission Chambers
June 26, 2019 – 6:00pm



LOCATION MAP



Existing Conditions

- ✓ Marina design is not conducive to maximize slip revenue. Slips are designed such that the location of the slips limit the size of boats. Some slip locations render them unusable. We are not maximizing slip size to boat size because of the design of the Marina.
- ✓ Current buildings on site are not designed for conducive marina operations, requiring a substantial investment in the redesign and construction of suitable buildings designed to support the operations of a resort-style Marina.
- ✓ Boat ramp relocation is required given the adjacent Mixed-Use Development project. The current boat ramp location, if left unchanged, will result in access issues for residents, visitors and the boating community.

Existing Conditions

- ✓ Reserved parking for Marina employees, customers and the general public is required if we continue to attract the general public to the waterfront.
- ✓ With minimal amenities, boaters are looking for other competitive options (with amenities) and not at the Lake Park Harbor Marina.
- ✓ Deferred maintenance has taken its toll on existing Marina infrastructure including: buildings, docks, fuel station and the two boat ramps (one location).
- ✓ A significant investment is needed to bring the Marina up to standard. Riviera Beach invested a significant amount of funding (which included grants) to upgrade their Marina. The Town's current layout of the Marina is not conducive for a restaurant, retail shops and other desirable amenities, without a complete redesign.

What makes a Marina successful?

**Services
and
Amenities!**

(you want your guests to keep coming back)

Some Marina Services to Consider:

- Adequate berths for a variety of the boats
- Short- and long-term berthing options
- Electricity and water
- Air-conditioned washrooms and showers
- Onsite laundry services
- Professional yacht services (electronic engineers, riggers, etc.)
- Onsite fuel services
- 24-hour manned and CCTV security
- Onsite refuse, gray, and black water disposal
- Onsite customs and immigration (for marinas that attract international travelers)
- Complete boat storage services
- And much more

Some Marina Amenities to Consider:

- Members lounge/clubhouse/bar (DirectTV and Wi-Fi Access Points and Cell Phone Boosters)
- Heated swimming pool and outdoor deck
- Onsite restaurant with outdoor deck
- Party pavilion and picnic area
- Marina store
- Kids' clubs and playgrounds
- Water sports and similar activities
- Meeting/conference rooms
- Fitness/wellness center
- Tennis courts
- Luxury spa and beauty parlor
- Designated shopping area with various designer boutiques
- And much more

Specialized Expertise and Management Required:

Management and Redevelopment Option:

→ Public-Private Partnership(s)

Redevelopment Opportunities:

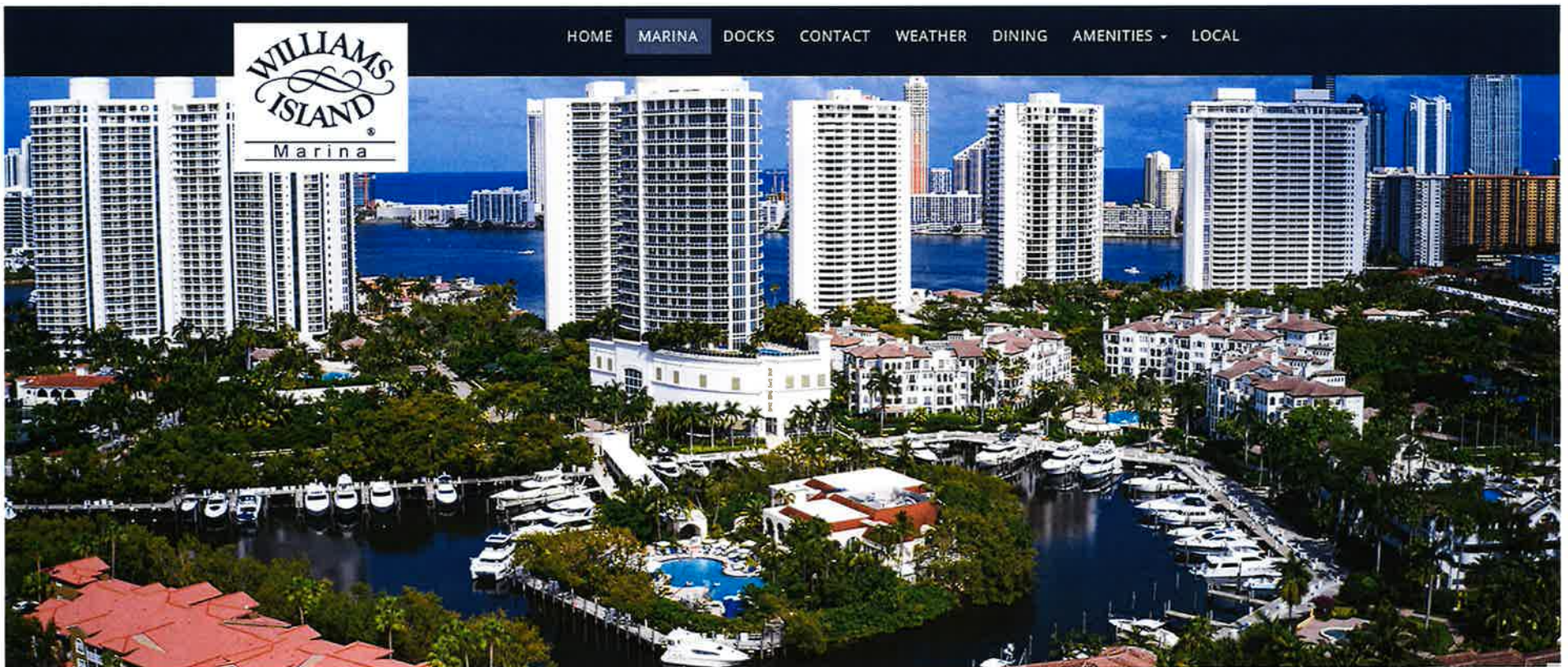
→ Peninsula parcel (additional riparian rights?)

→ Parking areas (inland parcels)

Resort-Style Marina Examples

Williams Island Marina

4100 Island Blvd.
Aventura, Fl. 33160



[HOME](#) [MARINA](#) [DOCKS](#) [CONTACT](#) [WEATHER](#) [DINING](#) [AMENITIES](#) [LOCAL](#)

Williams Island Marina
4100 Island Blvd.
Aventura, Fl. 33160

Marina guests will be treated to an amenity-rich lifestyle that encompasses an all-new Marina office with richly appointed conveniences, and complimentary Williams Island Club *Social* membership. Williams Island Club Amenities include a 27,000 sq.ft. Spa and Fitness Center. The Grand Slam-inspired Tennis Center with 16 tennis courts is expertly staffed. Exquisite fine dining at the Island Club Prime, the newly renovated Island Grille overlooking Center Court, and the Pool Bar & Grille which offers relaxed pool side tropical favorites. Guest are also invited to take part in private Island events, Cultural and Entertainment Committee affairs and informative seminars and lectures.

Williams Island Marina expert staff will to cater to your every need.

- Double Basin Marina
- Protected Harbour
- 106 Yacht Berths
- Modern concrete docks
- Parallel Docking
- Max 160 Ft/8 Ft Draft
- 10 Ft Water Approach
- 30/50/100amp Electric
- Single & Three Phase Electric
- Monitored VHF Channel 16
- Fueling Service
- Pump Out Service
- Reception Area
- Lobby Area
- Conference Room
- Business Center
- High Speed Internet / WiFi
- Cable TV
- 8 Smart TV's
- Modern Fitness Center
- Boater's Lounge
- Showers & Lockers
- Laundry Facility
- 24 Hour Security

Tarpon Point Marina
6179 Black Marlin Lane
Cape Coral, Fl. 33914



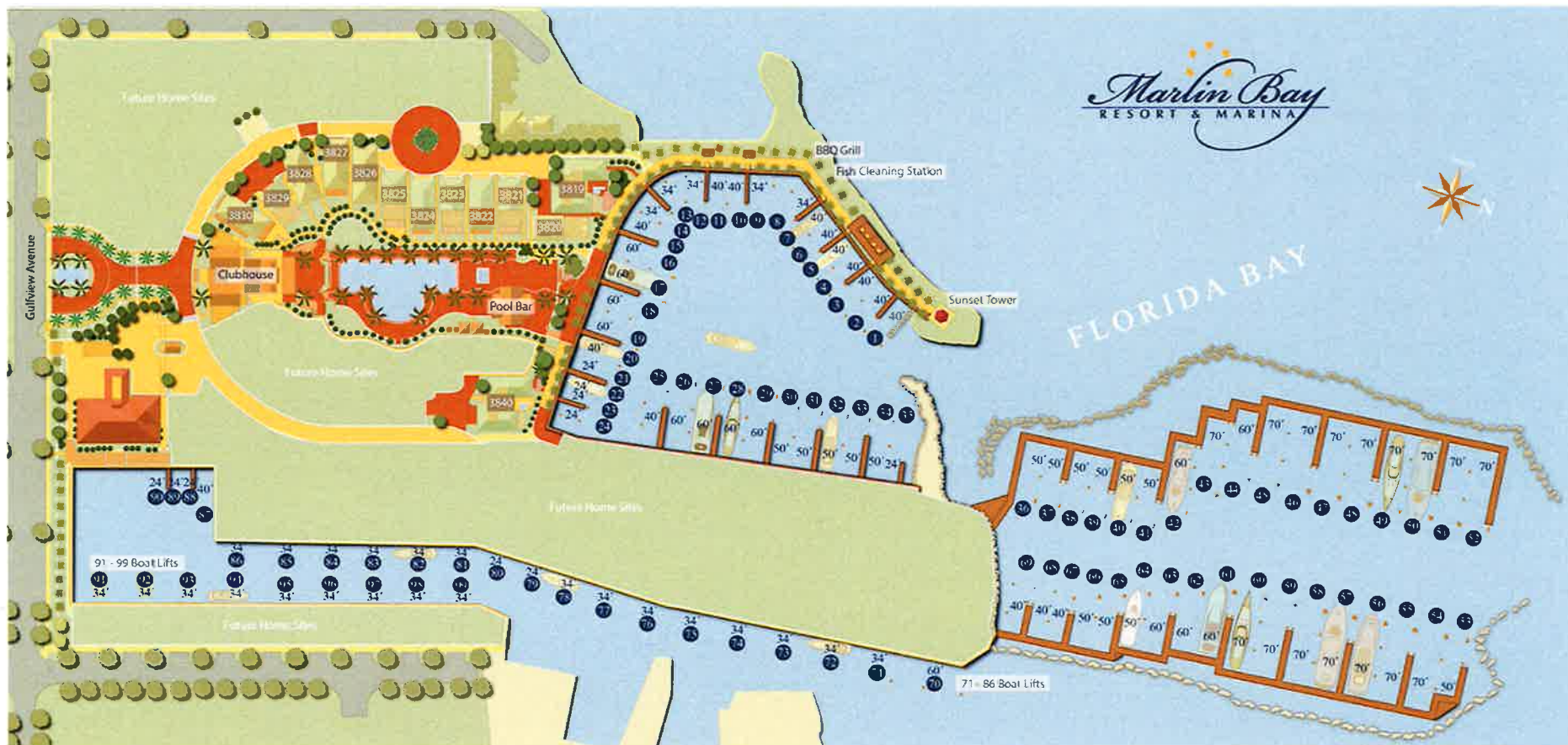
Tarpon Point Marina
 6179 Black Marlin Lane
 Cape Coral, Fl. 33914



-  Restrooms
- 1** Ships Store/Boat and Kayak Rentals
- 2** Pinchers Crab Shack
- 3** The Looke
- 4** Lorne's Frame Gallery
- 5** Southwest Florida Yachts
- 6** Esterra Spa (2nd Floor)
- 7** Turquoise
- 8** Tarpon Point Realty
- 9** Gulf Coast Fudge Co.
- 10** Eva by the Sea
- 11** The Westin Family Kids Club
- 12** Gather • Eat.Drink.Chill
- 13** Silver King Beach and Dolphin Shuttle Boat
- 14** The Nauti Mermaid Dockside Bar & Grill
- 15** Marker 92 Waterfront Bar & Bistro
- 16** The Westin Cape Coral Resort at Marina Village
- 17** Public Parking
- 18** Tarpon Point Ballroom

Marlin Bay Resort & Marina

3800 Gulfview Ave.
Marathon, Fl. 33050



Marlin Bay Resort & Marina
3800 Gulfview Ave.
Marathon, Fl. 33050

WHAT SEPARATES US FROM THE FLEET

- **Professional Dockmaster**
Dedicated staff for dedicated sailors.
- **Bay Access and Great Fishing**
Tonight's dinner is just a cast away.
- **Protected Inner Harbor**
Rest easy knowing your boat is, too.
- **Clubhouse and Fitness Center**
Keep yourself seaworthy with some deserved R&R.
- **Pool Bar**
Go for a soak and sip your favorite cocktails.
- **Fish Cleaning and BBQ Grill**
Prepare the perfect fish filet and savor a seaside dinner.
- **Steam Room and Sauna**
Melt away your worries after a long day at sea.
- **Resort Pool and Hot Tub**
- **Complimentary onSpot Wi-Fi**

Turnberry Marina
19735 Turnberry Way
Miami, Fl. 33180



Turnberry Marina
19735 Turnberry Way
Miami, Fl. 33180

REASONS TO DOCK DAILY SERVICE: 7:30AM – 6PM

- 1 Newly Renovated Floating Dock System That Moves with the Tide
- 2 Centrally Located Between Fort Lauderdale, Miami & Local Beaches
- 3 24 Hour Security with Camera Surveillance
- 4 Access to the Luxurious Turnberry Lifestyle
- 5 Ability to Accommodate Large Vessels up to 180 Feet
- 6 Minutes Away from Restaurants & Shopping at Aventura Mall & Bal Harbour
- 7 In-Slip Fueling and Pump Out Service
- 8 Personalized Service & Impeccable Attention to Detail

MEMBERSHIP AMENITIES

Marina members have access to Turnberry Isle Country Club privileges. All marina members receive a complimentary 1 week country club membership to Turnberry Isle Resort & Golf Club. All marina members receive golf* privileges at Turnberry Isle Country Club. Initiation fees for full country club membership are waived for marina members.

Tee up and experience world class golf at one of South Florida's most sought-after courses. Treat yourself to savory and flawlessly prepared cuisine at Michael Mina's BOURBON STEAK or embark on a luxurious relaxing adventure at the newly designed Spa & Wellness Collective.

*Applicable fees based on seasonal rates

*We have an **urban** location, we have a **story**, now
it's time to **re-invent** and **re-imagine!***

NEXT STEPS

Staff Contact Info:

John D'Agostino, Town Manager – JD'Agostino@lakeparkflorida.gov

Bruce Butcher, Dockmaster – BButcher@lakeparkflorida.gov

Nadia Di Tommaso, Community Development Director – NDiTommaso@lakeparkflorida.gov

**U.S. DOT Office of Small Business
Public Private Partnerships
A Small Business Symposia
May 20, 2015**

Lee A. Weintraub, Esq.
Becker & Poliakoff, P.A.
One East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301
954-985-4147
lweintraub@bplegal.com

What are P3's?

A contractual agreement between public and private sector partners for the delivery of public facilities or infrastructure.

- Could this include services?

What are P3's?

- ▶ Design
- ▶ Build
- ▶ Finance
- ▶ Operate
- ▶ Maintain

Public Benefits

- ▶ Project cost savings over life cycle
- ▶ Design/construction with improved operations/maintenance in mind
- ▶ Leveraging private expertise / innovation
- ▶ Quicker design/construction schedule
- ▶ Access to new sources of private capital

WHEN YOU HAVE SEEN ONE P3...

... You have seen one P3

Each is unique, but they all require partnership sharing in:

- ▶ Costs
- ▶ Risks
- ▶ Benefits

Lessons Learned: P3 Requirements

- ▶ Clearly identify and communicate project goal & what public need will be met
- ▶ Risk transfer and the corresponding costs
- ▶ Value for money over project life cycle
- ▶ Clear and transparent communications among all stakeholders from beginning
- ▶ Long-term partnership: Carefully choose partner

Examples of Funding Sources

- ▶ Revenue generated from facility
 - ▶ Variable tolls/rates can increase revenue
- ▶ New market tax credits
- ▶ Tax increment financing
- ▶ EB 5
- ▶ Lease payments
- ▶ Grants
- ▶ Loans
- ▶ Bonds
- ▶ Savings (maintenance costs, energy usage, taxes, etc.)

Examples of Funding Sources

- “Toll Road” Model
 - Revenue generating asset
 - Most attractive from private investment standpoint
- Availability payments
 - Payments to concessionaire are adjusted to reward/punish depending upon whether performance standards are met
 - Also attractive to private investment & lowers borrowing costs

Examples of Funding Sources

- When neither of above examples are available
 - Combination of multiple revenue
 - Mixed use
 - Alternative use of facility space
 - Increased taxes (sales, gas, hotels, tourist, etc.)
 - Smart metering
 - If insufficient revenue, owner can keep more of risk to reduce project cost

GETTING STARTED

1. Identify the Need
2. Is P3 Is Best Delivery Method?
3. Clearly Define How Success Will Be Measured
4. Retain Consultants for Financial, Legal and Property Development Issues
5. Identify Each Party's Role
6. How Will the Project Be Procured?
7. Establish Protocol for Communicating Expectations between Private and Public Sectors
8. Above all, Identify the Project Champion!

Assessing Financial Expectations

- What risk will the public sector take with respect to the private development?
 - § Performance / tenant risk
- Can the public sector provide credit enhancements for the private sector to obtain financing?
- Will liens be initially permitted on property until turnover to public entity?
- What penalties will the public sector assess upon the developer if it fails to deliver?
- What rate of return, if any, does the public sector require?
- How much control over the private uses does the public sector want?

Pitfalls of P3's

- **Insufficient Understanding of P3s in Public Sector**
- **Political Risk**
- **Improper Communication**
- **Takes Long Time To Get Project Going**
- **Lack of Project Champion**
- **Misconceptions That P3's are Free Money/Private Developer Assumes All Risk**

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No. *Tab 3*

Agenda Title: Regular Commission Meeting Minutes of July 3, 2019

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* **Date:** 7-11-19

Vivian Mendez, Town Clerk
 Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes Exhibits "A-C"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case. Please initial one.

Recommended Motion: To approve the Regular Commission meeting minutes of July 3, 2019.



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, July 3, 2019,
 Immediately Following the
 Special Call CRA Board Meeting,
 Lake Park Town Hall
 535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town 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 PRESENTATIONS/REPORTS

- 1. Senator Bobby Powell Presentation Regarding Legislative Session

Tab 1

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 Town 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.

2. June 19, 2019 Commission Street Lighting Workshop Minutes. Tab 2

3. Resolution No. 51-07-19 Authorizing and Directing the Mayor of Execute the First Amendment to the Town's Contract with Mathews Consulting for the Lake Shore Drive Drainage Design Project. Tab 3

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

4. Ordinance No. 04-2019 Creating Town Code Section 78-70(n)(20), Providing for Authorization to the Community Development Director to Approve up to a Twenty Percent Deviation from the Height of a Building to Facilitate Better Architecture and Appearances of Building in the Park Avenue Downtown District Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING TOWN CODE SECTION 78-70 (n)(20); PROVIDING FOR AUTHORIZATION TO THE COMMUNITY DEVELOPMENT DIRECTOR TO APPROVE UP TO A TWENTY PERCENT DEVIATION FROM THE HEIGHT OF A BUILDING TO FACILITATE BETTER ARCHITECTURE AND APPEARANCES OF BUILDING IN THE PARK AVENUE DOWNTOWN DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: None

H. OLD BUSINESS:

5. Evaluation Proposal in Response to Request for Proposal 103-2019 Security Service Contract (Unarmed) for the Lake Park Harbor Marina. Tab 5

I. NEW BUSINESS:

6. Authorizing the Town Manager to Execute a Letter of Engagement with Nowlen, Holt & Minder, P.A. for External Auditing Services Tab 6

7. A Request from the Event Organizers of the 3rd Annual Family Health & Safety Expo Proposed for Saturday, October 5, 2019 to allow the Town to be an Event Co-Sponsor and Waive the Event Fees. Tab 7

8. Authorizing the Town Manager to Execute the Order Form with Pitney Bowes for A New Postage Meter Tab 8

9. Resolution No. 52-07-19 Creating a Centennial Committee for the 100th Year of the Town of Lake Park Tab 9

J. 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 Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. REQUEST FOR FUTURE AGENDA ITEMS:

M. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, July 17, 2019



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 3, 2019, 7:34 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, July 3, 2019 at 7:34 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, and John Linden, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Commissioner Roger Michaud was absent.

Town Clerk Mendez performed the roll call and Senator Bobby Powell led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS:

1. Senator Bobby Powell Presentation Regarding Legislative Session.

Senator Bobby Powell, Jr. and State Representative Al Jacque made a presentation regarding the Legislative Session (see Exhibit "A"). Senator Powell congratulated Vice-Mayor Glas-Castro for the Home Rule Hero award. Mayor O'Rourke and State Representative Jacque discussed the suspended driver's license law. Commissioner Flaherty thanked Senator Powell and State Representative Jacque for their presentation. He asked for some more information regarding the texting and driving laws. Senator Powell stated that educating the citizens about texting and driving would be the first campaign they tackle. Mayor O'Rourke invited Senator Powell to use the Commission Chamber in the future for Town Hall meetings with residents. Senator Powell thanked the Commission. Commissioner Linden thanked Senator Powell and State Representative Jacque for the informative update. Vice-Mayor Glas-Castro would like to have the Community Redevelopment Agency (CRA) deadlines in the Florida Statute revisited. Senator Powell stated that 2039 was 20-years away and would hope to reestablish those opportunities under a different regime. He stated that growth management was very important. Vice-Mayor Glas-Castro would like the ability to establish our own zoning regulations in relation to marijuana dispensaries. Mayor O'Rourke expressed concern with renting a home for three (3) or more days and how the State was preempting the zoning decision. State Representative Jacque spoke of his experience as a member of the Committee. Vice-Mayor Glas-Castro thanked them for their serve to the Town.

PUBLIC COMMENT:

1. James Sullivan, Flagler Drive expressed concern regarding homelessness in the Town.

CONSENT AGENDA:

2. **June 19, 2019 Commission Street Lighting Workshop Minutes.**
3. **Resolution No. 51-07-19 Authorizing and Directing the Mayor of Execute the First Amendment to the Town's Contract with Mathews Consulting for the Lake Shore Drive Drainage Design Project.**

Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud			Absent
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 4-0.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:

4. Ordinance No. 04-2019 Creating Town Code Section 78-70(n)(20), Providing for Authorization to the Community Development Director to Approve up to a Twenty Percent Deviation from the Height of a Building to Facilitate Better Architecture and Appearances of Building in the Park Avenue Downtown District.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING TOWN CODE SECTION 78-70 (n)(20); PROVIDING FOR AUTHORIZATION TO THE COMMUNITY DEVELOPMENT DIRECTOR TO APPROVE UP TO A TWENTY PERCENT DEVIATION FROM THE HEIGHT OF A BUILDING TO FACILITATE BETTER ARCHITECTURE AND APPEARANCES OF BUILDING IN THE PARK AVENUE DOWNTOWN DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D'Agostino explained the item.

Motion: Vice-Mayor Glas-Castro moved to approve Ordinance 04-2019; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud			Absent
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 4-0.

Town Attorney read the Ordinance by title only.

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING: None

OLD BUSINESS:

5. Evaluation Proposal in Response to Request for Proposal 103-2019 Security Service

Contract (Unarmed) for the Lake Park Harbor Marina.

Town Manager D’Agostino explained the item (see Exhibit “B”).

Motion: Vice-Mayor Glas-Castro moved to not award the contract to United K-9 Special Patrol, Inc. and to direct staff to re-bid the project; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud			Absent
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 4-0.

NEW BUSINESS:

6. Authorizing the Town Manager to Execute a Letter of Engagement with Nowlen, Holt & Miner, P.A. for External Auditing Services

Town Manager D’Agostino explained the item. He explained that a legislative change that occurred provides that a separate audit must be completed for the Community Redevelopment Agency (CRA). The law no longer allows those audits to be combined.

Motion: Vice-Mayor Glas-Castro moved to authorize the Town Manager to sign an Engagement Letter with Nowlen, Holt & Miner, P.A. for the provision of external auditing services for the years ended September 30, 2018, 2019 and 2020 with options to renew for September 30, 2021 and 2022; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud			Absent
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 4-0.

7. A Request from the Event Organizers of the 3rd Annual Family Health & Safety Expo Proposed for Saturday, October 5, 2019 to allow the Town to be an Event Co-Sponsor and Waive the Event Fees.

Town Manager D’Agostino explained the item. Commissioner Linden asked for reimbursement of the \$50.00 permit fee.

Motion: Commissioner Flaherty moved to approve and reimburse the \$50.00 permit fee, in addition to the Sanitation and personnel fees; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud			Absent
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 4-0.

Vice-Mayor Glas-Castro suggested Census outreach during the event. Mayor O'Rourke thanked them for all they do for the Town.

8. Authorizing the Town Manager to Execute the Order Form with Pitney Bowes for A New Postage Meter.

Town Manager D'Agostino explained the item.

Motion: Vice-Mayor Glas-Castro moved to authorize the Town Manager to execute the State of Florida contract with Neopost; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud			Absent
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 4-0.

9. Resolution No. 52-07-19 Creating a Centennial Committee for the 100th Year of the Town of Lake Park.

Town Manager D'Agostino explained the item (see Exhibit "C"). The Commission discussed how many members would comprise the Committee. After some discussion, the Commission came to consensus to begin with five (5) members. They discussed the composition of the members. The Commission suggested inviting the following groups to be members of the Committee:

Historical Society, the Blakely Family, Mayor expressed interest, Commissioner Linden expressed interest, Palm Beach County Historical Society, Churches, Kelsey Theater, commercial industry representative, and that sub-committees be created over time.

Special Events Director Riunite Franks suggested how to appoint members.

Motion: Commissioner Linden moved to create the Lake Park Centennial Committee to comprise of five (5) members from the following sectors of the community which would discuss naming the Lake Park Centennial Committee; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud			Absent
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 4-0.

PUBLIC COMMENT: None

FUTURE AGENDA SUGGESTIONS: None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird provided an updated on his discussions with Department of Justice Attorney Ernest McFarlan. He stated that Mr. McFarlan and Deputy Council would visit the Town on July 29th and July 30th and meet with him and the individual Commissioners. He believes that the Department of Justice would be open to returning to the former voting system with the Town. He suggested that they meet with a variety of leaders in the community. He was optimistic of this meeting. He wished everyone a Happy 4th of July.

Town Manager D'Agostino asked that a follow-up Marina Visioning Workshop, session two, be scheduled for Wednesday, August 28, 2019 at 6:00 p.m. He announced that sponsorship packets are available. He announced the Back to School Extravaganza was scheduled for Saturday, August 10, 2019 from 10:00 a.m. until 1:00 p.m. in the Town Hall parking lot. There would be backpacks, free haircuts for children, activities for children. If someone were interested in becoming a vendor, contact the Special Events Department. He explained that over the past few weeks the Community Development Department has dealt with members of the public that have been rude and disrespectful. He has instructed staff to contact the Palm Beach County Sheriff Office (PBSO) and have the individual removed from Town Hall. He announced that Constitution Week would be September 17-23 and the Town has received a proclamation request. He asked if the Commission desires the support of that proclamation. The Commission came to consensus. He announced that the Village of Palm Springs has requested a proclamation of support in creation of a Community Redevelopment Agency (CRA) that would then go before the Board of County Commissioners on August 20, 2019. The Commission came to consensus to support a proclamation or Resolution in support of the Village of Palm Springs. He announced the July events at the Library. He announced with sadness that Former Commissioner Kathleen Rapoza's husband Jerry Rapoza passed away on Friday. He announced that staff has balanced the budget that would be presented at the July 17,

2019 meeting. He announced that the Town received a planning grant for the drainage master plan, which would require a match. A second grant was received for architectural evaluation services for the Town Clerk's ceiling. He stated that legislative request were needed before session begins. He suggested an agenda item be placed on the August 7th meeting to discuss priorities. He spoke of a workshop to discuss the US-1 Corridor with South Florida Water Management District. He stated that workshop dates would be selected in the future regarding the medians on US-1. He stated that included in his monthly report was an update to the 801 Park Avenue property, in which they expect their first occupants as early as August 15, 2019. He announced that the property of the month was awarded to James and Iris Sullivan on Flagler Drive.

Commissioner Linden requested that an agenda item be added to a future agenda to discuss Nextdoor.com. He stated that there are complaints on Nextdoor that need to be addressed and he has been hesitant to respond to the complaints. There are some complaints that have received 50-60 hits on it. He wanted an open discussion regarding what could be done, how it could be done because the complaints need to be addressed. He suggested that there be one voice versus several voices. Mayor O'Rourke expressed concern that having two (2) Commissioners on that social media platform would violate the Sunshine Law if they were commenting. He stated that it would be unethical to be on there, which was why he did not participate. He suggested viewing the comments, but not responding. Vice-Mayor Glas-Castro stated that at the Village of Palm Springs staff replies to things that need to be corrected, not get into a debate. Commissioner Linden explained that when comments are directed to him or Commissioner Michaud they could send a private message, but that does not include the others that have made the complaints. Town Manager D'Agostino explained that the discussion would become a public record. Mayor O'Rourke explained that the Sunshine Law was very specific to public forums and having two (2) Commissioners on that platform could create problems. He suggested rethinking his involvement on that platform. Commissioner Linden clarified that at no time has he or Commissioner Michaud responded to the same thread. Town Attorney Baird advised that none of the Commissioners participate in Nextdoor. Commissioner Flaherty asked if they could view the comments but not respond. Mayor O'Rourke stated that viewing comments was very different from responding to them. Town Attorney Baird stated that the Commissioners involvement in it would make most of the post public records, which the Town has no way of retrieving those public records. Town Manager D'Agostino explained that if the Town does not have a means to retrieve the information that becomes a problem for the Town. Mayor O'Rourke expressed concern with the potential lawsuits and possible sanctions for being involved. Town Manager D'Agostino explained that in the past he and staff would respond and sometimes get into debates with people on the site. He encouraged the Town Commission to direct people to the Town's website for accurate information. Mayor O'Rourke understands why Commissioner Linden wants to participate on Nextdoor, but it could cause problems for the Town. Commissioner Linden stated that the issue could not be ignored. People are looking for answers and they are not going to the Town's website. He agreed that there should be no response to the post and was comfortable with that decision. He stated that there needs to be a solution. Vice-Mayor Glas-Castro stated that if there was a question all the Commissioners emails were available on the Town's website. Town Attorney Baird explained that staff and Commissioners should only respond using Town forums, such as Facebook, Town website, or Town email. Once they

leave those forums communicating regarding Town business, it becomes a public record. The public records act states that the Town are the custodian of the public record. Town Attorney Baird warned the Commissioners against using other platforms. Commissioner Linden stated that the issue could not be ignored and it would only get worse. Town Attorney Baird stated that there could be a response on the Town website or the Town Facebook page. Commissioner Linden agreed that it might be a great solution. Town Manager D'Agostino stated that earlier in the evening it was stated that the Town wants to use the Town's Facebook page to market the Town in a positive image. He stated that 90 percent on what was on Nextdoor was negative. He stated that those people that want to invest in the Town are going to review the minutes, they are going to review Commission meetings, and go to the Town website. Mayor O'Rourke stated that the people that are consistently on Nextdoor do not make up the entire 8,400 residents of the Town. He stated that Nextdoor has created negative energy. Commissioner Linden referred to marketing presentation earlier this evening in which it was stated that the general demographic for the area are young, which means they are checking the internet to find out about the Town. Those individuals are not checking the Town's website; they check Facebook and Nextdoor.

Commissioner Linden stated that parking on Park Avenue on Friday night was horrendous. He suggested that parking option be researched. Town Manager D'Agostino stated that an agenda item was forthcoming to do a parking study. Mayor O'Rourke stated that discussions regarding parking have been presented but there has been no funds available to build a parking lot. Town Manager D'Agostino stated that the Grant Writer was looking for funding for building a parking lot.

Commissioner Michaud was absent.

Commissioner Flaherty wished everyone a Happy 4th of July.

Vice-Mayor Glas-Castro wished everyone a Happy 4th of July.

Mayor O'Rourke announced that weapons are not fireworks. He stated that PBSO would enforce the discharge of weapons fired throughout the Town. Town Manager D'Agostino stated that the ShotSpotter was working in the Town.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Vice-Mayor Glas-Castro, and by unanimous vote, the meeting adjourned at 9:49 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2019



A View From Tallahassee

2019 Legislative Overview

The Honorable Senator Bobby Powell Jr., AICP

The Honorable Representative Al Jacquet, Esq.



Legislative Process

Florida House

- ▶ 120 Representatives
- ▶ 47 Democrats and 73 Republicans
- ▶ 6 Bill Slots to Sponsor

Florida Senate

- ▶ 40 Senators
- ▶ 17 Democrats and 23 Republicans
- ▶ Unlimited Bill Slots



Senator Powell's Committee Assignments

- ▶ Appropriations
- ▶ Vice Chair of Appropriations of Subcommittee on Agriculture, Environment, and General Government
- ▶ Finance & Tax
- ▶ Ethics & Elections
- ▶ Alternating Chair on Joint Committee of Public Counsel Oversight



Rep. Jacquet's Committee Assignments

- ▶ Rules Committee, Democratic Ranking Member
- ▶ Energy & Utilities Subcommittee, Democratic Ranking Member
- ▶ Commerce Committee
- ▶ Ways & Means Committee
- ▶ Workforce Development & Tourism Subcommittee



Senator Powell's Legislation

SB 462 - Lis Pendants

SB 642 - Repeal of Mandatory Direct File

SB 838 - Public Records/Mental Health Treatment & Services

SB 1418 - Mental Health DCF Task Force Recommendations

SB 498 - Fire Safety and Prevention

SB 912 - Census Complete Count Committee



Representative Jacquet's Legislation

HB 93 - Judicial Nominating Commissions

HB 1303 - Enforcement of Federal Laws

HB 1421 - Victim Assistance

HB 433 - Fire Safety and Prevention

HB 517 - Minimum Wage



Major Session Issues

- ▶ HB 7123 - Sales Tax Holidays and Charter School Tax Referendums
- ▶ HB 7125 - Felony Theft Threshold
- ▶ SB 7066 - Election Administration and Amendment Four Implementing Language
- ▶ SB 7030 - Guardian Program
- ▶ HB 49 - Women Inmates
- ▶ SB 168 - Federal Immigration Enforcement
- ▶ SB 7070 - K-12 Education and Voucher Program



HB 107 - Texting While Driving

Prohibits a person from texting, emailing, and instant messaging while driving. The ban changes from a secondary offense to a primary offense.

Prohibits the use of a handheld wireless communications device while driving in a designated school crossing, school zone, or work zone

From October 1, 2019, to December 31, 2019, law enforcement officers may provide a verbal or written warning

Beginning January 1, 2020, may issue a uniform traffic citation for a violation, which is punishable as a moving violation with three points assessed against the driver's license. (\$30 citation plus court fees for 1st violation)



2019-2020 Budget Highlights

\$90.89 billion budget

Education (\$34.7 billion)

- ↑ \$7,672 per student funding, a 3.27% or \$247 increase over the current budget.

Environment (\$3.99 billion)

- ↑ \$687 million for water quality improvements, including Everglades reservoir and restoration, research on mitigating blue green algae and red tide outbreaks, and matching grants for septic tank to sewer conversion programs.



2019-2020 Budget Highlights

Health Care (\$37.67 billion)

- ┆ Continues the elimination of the 90-day look-back period that covered unpaid medical bills for Medicaid eligible non-pregnant adults.
- ┆ Deregulates certificate of need (CON) review for general hospitals and tertiary services

Economic Development (\$15.2 billion)

- ┆ \$200.6 million in affordable housing programs

Hurricane Michael Recovery (\$1.86 billion)

- ┆ Emergency Funds Allocation: \$1.6 billion federal funds
- ┆ 2019-2020 General Appropriations Act: \$220.9 million



Senator Powell's Appropriations

Education:

Riviera Beach Early Learning to Kindergarten Pilot - \$150,000

Mangonia Park Reading Program - \$110,500

FAU Max Planck Florida Scientific Fellows Program - \$889,101

Environment & Agriculture:

Loxahatchee River Preservation Initiative - \$700,000

Palm Beach Gardens Stormwater Maintenance Repairs - \$300,000

Royal Palm Beach Canal System Rehabilitation - \$500,000

~~Town of Lake Park, Improve Lake Shore Dr. Drainage - \$600,000~~

Tourism, Transportation, & Economic Development:

African American History Museum and Library - \$150,000

~~Town of Lake Park - Road Stripping Improvements - \$29,000~~

~~Lake Park Town Hall Waterproofing, Roof Replacement - \$250,000~~

~~Town of Lake Park - Downtown Parking Lot - \$395,500~~

Criminal Justice:

~~Incident Command Vehicle - \$150,000~~

Florida Alliance of Boys & Girls Clubs Youth Program - \$3,652,768

Health and Human Services:

Jerome Golden Center Residential Treatment Program - \$100,000

Place of Hope: Child Welfare and Foster Care - \$250,000



Representative Jacquet's Appropriations

Tourism, Transportation, & Economic Development:

African American History Museum and Library - \$150,000

Town of Lake Park - Road Stripping Improvements - \$229,000

Health and Human Services:

Jerome Golden Center Residential Treatment Program - \$100,000

Education:

Riviera Beach Early Learning to Kindergarten Pilot - \$150,000

Mangonia Park Reading Program - \$110,500



State Senate District 30 Staff

Senator Powell: powell.bobby.web@flsenate.gov

Tomas Alcalá: alcala.tomas@flsenate.gov

Nazbi Chowdhury: chowdhury.nazbi@flsenate.gov

Marian Dozier: dozier.marian@flsenate.gov

District Phone: 561-650-6880



State House District 88 Staff

Representative Jacquet: Al.Jacquet@myfloridahouse.gov

Kesnel Theus: Kesnel.Theus@myfloridahouse.gov

Erwin Nesi: Erwin.Nesi@myfloridahouse.gov

District Phone: 561-650-6847



Questions, Comments or Conversations?





Exhibit "B"

Town of Lake Park Town Commission

vvAgenda Request Form

Meeting Date: July 3, 2019

Agenda Item No. *Tab 5*

Agenda Title: Evaluation Proposal in Response to RFP No. 103-2019 – Security Service Contract (Unarmed) for the Lake Park Harbor Marina

- SPECIAL PRESENTATION/REPORTS
 - BOARD APPOINTMENT
 - PUBLIC HEARING ORDINANCE ON _____ READING
 - NEW BUSINESS
 - OTHER: _____
- CONSENT AGENDA
 - OLD BUSINESS

Approved by ^{ACTING} Town Manager *Paul M. Kelly* Date: *6/24/2019*

Lourdes Cariseo, Finance Director *L Cariseo*

Name/Title

Originating Department: Town Manager (Grants Writer)	Costs: \$ Funding Source: 001 <input type="checkbox"/> Finance _____	Attachments: Attachment "A" minutes from Pre-Proposal Conference "B" minutes of the Evaluation Committee. "C" Committee Rating Sheets "D" Florida Department of State Corporations.
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background: The evaluation committee met on May 24, 2019, to discuss and rank the proposals received on RFP 103-2019 for Marina Security Services. The evaluation committee consisted of Marina Dockmaster Bruce Butcher, Assistant Town Manager/Human Resources Director Bambi Turner, Public Works Director Richard Scherle, Grant Writer Merrell Angstreich and the Finance Director as a non-voting member and chair of the committee. A single proposal was received from United K-9 Special Patrol, Inc. After careful consideration the response lacked verifiable documentation, such as, financial information, licensing and certificates of

insurance. The Florida Department of State Corporations does not have a record of United K-9 Special Patrol, Inc. as a corporation. There is a United K-9 Security, Inc. listed in the Florida Department State website, but it is noted that this corporation was "administratively dissolved for annual report" on September 16, 2005 (please see attached). The Evaluation Committee recommends that the contract not be awarded to United K-9 Special Patrol, Inc.

Recommended Motion:

To not award the attached contract to United Special K-9 Patrol, Inc. and the Commission direct staff to re-advertise the request for proposals.



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 3, 2019

Agenda Item No. Tab 9

Agenda Title: Resolution Creating a Centennial Committee for the 100th year of the Town of Lake Park

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business (checked), Other: Workshop

Approved by Town Manager [Signature] Date: 6-24-19
John O. D'Agostino, Town Manager

Table with 3 columns: Originating Department (Town Manager), Costs (0), Attachments (Ideas for a 100th Town Anniversary Celebration), Advertised (Not Required), and notification status.

Summary Explanation/Background: The Town Commission should consider establishing a Centennial Committee for the upcoming 100th year of the Town of Lake Park.

I am requesting from the commission a determination as to the size and make-up of the Commission to include different sectors of our Town such as residents, small and large

business owners, appointed board and committee members (i.e. Historical Society of Lake Park). We desire a cross-section of the town population to serve on the committee.

- Do we want to engage private sector companies to print a historical book for the 100th birthdate of the Town?
- What have other communities done to celebrate their Centennials?
- Such examples include; <http://www.el-cerrito.org/969/Centennial-Celebration-Planning-Task-For>,https://products.kitsapsun.com/archive/2001/02-20/0010_bremerton_city_gears_up_for_cent.html, <https://www.in.gov/library/2521.htm>, <https://www.cityofbowie.org/2205/Centennial>, <https://lasvegassun.com/news/2003/jul/12/grand-celebration-planned-for-vegas-100th/>
- What did we do for the 75th celebration?
- Fundraising for the Centennial Celebration should be part of the duties and responsibilities of the Committee.

I would imagine that the Centennial Committee once formed would then determine the extent of activities commemorating the Centennial Year. I think a healthy discussion of the composition of the Committee will provide staff with the ability to advertise for the committee positions etc.

Recommended Motion: Move to appoint a committee of _____ from the following sectors of our Community, namely _____ (*name the specific sectors*) to serve on the Centennial Committee

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No. Tab 4

Agenda Title: Resolution In Support of the Creation of a Community Redevelopment Agency (CRA) within the Village of Palm Springs, Florida

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *J. Wright* Date: 7-9-19

Vivian Mendez, MMC, Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Commission</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: . Resolution of Support . Email from Village Manager Richard Reade from the Village of Palm Springs
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>VM</u> Please initial one.

Summary Explanation/Background: At the July 3, 2019 Regular Commission Meeting the Commission was asked if they wanted to adopt a Resolution in support of the Village of Palm Springs to create a Community Redevelopment Agency (CRA). The Resolution would be presented to the Palm Beach County Board of County Commissioners on August 20, 2019.

The purpose of this agenda item is to support the Village of Palm Springs, Florida, desire to create a CRA.

Recommended Motion: I move to approve Resolution 53-07-19.

Vivian Mendez

From: Andrea McCue <AMcCue@greenacresfl.gov>
Sent: Friday, June 28, 2019 5:21 PM
To: Andrea McCue
Subject: Village of Palm Springs - CRA Resolution of Support Request
Attachments: Template - Resolution Supporting Creation of CRA in Palm Springs - 2019.docx

Good afternoon,

Please see the below message from Palm Springs Village Manager Rich Reade requesting support for the establishment of a CRA in the Village. Any questions can be directed to Rich. Have a great weekend!

Good afternoon everyone...

I writing to request your assistance/support with the establishment of a CRA within our community. I am hoping that you would be willing to present a Resolution (See attached template) to your elected body to support Palm Springs' efforts to create a CRA to provide infrastructure improvements, public safety and economic/financial investment that would contribute to an improved quality of life for many residents and businesses within the Village and the County.

We have been told that our request meets the requirements of state statute; however, after the failed request last year, we are hopeful to obtain as much support as possible to show the County Commission the real need that we have for this important funding option.

The County Commission is planning to consider our request on Tuesday, August 20th (we do not know the time, but have requested a time certain) and I believe that a Resolution from the cities surrounding our Village and within the County would help to show our need (and the support) for a CRA within the Village. Also, if you and/or members of your elected body are available to attend the meeting to comment on behalf of the Village's need for a CRA, we would be extremely grateful. As we learn more about the time that we are expected to be heard on the County's agenda, I will keep you all in the loop...

I have attached a template Resolution in support of the Village's request to create a CRA within our community for your consideration. Please feel free to change it as you find necessary...

If possible, we would like to receive all of the Resolutions of support prior to the August 20th meeting so that we can provide them to the County Commission in advance of their consideration of our request.

Thank you in advance and please let me know if I could ever be of assistance to you and/or your community in the future.

Have a great day.

Richard J. Reade
Village Manager
Village of Palm Springs, Florida

Resolution NO. 53-07-19

**A RESOLUTION OF THE TOWN OF LAKE PARK, FLORIDA
IN SUPPORT OF THE CREATION OF A COMMUNITY
REDEVELOPMENT AGENCY (CRA) WITHIN THE
VILLAGE OF PALM SPRINGS, FLORIDA.**

WHEREAS, the Village of Palm Springs is requesting Palm Beach County to create a Community Redevelopment Agency (CRA) that would provide infrastructure improvements, public safety and economic/financial investment that would contribute to an improved quality of life for many residents and businesses within the Village and the County; and

WHEREAS, the proposed CRA districts would be located within Palm Beach County Commission District 2 – Commissioner Greg K. Weiss and District 3 – Vice Mayor Dave Kerner; and

WHEREAS, Florida Statutes allow local governments to establish a CRA under Chapter 163, Part III, F.S.; and

WHEREAS, CRAs are a unique public implementation tool for local governments to leverage tax increment financing to remedy conditions of “slum and blight” where they exist; and

WHEREAS, CRAs offer a public/public opportunity for counties and municipalities to collaboratively facilitate private investment to advance economic development, create jobs, address affordable housing, expand infrastructure, improve safety, and enhance quality of life for all County residents, especially residents within County Commission Districts 2 and 3; and

WHEREAS, the Village of Palm Springs has adopted a Finding of Necessity, prepared in compliance with Chapter 163, Part III, F.S. that documents the presence of “slum and blighted” conditions within two areas of the Village, including the Lake Worth Road CRA Sub-District and the Congress Avenue CRA Sub-District; and

WHEREAS, the Village has determined the establishment of a CRA is the appropriate mechanism to remedy the conditions of “slum and blight” that are present within the CRA Sub-Districts as defined in the Finding of Necessity; and

WHEREAS, the Village has worked collaboratively with Palm Beach County to review the “slum and blighted” conditions in the two CRA Sub-Districts; and

WHEREAS, the County has reviewed the Finding of Necessity data prepared by the Village and determined there is sufficient data to allow the Village to establish a CRA consistent with Florida Statutes; and

WHEREAS, the Village has proposed a joint Village/County redevelopment approach with common goal-setting, project prioritization, resource allocation, and implementation; and

WHEREAS, the joint Village/County redevelopment approach is consistent with Florida Statutes and the Palm Beach County Charter and will help implement the comprehensive plans of Palm Beach County and the Village of Palm Springs;

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. The community redevelopment approach as proposed by the Village of Palm Springs, in partnership with Palm Beach County, will be beneficial to the residents, businesses, and property owners located within the Town of Lake Park, Florida.

Section 2. The Town of Lake Park, Florida is in full support of the establishment of the Village of Palm Springs CRA.

Section 3. The Town of Lake Park, Florida Town Clerk is requested to forward the approved and executed Resolution to each of the Palm Beach County Commissioners (and copy the Palm Beach County Administrator and the Village of Palm Springs Village Manger) prior to the County Commission's Meeting on Tuesday, August 20, 2019.

Section 4: This Resolution shall take effect upon execution.

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No. *Tab 5*

Agenda Title: Authorizing the Mayor to Sign the Application Letter to Register the New Domain name of LPFL.GOV for the Town of Lake Park.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ___ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* **Date:** *7-10-19*

Hoa Hoang, Chief Information Technology Officer *[Signature]* *7/10/19*

Originating Department: Information Technology	Costs: \$400 per year Funding Source: 110-49303 <input checked="" type="checkbox"/> Finance <i>[Signature]</i>	Attachments: Authorization Letter
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ___ Please initial one.

Summary Explanation/Background: In 2002 the Town of Lake Park reserved the domain name of LAKEPARKFLORIDA.GOV. At that time the shorter domain name was not available for the Town to register. Now .GOV has allowed the shorter name of LPFL.GOV to be used as the Town's new domain name. The Town will continue to use both domain names for website and email purposes until LPFL.GOV takes over in the near future. .GOV General Services Administration requires the highest elected official for the Town, to sign the Authorization Letter on behalf of the Town of Lake Park in order to register the new requested domain of LPFL.GOV.

The purpose of this agenda item is to request authorization for the Mayor to sign the application letter to reserve the new domain name of LPFL.GOV.

Recommended Motion: I move to authorize the Mayor to sign the application letter to register LPFL.GOV as the Town's new domain name.



Office of the Mayor
Michael O'Rourke

July 17, 2019

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

Dear Domain Manager:

As Mayor for the Town of Lake Park, Florida, I formally request that authority over the lpfl.gov second-level domain name be delegated to the Town of Lake Park, Florida. I attest that I am the highest-ranking elected official for the Town of Lake Park, FL with signing rights as the Mayor.

This domain name will be used for the Town's website, email and other communication technology. The use of this domain is consistent with the Town of Lake Park Internet policy. In addition, I will ensure the content of the requested domain name conforms to the .gov policy. The Town will keep the current domain name of lakeparkflorida.gov however the new domain name of (lpfl.gov) is shorter and easier for the citizens to contact the Town of Lake Park. The domain name of lpfl.gov was not available at the time the Town reserved lakeparkflorida.gov in the year 2000.

By requesting this domain name, I acknowledge that I will be responsible for payment of the annual \$400 domain fee. I understand that if I wish to retire my domain, I must submit a written request to registrar@dotgov.gov. If a written request is not submitted, I understand that I will continue to be responsible for all accrued domain fees.

The following individuals will be listed as points of contact for lpfl.gov. It is understood that the contact information must remain valid and up to date, and that administrative, billing, and technical points of contact will be unique.

335 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3300
Fax: (561) 881-3314

www.lakeparkflorida.gov

Administrative Point of Contact

John D'Agostino
Town Manager
535 Park Avenue
Lake Park, FL 33403
561-881-3304
jdagostino@lakeparkflorida.gov

Billing Point of Contact

Lourdes Cariseo
Finance Director
535 Park Avenue
Lake Park, FL 33403
561-881-3351
lcariseo@lakeparkflorida.gov

Technical Point of Contact

Hoa Hoang
Chief Information Technology Officer
535 Park Avenue
Lake Park, FL 33403
561-881-3303
hhoang@lakeparkflorida.gov

Security Point of Contact

Hoa Hoang
Chief Information Technology Officer
hhoang@lakeparkflorida.gov

Sincerely,

Michael O'Rourke, Mayor
Town of Lake Park

Board Membership

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No. *Table*

Agenda Title: Nomination of Lupe Lawrence for Re-appointment to the Library Board as a regular member.

- SPECIAL PRESENTATION/REPORTS
 - BOARD MEMBERSHIP**
 - PUBLIC HEARING ORDINANCE ON _____ READING
 - NEW BUSINESS
 - OTHER:
- CONSENT AGENDA
 - OLD BUSINESS

Approved by Town Manager *[Signature]* **Date:** *7-2-19*

Vivian Mendez, Town Clerk, CMC
Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Nomination by Commissioner John Linden • Town Board Volunteer Memo • Board Membership Application
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>VM</i> Please initial one.

Summary Explanation/Background: The Town Clerk's Office received a Board Application for re-appointment on the Library Board. There are two (2) regular membership positions on the Library Board and two (2) alternate membership positions that are available.

Commissioner John Linden nominated Lupe Lawrence for appointment to the Library Board as a regular member.

Recommended Motion: In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee at the Commission meeting.

Vivian Mendez

From: John Linden
Sent: Monday, July 1, 2019 1:14 PM
To: Vivian Mendez
Subject: Re: Board Membership - Re-appointment

Hi Vivian,
If no one has already done so, I would be glad to nominate Lupe Lawrence to the Library Board.
John L

John L Linden
Commissioner

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
[561-881-3300](tel:561-881-3300) Office)
[561-881-3314](tel:561-881-3314) (Fax)
jlinden@lakeparkflorida.gov

Please note: Florida has a very broad public records law. Written communication regarding town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone or in writing. Section [668.6076](#), FS

PLEASE NOTE: Pursuant to Florida's Government in the Sunshine Act (a.k.a. "Sunshine Law"), e-mails containing city business should be directed to either: all City Commissioners or only 1 City Commissioner at a time and should not include prior responses from other Commissioners in order to avoid the perception that a third party is acting as a liaison between Commissioners.

On Jun 26, 2019, at 7:26 PM, Vivian Mendez <vmendez@lakeparkflorida.gov> wrote:

Good evening Mayor, Vice-Mayor, and members of the Commission.

The Town Clerk's Office is in receipt of a Board Membership application for re-appointment to the Library Board as a regular member. I would like to make you aware that there are only three (3) members on the Library Board. This Board meets twice a year per the Town Code. However, because we only have three (3) members, the Board has struggled to meet if one of the members is not available. If, as you speak with residents and Town business owners, please recruit for members to this Board. The staff at the Library work really hard to offer services and it would be beneficial to have a Board with more members.

In order to move this application to a Commission meeting agenda, a nomination from the Commission would need to be received by the Town Clerk's Office.

The Board application can be found in the Commission Dropbox – Board Applications – or attached for your convenience.

Thank you in advance for your attention to this matter.

Sincerely,

Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3311
561-881-3314 (fax)
vmendez@lakeparkflorida.gov

* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.

<volunteer applicants June 2019 Library.pdf>



Office of the
Town Clerk

June 27, 2019

Commission-appointed Board Volunteer List:

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

Re-appointment:

Lupe Lawrence has applied for re-appointment to the Library Board as a regular member. The Library Board currently has two (2) regular membership positions available and two (2) alternate positions available.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov



The Town of Lake Park

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Lawrence Guadalupe
Last First Middle

Address: 128 E Alex Dr Lake Park FL 33403

Birthday: Month: 12 Day: 12

Telephone: home 501 452-1737 work _____ cell _____

E-Mail Address Lupelawrence@yahoo.com
 Yes No

Are you a resident of Lake Park

Are you a non-resident business owner in Lake Park

Are you a registered voter (Response to this question is not mandatory) yes

Do you currently serve on a Town Board or Committee yes

If so, which one(s): Library Board

Have you been convicted of a crime no

If so, when? _____ where? _____

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

<u>Active Boards:</u>			
<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
_____	CRA Board (Community Redevelopment Agency)	_____	Planning & Zoning/
<u>✓</u>	Library Board	_____	Historic Preservation Board *
_____	Stormwater Policy Steering Committee	_____	_____
_____	Floodplain Management Committee	_____	Tree Board

<u>Inactive Boards:</u>	
Code Compliance	Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board	

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Guadalupe Lawrence

Please indicate the reason for your interest in your first and second choices:

I believe that the library provides a vital service to our community

Number of Meetings of the above boards you have attended in the past six months: 2

Your educational background: (High school, College, Graduate School or other training)

High School

What is/was your profession or occupation: Teaching/artist

How long: ~~10~~ 10

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: I work in the school system

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I have served on the library board for several years

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature:  Date: 6/19/19

Ordinance on First Reading

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No. Tab 7

Agenda Title: Ordinance Amending Chapter 28 of the Town Code by Repealing Article V Entitled "Economic Development Ad Valorem Tax Exemption".

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS
- OTHER: _____
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 7-9-19

Vivian Mendez, MMC, Town Clerk

Name/Title

Originating Department: Town Attorney	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Ordinance <u>05</u> -2019
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>VM</u> Please initial one.

Summary Explanation/Background: During the March 6, 2019 Regular Commission Meeting, the Commission discussed the expiration of Chapter 28 – Taxation, which expired on March 9, 2019. The Commission expressed its desire to have the Economic Development Ad Valorem Tax Exemptions incentives to those new or expanded businesses which, in accordance with the state are eligible for tax relief in exchange for providing new jobs and improvements to real and personal property within the Town.

The purpose of this agenda item is to remove the expired language from the Town Code. Staff has been directed to draft an Ordinance that would include ballot language to appear on the 2020 Mayoral Election ballot, in which, if approved by the voters, would reinstate the Taxation language in the Town Code..

Recommended Motion: I move to approve Ordinance 05-2019

ORDINANCE 05- 2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES BY REPEALING ARTICLE V ENTITLED “ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS: AND SECTIONS 28-251 TO 28-260 AS CODIFIED THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Lake Park, Florida (Town) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Article VII, Section 3, of the Constitution of the State of Florida and Florida Statutes §196.1995 empowers the municipality to grant economic development ad valorem tax exemptions provided the electors of the municipality, affirmatively vote in a referendum to authorize such exemptions; and

WHEREAS, in a referendum which was held on March 10, 2009, the electors of the Town authorized the Town Commission to grant economic development ad valorem tax exemptions pursuant to § 196.1995, Fla. Stat.; and

WHEREAS, pursuant to § 196.1195, Fla. Stat., the Town Commission enacted Article V of Chapter 28 of the Code to provide an incentive to those new or expanded businesses which, in accordance with the statute are eligible for tax relief in exchange for providing new jobs and improvements to real and personal property within the Town; and

WHEREAS, during the time this program existed there were no applicants for tax exemptions pursuant to Article V; and

WHEREAS, pursuant to § 196.1995 (7), Fla. Stat., the Commission’s authority to grant economic development ad valorem tax exemptions expired.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA:**

Section 1. The Whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Chapter 28, Article V, entitled “Economic Development Ad Valorem Tax Exemption” and Sections 28-251, 28-252, 28-253, 28-254, 28-255, 28-256, 28-257, 28-258, 28-259 and 28-260 of the Code of Ordinances of the Town of Lake Park, Florida are hereby repealed.

Section 3. This Ordinance shall take effect upon its execution.

New Business

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No.

Agenda Title: Designation the Town's Voting Delegate for the 2019 Annual Conference of the Florida League of Cities

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON
- NEW BUSINESS
- OTHER: _____
- CONSENT AGENDA
- OLD BUSINESS
- _____ READING

ACTIVE
Approved by/Town Manager *John O. D'Agostino* **Date:** *5/30/19*

John O. D'Agostino, Town Manager
Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Designation of Voting Delegate Form
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _JOD_ Please initial one.

Summary Explanation/Background:
 The 93rd Annual Florida League of Cities Conference will be held in Orlando, Florida from August 15-17, 2019 at the World Center Marriott. The Commission will need to designate a Voting Delegate to represent the Town at the Annual Business Meeting. The voting delegate is typically an elected official of the Town who will be attending the conference, but can be an appointed official as well.

Recommended Motion: I move to designate _____ as the Voting Delegate for the Town of Lake Park to the 93rd Annual Conference of the Florida League of Cities to be held in Orlando, Florida from August 15-17, 2019.



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 13, 2019

SUBJECT: 93rd Annual FLC Conference
VOTING DELEGATE INFORMATION
August 15-17, 2019 – World Center Marriott, Orlando

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 15-17. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2018.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Eryn Russell at the League (850) 701-3616. **Voting delegate forms must be received by the League no later than August 9, 2019.**

Attachments: Form Designating Voting Delegate

President **Leo E. Longworth**, Mayor, Bartow

First Vice President **Isaac Salver**, Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz**, Commissioner, Orlando
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

**93rd Annual Conference
Florida League of Cities, Inc.
August 15-17, 2019
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Eryn Russell at (850) 222-3806 or email erussell@flcities.com

Important Dates

May 2019

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Legislative Committee and Resolutions Committee

June 2019

Appointment of Legislative Committee and Resolutions Committee Members

July 10th

Deadline for Submitting Resolutions to the League office

August 15th

Legislative Policy Committee Meetings
Voting Delegates Registration

August 16th

Legislative Committee and Resolutions Committee Meetings

August 17th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No. *Tab 9*

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPROVE A WORK ORDER WITH NZ CONSULTANTS IN THE AMOUNT OF \$34,890 FOR THE PREPARATION OF A PARKING STUDY FOR THE PARK AVENUE DOWNTOWN DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE
- NEW BUSINESS – DISCUSSION ITEM
- RESOLUTION
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: *7-11-19*

Nadia Di Tommaso / Community Development Director
 Name/Title *[Signature]*

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ Legal Review and Work Order Cost Funding Source: Legal and Finance Account Acct. #108 (Legal) / # 301-55-552-301-63100 <input type="checkbox"/> Finance <u><i>[Signature]</i></u>	Attachments: → Resolution <i>54</i> -07-19 with Exhibit "A" (Work Order) → For reference only: Resolution 77-11-18
Advertised: Date: N/A Paper: N/A <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>ND</i> Please initial one.

Summary Explanation/Background:

The Town is experiencing an upswing in development and our downtown area, particularly the Park Avenue Downtown District (PADD), has several projects in the pipeline, projects that will introduce additional business and 'people' to our downtown area. The Town is also considering expanding the Park Avenue Downtown District boundary and possibly modifying our land development

regulations and density provisions in our Comprehensive Plan to introduce more height and density in our downtown area moving forward. Increased services and 'people' requires an increase in parking availability as well. In an effort to adequately quantify not only the existing parking needs, but the future parking needs of the PADD (as existing and if expanded) and properly address the potential parking needs of the various development initiative discussions the Town's Administration and Community Development Department have participated in, a parking study is needed.

The Town issued a Request for Qualifications (RFQ) to solicit consulting firms to provide continuing services on an as needed basis for nine categories of professional services, (including planning) and on August 23, 2018, the Town received nine responses to its RFQ and a Town Evaluation Committee ranked the nine responses for each of the professional services categories. Pursuant to Resolution No. 77-11-18, which was approved on November 7, 2018, the Commission approved agreements for continuing professional services with various firms, including NZ Consultants. The Town has entered into a 5 year agreement with NZ Consultants to provide planning services to the Town subject to the issuance of work orders for specific planning services.

The work order that describes the scope of work is enclosed as Exhibit "A" to the enclosed Resolution. In further detail, the lump sum of **\$34,890** is being distributed as follows:

*TASK 1 – DETERMINATION OF PUBLIC PARKING SUPPLY **Fee: \$4,240***

*TASK 2 – IDENTIFY PARKING DEMAND FOR THREE SCENARIOS **Fee: \$19,280***

*TASK 3 – DELIVERABLE **Fee: \$6,750***

*TASK 4 – COORDINATION MEETINGS **Fee: \$4,620***

The study will be completed by August 16, 2019.

Recommended Motion: I move to "**APPROVE**" Resolution 54-07-19.

RESOLUTION NO. 54-07-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPROVE A WORK ORDER WITH NZ CONSULTANTS IN THE AMOUNT OF \$34,890 FOR THE PREPARATION OF A PARKING STUDY FOR THE PARK AVENUE DOWNTOWN DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

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

WHEREAS, in the course of providing services to its residents, the Town’s Community Development Department has determined that it requires the services of professional planning consultants on an as-needed basis; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) to solicit consulting firms to provide continuing services on an as needed basis for nine categories of professional services, including planning; and

WHEREAS, on August 23, 2018, the Town received nine responses to its RFQ and a Town Evaluation Committee ranked the nine responses for each of the professional services categories; and

WHEREAS, pursuant to Resolution No. 77-11-18, which was approved on November 7, 2018, the Commission approved agreements for continuing professional services with various firms, including NZ Consultants; and

WHEREAS, the Town has entered into a 5 year agreement with NZ Consultants to provide planning services to the Town subject to the issuance of work orders for specific planning services.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. The Town Manager is hereby authorized to approve a work order in the amount not to exceed \$34,890 for NZ Consultants to provide a parking study for the

Park Avenue Downtown District. A copy of the approved work order is attached hereto and incorporated herein as **Exhibit "A"**.

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

EXHIBIT "A"

Park Avenue Downtown District Parking Study

WORK ORDER

Scope of Work

NZ Consultants (NZC) will provide planning services to the Town of Lake Park to prepare a Parking Study for the Lake Park's Park Avenue Development District (PADD) area. We understand that the boundary of the area to be studied shall be the "expanded PADD" which will include the Park Avenue corridor plus an expansion along the 10th Street corridor. Based on the information provided the expanded PADD area includes 73 parcels to be considered. The professional team will include AICP registered planners and a professional engineer registered in the State of Florida.

The Scope of Work includes the following tasks:

TASK 1 – DETERMINATION OF PUBLIC PARKING SUPPLY

- Verification of the existing parking space count for the existing PADD area.
- Tabulation of the planned parking supplies.
- Inventory of parking spaces in the entire area of the PADD including the expanded area.

TASK 2 – IDENTIFY PARKING DEMAND FOR THREE SCENARIOS

- Shared parking potential impact will be also addressed as part of the subject study.
- Calculation of parking demand for the following three (3) scenarios:
 1. Current Conditions: This scenario will include existing uses.
 2. Projected Future Conditions: This scenario will include current conditions plus "pipeline projects". NZC will work with the Town of Lake Park to learn the location, zoning and land use designation, intensity and timeline for all pipeline projects.
 3. Long Range Future Conditions – This scenario will consider the redevelopment potential based on the Land Development Regulations (LDRs) and Future Land Use (FLU) Designations.

TASK 3 – DELIVERABLE

The Parking Study report will be graphically driven including photos and site maps. The report will include the methodology, data, calculations, and results. Results will include a comparison of parking demand versus the off-site parking supply with the appropriate tables and exhibits to illustrate the subject results.

TASK 4 – COORDINATION MEETINGS

The professional team will be available to coordinate the project, attend meetings, or prepare additional analysis as requested by the Town of Lake Park. For the purposes of this proposal, the fee estimate assumes four (4) coordination meetings.

Project Fee

NZC project fee will be a lump sum of \$34,890. If modifications are made to the site plan that would affect the results of the parking analysis, a supplemental agreement will be provided for additional services. If additional services are required that exceed those identified in this Scope of Work, a supplemental agreement will be submitted to the Town for review and written approval prior to the commencement of any additional tasks.

We are thrilled with the opportunity to provide planning services to the Town of Lake Park.

Nilsa Zacarias

6/11/2019

NILSA ZACARIAS, AICP
Principal, NZ CONSULTANTS

Must be completed no later than August 16, 2019. Three bound paper copies and one electronic copy will be provided to the Town upon completion.

RESOLUTION NO. 77-11-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH NZ CONSULTANTS, LTD. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, in the course of providing service to its residents, the Town requires the services of professional planning and landscape architectural consultants on an as-needed basis; and

WHEREAS, pursuant to the Consultants Competitive Negotiation Act (CCNA) the Town issued a Request for Qualifications (RFQ) to solicit professional consulting firms to provide continuing professional services; and

WHEREAS, on August 23, 2018, the Town received nine responses to its RFQ; and

WHEREAS, in its RFQ, the Town established five separate professional work categories; and

WHEREAS, on September 18, 2018, a Town Evaluation Committee ranked the nine responses for each of the five work categories, and NZ Consultants, LTD was the top ranked firm for Category E (Planning Services and Landscape Architecture); and

WHEREAS, NZ Consultants, LTD. is qualified and able to provide the services described in Category E; and

WHEREAS, the parties have agreed to a five year agreement with NZ Consultants for services to the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into a contract with NZ Consultants, LTD.

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

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Commission hereby authorizes and directs the Mayor to execute an agreement with NZ Consultants, LTD. to provide Continuing Professional Planning and Landscape Architecture Services on an as-needed basis. The Mayor is hereby authorized and directed to execute the agreement between the Town and NZ Consultants LTD., a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

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

MAYOR MICHAEL O'ROURKE	AYE	YAY
VICE-MAYOR KIMBERLY GLAS-CASTRO	AYE	
COMMISSIONER ERIN FLAHERTY	Absent	
COMMISSIONER ANNE LYNCH	AYE	
COMMISSIONER ROGER MICHAUD	AYE	

The Town Commission thereupon declared the foregoing Resolution NO. 77-11-18 duly passed and adopted this 7 day of November, 2018.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
MICHAEL O'ROURKE
MAYOR

ATTEST:
[Signature]
VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:
[Signature]
THOMAS J. BAIRD
TOWN ATTORNEY



**PROFESSIONAL SERVICES AGREEMENT
FOR
CONTINUING PROFESSIONAL SERVICES**

This Professional Services Agreement (Agreement) is made by and between the TOWN OF LAKE PARK, with an address of 535 Park Avenue, Lake Park, Florida, 33403 (the "Town") and NZ CONSULTANTS, LTD (the "Consultant"), a Florida Corporation with a principal address of 1851 Indiantown Road, Suite 100, Jupiter, Florida, 33458.

SECTION 1 - SCOPE OF SERVICES FOR CONTINUING PROFESSIONAL SERVICES

- 1.1 The Town has selected the Consultant to perform architectural, planning, design, permitting, and bidding assistance services ("Professional Services") on a continuing, as-needed basis throughout the term of the contract.
- 1.2 The Consultant shall provide Professional Services for the following work categories:
-Planning Services
-Landscape Architecture
- 1.3 The Town will request services from the Consultant as-needed, and will define the nature of each work request. The Consultant will prepare a work authorization proposal for each request, which will summarize the scope to be covered, provide an estimate of the hours to be worked for each person performing the services, and provide a timeline with deadline for the completion of each work request.

SECTION 2 - PROFESSIONAL SERVICES FEE & ADMINISTRATIVE EXPENSES

- 2.1 Professional Services Fee Schedule.
The Fees for all Professional Services (Fees) provided by the Consultant is set forth in the Fee Schedule below. The Consultant's hourly rates:
- Principal Planner - \$135.00/hour
- Senior Planner - \$135.00/hour
- Planner - \$100.00/hour
- Assistant Planner - \$65.00/hour
- Architectural Design - \$145.00/hour
- GIS Technician - \$100/hour
- Principal Landscape Architect - \$155.00/hour
- Project Manager - \$135.00/hour
- Designer - \$100/hour
- 2.2 Adjustment to the Professional Service Fees
The Professional Service Fee may be adjusted, if necessary, by a written amendment to this Agreement, duly approved and executed by Consultant and Town
- 2.3 Administrative, Subconsultant and Travel Expenses
Mileage reimbursement shall be at IRS standard mileage rates. Subconsultant costs shall be billed not to exceed a 10% markup
- 2.4 Invoices

a.) All invoices must identify the Town PO number. Invoices shall be submitted directly to

Town of Lak
Accounts Payable
535 Park Avenue
Lake Park, FL 33403

b.) Invoices shall show the actual hours worked, person performing services, services performed and/or deliverable provided, hourly rate, and date(s) of service. Invoices requesting reimbursement of expenses shall include written documentation of the expenses, and shall be subject to the approval of the Town.

c.) Invoices for lump sum type work shall be accompanied by a status report briefly describing the activities and the services performed. The payment request amount shall be related to the percentage of services completed.

d.) Invoices received from the Consultant pursuant to this Agreement shall be subject to the prior approval of the Town to confirm that the services were rendered in conformity with the Agreement.

2.5

Payment

a.) The Fee shall be paid in accordance with Section 3.1 and upon acceptance of deliverables satisfactory to the Town and the receipt of a proper invoice from Consultant.

b.) Payment of Fees shall be made in accordance with the Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

c.) No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of, or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services.

SECTION 3 – TERM

3.1

This Agreement shall commence as of the date of full execution of this Agreement by the parties. The term of this Agreement shall continue in force for a period of five years, unless terminated by either party pursuant to the termination provisions in this Agreement, or by the mutual consent of the parties.

3.2

It is agreed that the indemnity provisions, insurance provisions, the right to audit and all covenants, agreements, representations and warranties made in this Agreement or otherwise made in writing by the Consultant, including but not limited to any representations made relating to disclosure or ownership of documents, shall survive the expiration or termination of this Agreement.

SECTION 4 - REPRESENTATIONS OF THE CONSULTANT

a.) Authority.

The Consultant hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to

execute and deliver it.

b.) Duly Licensed

The Consultant represents that it is duly licensed to perform the Professional Services under this Agreement, and that it will continue to maintain all licenses and approvals required to conduct its business.

c.) No Solicitation

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the Town shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

d.) Public Entity Crimes Act

The Consultant represents that by its execution of this Agreement it has not violated the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that neither the Consultant nor any of its parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, or sub-consultants have been, or are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted Consultant list. Violation of this section may result in termination of this Agreement and recovery of all monies paid by the Town to the Consultant, and may result in debarment from Town's competitive procurement activities.

e.) Standard of Care

The standard of care for all Professional Services performed or furnished by Consultant under this Agreement shall be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances.

f.) Warrant of Design and Constructability

Consultant hereby represents to Town that where the Professional Services include the development of Construction Drawings, Technical Specifications and Supplemental Conditions, to the best of Consultant's knowledge, information and belief: (i) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and generally accepted industry standards; and (ii) is constructible. Without waiver of Town's other rights and remedies, the Consultant warrants that the Town may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the standards set forth in this Agreement. Consultant hereby waives any claims which it may have or assert against the Town with respect to this section, except and unless any failure of Consultant to perform, in whole or in part, is due to the action or inaction of the Town. Without limiting any other remedy available to Town, the Consultant shall furnish at its own expense any redesign or revisions to the Construction Documents, Technical Specifications and Supplemental Conditions necessary to correct any negligent or material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The Town's review or approval of, or payment for, any Professional Services or deliverables under this Agreement and resulting work authorizations shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the

expiration or termination of this Agreement.

g.) Ethics Provisions; No Conflicts of Interest

- Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.
- Consultant represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the Town or any Town agency or selection committee.
- Consultant represents that it does not employ, directly or indirectly, the Mayor, members of the Town commission or any appointed Town official, department director, or member of any board, committee or redevelopment agency of the Town.
- Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or redevelopment agency of the Town who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.
- Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the Mayor, members of the Town commission, any department director or head of the Town, any employee of the Town or any official of the Town's redevelopment agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.
- Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any such interest shall be employed or engaged by it to provide the Professional Services.
- Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries, and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the Town under this Agreement.
- Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- Consultant shall promptly notify the Town in writing by certified mail of all

potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that the Consultant intends to undertake and shall request the opinion of the Town as to whether such association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Consultant. The Town agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Town shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Consultant under this Agreement.

In the event the Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, the Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

h.) Lobbying Certification

The Consultant certifies to the best of its knowledge and belief that no federal or state grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a member of Congress, a member of the Florida Legislature or any state agency.

i.) Truth in Negotiation Statement

Signature of the Agreement by the Consultant serves as the execution of a truth-in-negotiation certificate certifying that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement are accurate, complete and current at the time of contracting. The fees and expenses payable under the agreement shall be adjusted to exclude any significant sums should the Town determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to subcontractors or sub-contractors. Any such agreement adjustments must be made within one year following the expiration or termination of this Agreement.

j.) Financial Capability

The Consultant certifies that it has not filed for bankruptcy in the past five (5) years and is financially able to provide Professional Services under this Agreement. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by any work requests.

k.) No Felony or Fraud

The Consultant certifies that neither it, nor any of its principals have been convicted of a felony or fraud.

SECTION 6 - RESPONSIBILITIES OF THE TOWN

7.1 Designation of Representative

The Town agrees to designate an individual to act as the Town's representative with respect to the Professional Services to be rendered under this Agreement and any specific

work authorization(s), provided that such representative shall not have the authority to amend or modify this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define the policies and decisions of the Town with respect to the Consultant's Professional Services.

7.2 Specification of Town Requirements

The Town agrees to provide information as to the Town's requirements for the task or assignment under a work authorization, including design objectives and constraints, space, Town and performance requirements, flexibility and expendability and budgetary limitations.

7.3 Items to be furnished upon the Consultant's Request

The designated representative of the Town shall use reasonable efforts to provide to the Consultant, upon the Consultant's request, the following information, along with previous reports or studies and any other data relative to design or construction of a Project. The Town makes no representation that any such data or documents provided by the Town are accurate or reliable.

1. Data prepared by others relevant to any work authorization
2. Appropriate professional interpretations of data prepared by others relevant to any work authorization.
3. Environmental assessment and impact statements.
4. Property, boundary, easement, right-of-way, topographic and utility surveys.
5. Property descriptions, and
6. Zoning, deed and other land use restrictions

7.4 Access to Property

The Town agrees to arrange for access to and make all provisions for Consultant to enter Town property as required for Consultant to perform the Professional Services of this Agreement.

7.5 Attendance at Meetings

Upon request, a Town representative shall attend regularly scheduled Project progress meetings at the Town or Consultant's local office, as well as substantial completion inspections and final inspections. Consultant's Project Manager, shall attend all regularly scheduled Project progress meetings at the dates and times established.

SECTION 8 - DOCUMENTS

8.1 Ownership of Documents.

All plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, presentations of any kind, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and will become the exclusive property of the Town without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of the Professional Services and/or upon completion or termination of this Agreement. Upon delivery to the Town of said document(s), the Town shall be the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant shall not copyright any material and products or patent any invention developed under this Agreement. Consultant specifically waives and releases all rights which the Consultant may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). The Consultant acknowledges and affirms that pursuant to 17 U.S.C. §§106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. The Consultant waives and assigns to Town all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products,

invention and any work produced. Any reuse of the Consultant's prepared documents by the Town, except for the specific purpose intended under this Agreement, shall be at Town's sole risk and without liability or legal exposure to Consultant or its sub-consultants.

8.2 Obligation to Furnish Documents to the Town

The Consultant shall deliver to the Town for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all documents and materials prepared for the Town in connection with this Agreement.

SECTION 9 - STANDARD TERMS AND CONDITIONS

9.1 Consultants Competitive Negotiation Act

The parties confirm that the procurement of the Professional Services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom.

9.2 Personnel; Staffing; Sub-consultants

Independent Contractor Relationship: All persons employed by the Consultant and engaged in any of the work or Professional Services performed by the Consultant pursuant to this Agreement shall at all times be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees or agents of the Town. The Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than as may be specifically provided for in this Agreement. The Consultant shall be responsible to the Town for all Professional Services or work performed by the Consultant, or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

Parasole: The Consultant represents that its project manager and all staff identified in the Consultant's Proposal shall remain assigned to the Project, unless otherwise specifically released by the Town. All personnel engaged in performing the Professional Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. The Consultant specifically acknowledges that its employees are not covered by the Town's workers' compensation insurance and the Consultant shall be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the Town to the Consultant under this Agreement.

Non-Discrimination by Consultant: The Consultant warrants and represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, marital status, marital status or sexual orientation, and that in providing services, The Consultant does not discriminate with regard to any of the aforementioned factors.

Unauthorized Aliens/Patriot's Act: The knowing employment by the Consultant or its sub-consultants of any alien not authorized to work by the immigration laws of the Attorney General of the United States is prohibited and shall be a default of

this Agreement which results in unilateral termination. In the event that the Consultant is notified or becomes aware of such default, the Consultant shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. The Consultant's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement, and unilateral termination. The Consultant shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Consultant further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act").

Selection of Sub-Consultants. The Consultant shall obtain the prior written approval of the Town as to each proposed sub-consultant and the Town reserves the right to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If it becomes necessary to replace a particular sub-consultant to complete its part of the services, the Consultant shall promptly do so, subject to the prior written approval and acceptance of the new sub-consultant by the Town, which approval shall not be unreasonably withheld.

9.3 Compliance with Laws.

In the conduct of Professional Services under this Agreement, the Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and Town ordinances and regulations.

9.4 State Taxes.

The Consultant understands that in performing the Professional Services for the Town, Consultant is not exempt from paying sales tax to the Consultant's suppliers for materials required for the Consultant to perform under this Agreement. The Consultant shall not be authorized to use the Town's tax exemption number for purchasing supplies or materials.

9.5 Availability of Funds

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Town. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of agreements with a term of more than one year, but any agreement so made shall be executory only for the value of the Professional Services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the Town may terminate this Agreement upon no less than 24 hours notice to the Consultant. The Town shall be the sole and final authority as to the availability of funds.

9.6 Right to Audit.

The Consultant shall maintain adequate records for the Professional Services performed under this Agreement, including (a) timesheets kept in a clear and orderly fashion used to substantiate the monthly invoices in accordance with generally accepted accounting principles, and (b) adequate records to justify all charges, expenses and costs in performing the Professional Services, and (c) copies of communications regarding the performance of its obligations under this Agreement, for five (5) years following completion of the Services, or

conclusion of any litigation regarding this Agreement. The Town shall have the right to audit the Consultant's books and records, at the Town's expense, upon prior notice, with regard to the Services provided to the Town under this Agreement. The Consultant shall allow the Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by the Consultant to the Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Town's Internal Audit department shall be reimbursed to the Town by the Consultant and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Consultant within 45 days from presentation of the Town's findings to the Consultant. Failure by the Consultant to permit such audit shall be grounds for termination of this Agreement by the Town.

9.7 Public Records Law

With respect to public records, the Consultant is required to:

- Keep and maintain public records required by the Town to perform the service
- Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Consultant does not transfer the records which are part of this Agreement to the Town.
- Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant, or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the term of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Consultant keeps and maintains public records upon completion of the term of the Agreement, the Consultant shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

9.8 Confidentiality

The Consultant agrees that it will make no statements, press releases or Town releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Town and securing its written consent.

9.9 No Pledge

The Consultant shall not pledge the Town's credit or attempt to make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness.

9.10 Insurance.

The Consultant shall purchase from and maintain, in a company or companies

lawfully authorized to do business in Florida, such insurance as will protect the Town from claims set forth below which may arise out of or result from performance under this Agreement by the Consultant, or by a subcontractor of the Consultant, or by anyone directly or indirectly employed by the Consultant, or by anyone for whose acts the Consultant may be liable.

Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

The Town shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Consultant's self-insurance retention.

Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Town prior to execution of this Agreement. The Certificate of insurance shall be dated and show the name of the insured, the specific Project or work authorization by name, the name of the insurer, the number of the policy, its effective date, and its termination date.

Additional Insureds: All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the Town, its elected commissioners, appointed officers, employees and agents, as Additional Insureds. No costs shall be paid by the Town for an additional insured endorsement.

Required Coverage: The Consultant shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Automobile Liability: Not less than \$1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than \$2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the Town. Self-insured retentions or deductibles should not exceed \$50,000.00 for written agreements or contracts with the Town with a value of less than \$1,000,000; and

\$100,000 for contracts with a value of \$1,000,000 or more.

Insurance of Subconsultants. The Consultant shall contractually require and verify that its sub-consultants will maintain during the term of their agreement, the above types of insurance, in coverage amounts acceptable to the Town.

Anything to the contrary notwithstanding, the liabilities of the Consultant and any sub-consultants under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages

9.11 Indemnification.

The Consultant agrees to indemnify and hold harmless the Town, its elected and appointed officials, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and any other persons employed or utilized by the Consultant in provision of the Professional Services under this Agreement. To the extent considered necessary by the Town, any sums due to the Consultant under this Agreement may be retained by Town until all of Town's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by Town. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the Town for its own negligence, or intentional acts of the Town, their agents or employees, PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE. Nothing in this Agreement shall be deemed to be a waiver of the Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

9.12 Force Majeure

Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with agreement performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

9.13 Termination

Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon advance written notice to said defaulting party five (5) calendar days prior to termination. As a condition precedent to termination for cause, the defaulting party shall have the right to cure within 30 days unless another time frame is otherwise agreed to by the parties.

- In the event this Agreement is terminated by the Town for cause, the Town may

take over the Professional Services and complete them by contracting with another consultant (s) or otherwise, and in such event, the Consultant shall be liable to the Town for any additional cost incurred by the Town due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Professional Services and the cost of completion of such Professional Services which would have resulted from payments to the Consultant had this Agreement not been terminated.

The Town shall have the right to terminate this Agreement, in whole or in part, without cause, and for its convenience, upon five (5) days written notice to the Consultant. The Consultant shall have no right to terminate this Agreement for convenience.

Upon termination, the Consultant shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, GADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals, written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and Town projects to the Town. In the event of termination, the Consultant, upon receipt of the notice of such termination, shall:

(1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) transfer title to the Town (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the Town, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the Town.

In the event of termination, the Town shall compensate the Consultant for all authorized Professional Services satisfactorily performed through the termination date, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to the Consultant shall be made (1) for Professional Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall Town be obligated to compensate the Consultant for lost profits, or any resulting or consequential damages.

Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

9.14 Communications and Notice

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties.

9.15 Litigation; Governing Law; Venue; Waiver of Jury Trial; Attorney Fees

This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with the laws of Florida without regard to conflicts of law provisions. The Town and the Consultant agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or, if a federal court claim in the United States District Court, Southern District of Florida. The Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

9.16 Remedies

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

9.17 Inspector General.

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

9.18 Waiver.

Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of the Consultant, its employees, sub-contractors, agents and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications, Supplemental Conditions or other documents and works. nor shall any approval by the Town be deemed to be an assumption of such responsibility by the Town for a defect or omission in design, Construction Documents, Technical Specifications, Supplemental Conditions or other documents prepared by the Consultant, its employees, agents or sub-consultants.

9.19 Headings.

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

9.20 Counterparts; Digital Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendment or modifications to it, by electronic means.

9.21 Severability of Provisions

In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

9.22 Assignment

This Agreement may not be assigned by the Consultant without the written authorization of the Town after Town's determination of the ability of the assignee to perform the Professional Services. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

9.24 Entire Agreement; Controlling Provisions; Amendment

The Consultant submitted its Proposal dated May 29, 2018 (the "Proposal") in response to the Request for Qualifications No. 105-2018 issued by the Town (the "RFQ").

This Agreement, including the RFQ, and the Consultant's response ("Proposal"), which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

Except as otherwise specifically provided in this Agreement, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement; (2) the RFQ; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

This Agreement may only be modified by written amendment executed by the Town and the Consultant. Any amendments to this Agreement: (1) shall be subject to the mutual written agreement of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the Town. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with this paragraph.

9.25 Non-Exclusivity

This is a non-exclusive contract. The Town reserves the right, at its sole discretion, to utilize the services of other consultants, for all work categories identified in Section 1, at any time throughout the term of this contract.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below

ATTEST:

By: [Signature]
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: [Signature]
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 1st day of November 2018 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



[Signature]
Notary Public, State of Florida

WITNESSES

By: [Signature]
GINA LAWRENCE
Printed Name

NZ Consultants, LTD.

By: [Signature]
NILSA ZACARIAS
Printed Name

By: [Signature]
Printed Name

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 17, 2019**

Agenda Item No. *Tab 10*

Agenda Title: Resolution Authorizing and Directing Mayor to Execute the Grant Agreement for the Resilience Planning Grant from the Florida Department of Environmental Protection to Create a Stormwater Master Plan

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

CONSENT AGENDA

OLD BUSINESS

Approved by Town Manager

J.D. Gentry

Date:

7-2-19

Name/Title

Merrell Angstreich, Grants Writer

<p>Originating Department:</p> <p>Town Manager (Grants Writer)</p>	<p>Costs: \$44,570</p> <p>Funding Source: Stormwater Account</p> <p>Acct. # _____</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <p>*Resolution No. <i>55</i> -07-19</p> <p>*Contract</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case <i>MA</i></p> <p>Please initial one.</p>

Summary Explanation/Background: The Town of Lake Park has been awarded a grant of \$75,000 from the Florida Department of Environmental Conservation, Office of Resilience and Coastal Planning, for the creation of a Stormwater Master Plan. Under the terms of the grant agreement, the Town will contract with Water Resources Management Associates, Inc. for the creation of the plan. This plan will provide the Town with a stormwater management planning tool that will allow for the rehabilitation of the existing drainage system of 20 years and provide the Town with a forward-

looking approach and a framework through which sustainable practices can be deployed as the Town progresses through its natural growth and redevelopment cycle. This project is expected to last 10.5 months.

The goal of this project is to provide the Town with a plan designed to prevent future flooding issues that exist, in large part, due to sea level rise. The Stormwater Master Plan will include components that aim to capture as much water as possible on individual property sites in order to prevent or reduce discharges into the stormwater infrastructure system. This will limit downstream pollution while simultaneously allowing the system to better prevent flooding relating to sea level rise. The plan will include intense stakeholder engagement and public outreach, including ongoing meetings with community residents, local business owners, elected officials and other pertinent individuals, as appropriate.

It is required for the Town to enter into a grant agreement with the Florida Department of Environmental Protection for such grant. The purpose of this agenda item is to authorize and direct the Mayor to execute such grant.

Recommended Motion: I move to approve Resolution No. 55 -07-19

RESOLUTION NO. 55-07-19

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA TO
AUTHORIZE THE MAYOR TO EXECUTE THE
GRANT AGREEMENT WITH THE STATE OF
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION FOR THE CREATION OF A
STORMWATER MASTER PLAN**

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

WHEREAS, the Florida Department of Environmental Protection has granted the Town \$75,000 for the purpose of creating a Stormwater Master Plan; and

WHEREAS, it is necessary for the Town of Lake Park to enter into a grant agreement with the Florida Department of Environmental Protection for such grant; and

WHEREAS, the Town Commission has reviewed the grant agreement and has determined that it is the best interest of the Town to authorize the Mayor to execute the grant agreement.

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

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission hereby authorizes and directs the Mayor to sign the grant agreement with the Florida Department of Environmental Protection, a copy of which is attached hereto as Agenda Exhibit A.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

AGENDA EXHIBIT A

**COPY OF GRANT AGREEMENT
BETWEEN THE TOWN OF LAKE
PARK AND THE STATE OF FLORIDA
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
FOR THE CREATION OF A
STORMWATER MASTER PLAN**

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Stormwater Master Plan** Agreement Number: **R1904**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Lake Park** Entity Type: **Local Government**
Grantee Address: **535 Park Ave., Lake Park, FL 33403** FEID: **F59-6000355** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **June 30, 2020**

4. Project Number: **R1904** Project Location(s): **Town of Lake Park, 26.8003° N, 80.0664° W**
(If different from Agreement Number)

Project Description: *To create a Stormwater Master Plan to provide the Town of Lake Park with a stormwater management planning tool that will allow for the rehabilitation of the existing drainage system over 20 years and provide the Town with a forward-looking approach and a framework through which sustainable redevelopment practices can be deployed as the Town progresses through its natural growth and redevelopment cycle.*

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$75,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	CSFA #37.098	\$75,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$75,000.00

6. Department's Grant Manager Name: **Whitney Gray** Grantee's Grant Manager Name: **Richard Scherle**
or successor or successor
Address: **3900 Commonwealth Blvd.
MS235
Tallahassee, FL 32399** Address: **650 Old Dixie Highway
Lake Park, FL 33403**
Phone: **850-245-2098** Phone: **561-881-3345**
Email: **Whitney.Gray@FloridaDEP.gov** Email: **rscherle@lakeparkflorida.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	FOR AGENDA ITEM ONLY
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Lake Park **GRANTEE**

Grantee Name _____

By _____
(Authorized Signature) Date Signed

FOR AGENDA ITEM ONLY

Print Name and Title of Person Signing _____

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing _____

LEGAL REVIEWING ENTITY

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing _____

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
- e. https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, 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 for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. R1904**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is to create a Stormwater Master Plan to provide the Town of Lake Park with a stormwater management planning tool that will allow for the rehabilitation of the existing drainage system over 20 years and provide the Town with a forward-looking approach and a framework through which sustainable redevelopment practices can be deployed as the Town progresses through its natural growth and redevelopment cycle. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a fixed price Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 for each occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: R1904**

ATTACHMENT 3

Project Title: Stormwater Master Plan

Grantee Contact Information:

Organization Name: Town of Lake Park
Authorized Signer for the Organization: John D'Agostino
Title: Town Manager
Address: 535 Park Avenue
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: 561-881-3304
E-mail Address: jdagostino@lakeparkflorida.gov

Grant Manager Contact Information:

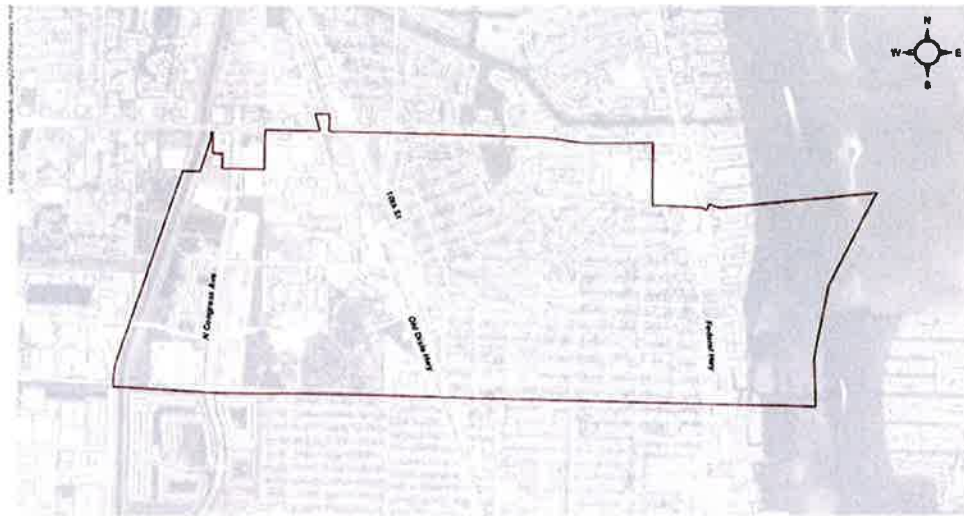
Organization Name: Town of Lake Park
Name: Richard Scherle, Director of Public Works
Address: 650 Old Dixie Highway
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: 561-881-3345
E-mail Address: rscherle@lakeparkflorida.gov

Fiscal Agent Contact Information:

Organization Name: Town of Lake Park
Name: Lourdes Cariseo, Finance Director
Address: 535 Park Avenue
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: 561-881-3351
E-mail Address: lcariseo@lakeparkflorida.gov

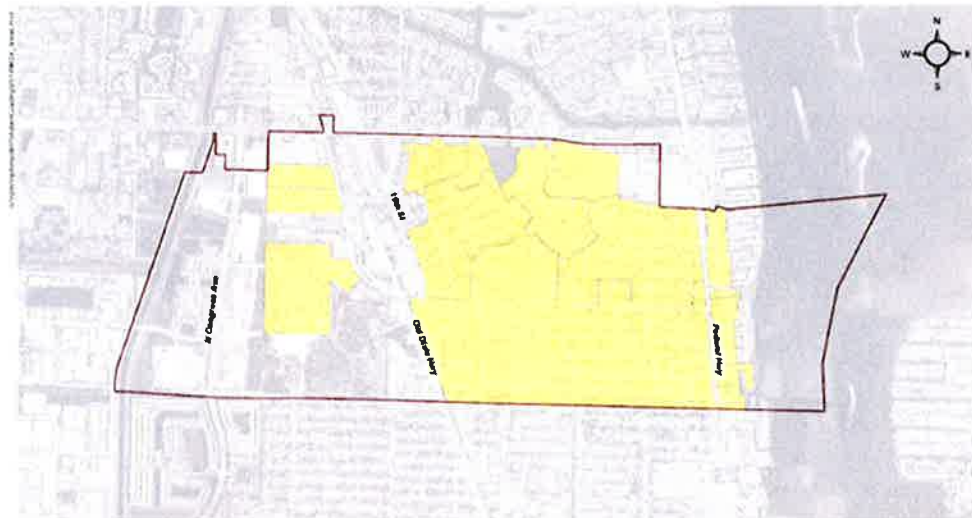
FEID No.: F596000355-001
DUNS No.: 025113747

PROJECT LOCATION: The Town of Lake Park, which is home to approximately 9,000 residents, as well as robust business and arts communities, is located in the northern part of Palm Beach County. The Town's coordinates are 26.8003° N, 80.0664° W. The Town of Lake Park comprises approximately 2.4 miles; this project encompasses nearly all of the Town. The map below illustrates the Town's boundaries, followed by a map of the Town's stormwater system.



**TOWN OF LAKE PARK
Jurisdictional Boundary**

Legend
 Boundary



**TOWN OF LAKE PARK
MS4 Service Area**

Legend
 Boundary
 MS4 Area

WORK PLAN

- 1. Project Summary:** The contractor will create a Stormwater Master Plan to provide the Town of Lake Park with a stormwater management planning tool that will allow for the rehabilitation of the existing drainage system over 20 years and provide the Town with a forward-looking approach and a framework through which sustainable redevelopment practices can be deployed as the Town progresses through its natural growth and redevelopment cycle. To do so, the contractor

will examine existing data, analyze the performance of the storm sewer and drainage swale infrastructure, conceptualize alternatives, make recommendations for rehabilitation and develop a capital improvement program for project implementation.

- 2. Project Description:** The Town of Lake Park will contract with Water Resources Management Associates, Inc. (WRMA) to undertake this project, which is expected to last 10.5 months. This project entails the creation of a Stormwater Master Plan for the Town of Lake Park. The Town, which is a coastal community, has been, and will continue to be, impacted by sea level rise, which has created conditions ripe for coastal flooding. In addition to the inherent transportation problems associated with significant drainage issues, this flooding creates obvious health hazards (the standing water that remains after floods attracts mosquitoes) and less apparent health hazards, including the inability of medical transportation vehicles to access the elderly individuals in the Town who need to get to appointments with their doctors or other health care providers. Further, the pollutants inherent in stormwater runoff lead to water pollution that is detrimental to the local ecosystem.

The goal of this project is to provide the Town of Lake Park with a plan designed to prevent future flooding issues that exist, in large part, due to sea level rise. The Stormwater Master Plan will include components that aim to capture as much water as possible on individual property sites in order to prevent or reduce discharges into the stormwater infrastructure system. This will limit downstream pollution while simultaneously allowing the system to better prevent flooding relating to sea level rise. This plan will include intense stakeholder engagement and public outreach, including ongoing meetings with community residents, local business owners, elected officials and more.

The Town of Lake Park is requesting \$75,000 from the Florida Department of Environmental Protection for this project. The Town will assume responsibility for the additional \$44,570 of the total \$119,570 cost of the undertaking.

- 3. Project Need and Benefit:**

- a. Demonstrated Need*

The Town of Lake Park (originally Kelsey City) was the first zoned municipality in Florida (1923). It comprises an area of 2.4 square miles and is home to a population just shy of 9,000 residents. The Town of Lake Park is composed of residential areas on its eastern boundary and an industrial area to the west.

The Town experienced significant development beginning in the early 1950s, and was considered fully developed by the 1980s, however town ordinances – specifically those related to the regulation of drainage – did not exist during this time. Drainage infrastructure was installed by developers and the Town as it became necessary. In early 1980, the Town identified a need for a comprehensive stormwater drainage improvement program, and in May of that year a Comprehensive Plan was adopted. In 1986, a Stormwater Master Plan was prepared with the objective of developing a stormwater “atlas” of drainage facilities and to assist the Town’s department of public works in prioritizing operations and maintenance activities. That plan was updated in 1993 and again in 1996 with recommended improvements to the system (at an estimated cost of \$6.37 million in 1996 dollars).

In 2008, the Town of Lake Park established a stormwater utility to partially finance the Town’s stormwater program. The dedicated utility established a user fee of \$6.50 per Equivalent Stormwater Unit (ESU) based on the amount of impervious surface area of a typical residential unit, which consists of approximately 5,202 square feet. The current user fee is \$10.00 per ESU, underscoring the Town’s strong commitment to dealing effectively with flooding.

The Town's current stormwater drainage system consists mostly of grassed swales for conveyance of runoff to catch basins and underground pipes discharging through 10 major outfalls to the Intracoastal Waterway Lake Worth Lagoon and the C-17 Canal. It has been more than two decades since the last drainage master plan was updated. The Town's Department of Public Works has noted that the aging drainage infrastructure is failing at an increasingly rapid rate. Development, climate change and environmental stressors pose a challenge to the drainage system's capacity to handle storm events, regardless of magnitude.

To address these new challenges, the Town has identified a need to update and/or develop a new Stormwater Master Plan using recently updated system infrastructure maps that are composed of field collected survey data, coupled with the application of new GIS-based LiDAR topography data, state-of-the-art hydrologic and hydraulic modeling technology and sustainable planning approaches, including green infrastructure best management practices and low impact development techniques for management of stormwater runoff.

The final project outcome will be the creation of a Stormwater Master Plan designed to serve as a tool for the Town of Lake Park to utilize over the next two decades to support the rehabilitation of the Town's existing drainage system and create a forward-looking approach to sustainable redevelopment in the future.

b. Purpose

The Town of Lake Park is part of Palm Beach County, which employs intergovernmental coordination (with the Town, as well as other local municipalities) as part of its Coastal Management Element in order to address the impacts and implications of development on the coastal and estuarine ecosystems. The Town's proposed project meets the purpose of Priority Area 3, which focuses on continuing resiliency planning. The proposed project will both utilize and promote green infrastructure and low impact development approaches in stormwater management design and drainage policy, rather than the standard end-of-pipe treatment approach, which typically requires vacant land for construction of detention/retention facilities. In order to address climate change, the Stormwater Master Plan will also include the performance of vulnerability and adaptability assessments for use in stormwater capital improvement program planning and implementation.

Specifically, as part of Task #5, Climate Change and Sea Level Rise Assessment (see below), WRMA will perform a vulnerability analysis to assess the impacts of climate change and sea level rise; these findings will be considered throughout the development of the Stormwater Master Plan. It will also conduct a sea level rise adaptation analysis and recommend tools for infrastructure mitigation, adaptation and policy formulation to address the impacts of sea level rise. As a result of these combined analyses, WRMA will produce a sustainability assessment report that it will provide to the Town.

c. Feasibility

The Town of Lake Park has engaged the specialized engineering firm of Water Resources Management Associates (WRMA) to execute this project. WRMA has been in business for more than a decade, and applied its experience and expertise to the creation of a comprehensive proposal it provided to the Town that includes the scope of services, project approach, price proposal and proposed project schedule necessary to create the Stormwater Master Plan. WRMA met with the Town's Director of Public Works, as well as other Town staff members, and reviewed as-built records and existing technical reports and documentation, in order to fully understand the Town's needs for this project and ensure its overall feasibility.

WRMA relied on its significant experience with similar projects when creating the timeline for the Town of Lake Park's endeavor. The proposed timeline associated with the project calls for the

completion of the project one month prior to the mandatory April 30, 2020 deadline. Although not expected to be needed, the additional month allows for the completion of any activities that may ultimately require more time than originally expected.

4. **Budget Summary:** Allowable budget categories and costs for this project are listed in the table below.

FIXED FEE Grant Amount Awarded	\$75,000
<i>Town's Funding Contributions</i>	<i>\$44,570</i>
AGREEMENT TOTAL	\$119,570

5. **Project Timeline:** All tasks are to be completed and submitted no later than the Deliverable due date listed in the table below. Request for any change must be submitted prior to the current deliverable due date listed in the project timeline. Request are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Funding Amount
1	Data Collection/Management	8/23/2019	\$7,500
2	Community Rating System (CRS) Program Review	12/31/2019	\$7,500
3	Outreach & Communication	1/31/2020	\$7,500
4	Climate Change and Sea Level Rise Assessment	2/21/2020	\$7,500
5	Operations and Maintenance (O&M) Program Review	3/20/2020	\$7,500
6	Water Resources Engineering Modeling Science	4/3/2020	\$7,500
7	Project Management	4/22/2020	\$7,500
8	Alternatives Analysis	4/22/2020	\$7,500
9	Stormwater Utility Administration And Funding Sources	4/24/2020	\$7,500
10	Stormwater Master Plan (SWMP) Report	4/28/2020	\$7,500
Total			\$75,000

6. **Performance Measure:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. All deliverable documents must be provided in an electronic downloadable format.
7. **Consequences for Non-Performance:** The Department will reduce each Task Funding Amount by 5% for every day that the Deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current Deliverable Due Date, the 5% reduction of that Task

Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

8. **Payment Request Schedule:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all Deliverables for that Task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that Task and must be submitted within 45 days of the Deliverable Due Date.

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all Tasks, and must be submitted within 45 days of the Deliverable Due Date.

TASKS & DELIVERABLE

Task #1

A. Title: Data Collection/Management

B. Description: As part of this task, WRMA will review the adequacy of previously collected data to prepare the project's hydrologic and hydraulic (H&H) tasks and make recommendations, if necessary, for additional data acquisition. Other data collection and management activities to be performed by WRMA include data cataloguing using asset management principles for inventory and cataloguing of the stormwater management/drainage system linear and control structures assets; obtaining and processing Light Detection and Ranging (LiDAR) datasets for the development of a project base map inclusive of linear assets and control structures; and development of the base map (including location, type of structure, dimensions necessary for modeling, invert elevations necessary for modeling, general condition information and any other necessary data) to be incorporated into the H&H model. WRMA will identify data input parameters for the development of the H&H model to be prepared as part of Task 4, including parameters such as watershed boundaries, drainage basin delineation, FEMA flood profiles and floodplain maps, and identifying areas of known flooding, characteristics of land cover, stormwater sewer networks and potential inflow/infiltration points. These activities will be completed in accordance with the project timeline.

Deliverable: Data collection and management technical report.

Task #2

A. Title: Community Rating System (CRS) Program Review

B. Description: WRMA will review the Town's CRS program with regard to new guidelines/scoring and recent requirements, including the Town's 2017 DFIRM Floodplain Management Plan Update. WRMA will provide technical support and guidance to maximize the Town's CRS classification and effectively leverage SWMP activities for CRS points with the goal of achieving a lower rating (currently at 8). Additional activities will include assisting the Town's CRS administrator with public outreach and infrastructure recommendations, identifying key opportunities to increase the Town's use of green infrastructure and sustainable stormwater BMPs/low-impact development, and evaluating and identifying appropriate state-of-the-art BMPs including rain gardens, permeable pavements, infiltration strips, bio-swales and more for inclusion in the land development code. The BMPs

will address runoff, flooding and water quality issues. This task will be completed in accordance with the project timeline.

- C. Deliverable:** Community rating system program review technical report.

Task #3

- A. Title:** Outreach & Communication

B. Description: Outreach is an essential task, and effective communication will be necessary to the success of this project. The purpose of this task is to identify and engage the project's stakeholders and to provide a foundation and establish expectations for all project communications. This task will commence with the development of an outreach plan identifying stakeholders, agencies and methods for communicating with the public concerning development of the Town's Stormwater Master Plan (communication techniques may include development of marketing materials and social media campaigns, web pages on the Town's official website at www.lakeparkflorida.gov containing important information such as dates and times of outreach events, and educational materials). The task will also include one-on-one meetings with each Town Commissioner, who will be given the opportunity to appoint citizens to the Stormwater Technical Committees. WRMA will conduct meetings with regulatory agencies (including, but not limited to, the South Florida Waste Management District, FEMA, the Florida Department of Environmental Protection, Palm Beach County, and others), as necessary. Because stakeholder support is critical to the success of this project, WRMA will identify the key stakeholders at all levels (such as elected officials, Town employees, the general public/citizen committees, the Town's business owners, etc.), and will consult them, request their input, and obtain their support for the project. WRMA will develop educational materials regarding important project developments for dissemination to interested parties. These activities will be completed in accordance with the project timeline.

- C. Deliverable:** Agendas, notes, and sign in sheets from meetings; copies of any resolutions or ordinances proposed and/or passed by the Town's elected officials; outreach plan outline; copies of educational and outreach materials.

Task #4

- A. Title:** Climate Change and Sea Level Rise Assessment

B. Description: Activities associated with this task include a vulnerability analysis to assess the impacts of climate change and sea level rise, the results of which will be considered throughout the development of the Stormwater Master Plan. At least two of the scenarios/sea level rise projections defined by the Southeast Florida Climate Change Compact in the Southeast Florida Regional Climate Action Plan 2.0 will be used for this analysis. WRMA will identify vulnerable areas and assess the effectiveness and longevity of the Town's stormwater infrastructure as it relates to sea level rise. In addition, WRMA will recommend tools for infrastructure mitigation, adaptation and policy formulation to address sea level rise impacts. This will be done in accordance with the project timeline.

- C. Deliverable:** Stormwater system sustainability assessment report.

Task #5

- A. Title:** Operations and Maintenance (O&M) Program Review

B. Description: WRMA will review the Town's stormwater operations and maintenance program, including stormwater/drainage system standards details, construction methods, and

materials lists, and provide recommendations for enhanced standards. WRMA will apply asset management practices to assess the adequacy of the Town's operations and maintenance activities related to stormwater management and recommend proactive measures, and will review the Town's repair and replacement rehabilitation program including review of the process for acquisition of stormwater system condition assessment data. Activities associated with this task will be undertaken according to the project timeline.

C. Deliverable: Operations and maintenance program review technical report.

Task #6

A. Title: Water Resources Engineering Modeling Science

B. Description: In consultation with the Town's project manager, WRMA will select software and H&H models for the project. WRMA will also develop hydrologic parameters for stormwater modeling; select hydraulic parameters for cross-sections for swales and channels from survey and LiDAR; develop a preliminary H&H model and provide the modeling results for review to the Town project manager with an analysis of the results. WRMA will also assess model performance through calibration analysis; review the Town's MS4 NPDES permit, which establishes the Town's baseline approach to water quality; and perform a compliance review of the Town's stormwater management monitoring data. These activities will be performed in accordance with the project timeline.

C. Deliverable: 1) Hydrologic and hydraulic modeling technical report and 2) Water quality assessment technical report.

Task #7

A. Title: Project Management

B. Description: This task includes the various meetings required for project status updates or face-to-face meetings at the Town's request. The methods of progress updates will be chosen based on the Town's requirements, but may include periodic meetings and phone calls to the Town's project manager for notification of the project's progress. Other activities to be performed as part of this task include preparation of bi-weekly or monthly written progress reports to provide documented status of the project, performance of quality assurance and quality control review of all project deliverables by ensuring clear assignments of responsibilities to all project team members; and conducting regular project reviews to address critical issues and ensure the project design meets current standards, is appropriate for the project scope, and is cost-effective. These activities will take place according to the project timeline.

C. Deliverable: Copies of progress reports for every meeting held, to include a list of attendees present.

Task #8

A. Title: Alternatives Analysis

B. Description: As part of the alternatives analysis, WRMA will perform drainage level of service (LOS) analysis to assess the potential for flooding throughout the Town at the local level (nuisance flooding), at the basin level (flooding LOS), and as a function of climate change (coastal/sea level rise), as well as increasing storm event intensities (flooding frequency and duration). WRMA will perform a floodplain review utilizing updated FEMA DFIRMS maps, comparing FEMA DFIRM 100-year base flood elevations with WRMA calculated 100-year/three-day storm event elevations; perform analysis of proposed

rehabilitation alternatives based on a study of current and forecasted drainage LOS deficiencies; study areas where known drainage infrastructure is lacking; and identify problem areas. WRMA will evaluate alternatives by identifying priority areas where flooding or water quality problems exist and areas where intense growth is likely and where land uses will be changed in the future; working with Town staff to create a matrix and methodology for the analysis of project alternatives; and formulating potential stormwater/drainage system rehabilitation strategies. WRMA will also meet and discuss pertinent permitting issues with South Florida Water Management District regulatory staff to allow for conceptual permitting of projects that result from the project. Flood damage will be estimated and a priority ranking system will be developed for problem areas. This comprehensive array of activities will be performed in accordance with the project timeline.

- C. **Deliverable:** Meeting agendas, notes, and sign in sheets; LOS modeling technical report; FEMA floodplain review technical report; and Alternatives analysis technical report.

Task #9

- A. **Title:** Stormwater Utility Administration And Funding Sources
- B. **Description:** For this task, WRMA will review the structure of the current stormwater utility program including the number of users, the mechanism to assess the fee and the funding sources; review the Town's stormwater utility (including the fee) and make recommendations for adjusting the fee equivalent stormwater unit (ESU) calculation parameters and rate structure; and assist the program with identifying alternative funding opportunities. These tasks will be undertaken in accordance with the project timeline.
- C. **Deliverable:** Stormwater utility review technical report.

Task #10

- A. **Title:** Stormwater Master Plan (SWMP) Report
- B. **Description:** WRMA will prepare a draft report of the Stormwater Master Plan, including an executive summary, a summary list of recommendations, and a recommended action plan for implementation, including responsible parties, estimated budgets and schedule for completion. This report will be presented to Town management and officials, and a series of workshops will be scheduled with stormwater staff and the advisory committees to help further define the objectives and measures for the Stormwater Master Plan. Upon acceptance of a final draft report, WRMA will finalize the remaining sections and provide the report to the Town for comments. Ultimately, WRMA will finalize the Stormwater Master Plan and provide it to the Town. This will be completed during the final month of the project.
- C. **Deliverable:** Agendas, minutes/notes, and sign in sheets from workshops; Final Stormwater Master Plan report and supporting documentation; and Final H&H model data.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
Agreement Number R1904**

Attachment 5



Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at <https://apps.fldfs.com/fsaa/>.

The administration of resources awarded by the Department of Environmental Protection to the Grantee may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Environmental Protection staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department of Environmental Protection staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of Environmental Protection by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements,

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Note: The state awarding agency should address other miscellaneous matters affecting audits of federal awards, such as websites with information that would facilitate the Grantee's compliance.

Part II: State Funded

Note: This part is applicable if the Grantee is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Note: The state awarding agency should address other miscellaneous matters affecting audits of state financial assistance, such as identifying websites with information that would facilitate the Grantee's compliance.

Part III: Other Audit Requirements

Note: This Part should be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by federal or state laws and is not in conflict with other federal or state audit requirements). Pursuant to section 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department of Environmental Protection at each of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection

Office of the Inspector General, MS 40

3900 Commonwealth Boulevard

Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- b. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Grantee directly to:

The Department of Environmental Protection at each of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection

Office of the Inspector General, MS 40

3900 Commonwealth Boulevard

Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Grantees, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of **five** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, the CFO, or Auditor General upon request for a period of **three** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee Pursuant
to this Agreement Consist of the Following:**

Note: If the resources awarded to the Grantee represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

1. Federal Program A:

List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

2. Federal Program B:

List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

Note: If the resources awarded to the Grantee represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.

1. Federal Program A:

List applicable compliance requirements as follows:

- a. *First applicable compliance requirement (e.g., what services or purposes resources must be used for).*
- b. *Second applicable compliance requirement (e.g., eligibility requirements for Grantees of the resources).*
- c. *Etc.*

2. Federal Program B:

List applicable compliance requirements as follows:

- a. *First applicable compliance requirement (e.g., what services or purposes resources must be used for).*
- b. *Second applicable compliance requirement (e.g., eligibility requirements for Grantees of the resources).*
- c. *Etc.*

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the Grantee to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the Grantee must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referred to.

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

Note: If the resources awarded to the Grantee for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

1. Federal Program A:
List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).
2. Federal Program B:
List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the Grantee represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:
*Awarding Agency: Florida Department of Environmental Protection
Catalog of State Financial Assistance Title: Florida Resilient Coastal Program
CSFA #: 37.098
Amount of award: \$75,000.00
State Fiscal Year: 19/20
State Appropriation Category: 100593*
2. State Project B:
List state awarding agency, Catalog of State Financial Assistance title and number, and \$ (amount).

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of Environmental Protection for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the Grantee.

For questions regarding Form DFS-A2-CL, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA RESILIENT COASTLINES PROGRAM**

ATTACHMENT 6

1. **Permits.** The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following replaces paragraph 10., **Status Reports**, Attachment 1, Standard Terms and Conditions:
 - a. **Quarterly Reports.** The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.
 - b. **Final Project Report.** The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
3. **Ineligibility.** If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Florida Resilient Coastlines Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
4. **Copyright, Patent and Trademark.** The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under a grant or contract under a grant.
 - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
5. **Publications, Photographs, Audiovisuals & Signs.** Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logos (which can be found on the Department's website at <https://floridadep.gov/resilience> or by contacting the Department's Grant Manager for a copy) and the following statement on the cover or the first page:

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line shall identify the month and year of the publication.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	R1904		
Grantee Name:	Town of Lake Park		
Grantee Address:	535 Park Ave., Lake Park, FL 33403		
Grantee's Grant Manager:	Richard Scherle	Telephone No.:	561-881-3345
Project Title:	Stormwater Master Plan		
Reporting Period:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. R1904 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RESILIENT COASTLINES PROGRAM**

**INSTRUCTIONS FOR COMPLETING
EXHIBIT C**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address to which you want the state warrant (payment) sent.

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

DATE OF REQUEST: This is the date you are submitting the report to DEP.

TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS CLAIM*" column.

GRANTEE'S GRANT MANAGER: This is the person identified as grant manager in the grant agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period requesting reimbursement for.

DELIVERABLE NO.: Enter the number of the DELIVERABLE for which you are requesting payment.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed tasks during the invoice period for which you are requesting reimbursement.

This must be by budget category as in the currently approved budget in Attachment 3 (Project Work Plan), or amendment of your grant Agreement.

Do not claim expenses in a budget category that does not have an approved budget.

Do not claim items that are not specifically identified in the current Budget section of Attachment 3.

NOTE: Shaded areas are auto calculated.

Enter the total amount budgeted for each category type as approved in Attachment 3 in the "*BUDGETED AMOUNT*" line.

Enter the amount of this request for each category type as approved in Attachment 3 in the "*AMOUNT OF THIS REQUEST*" line.

Enter the total cumulative amount of this request and all previous payments on the "*PAYMENTS RECEIVED*" line.

The amount for the "*REMAINING AMOUNT*" line, will automatically calculate and populate.

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

Required Back-up Documentation for each Deliverable:

Completed Exhibit C showing requested funds for payment.

Completed Exhibit A (Progress Report) showing requested task to be 100% completed, for requested funds.

EXHIBIT F

DEP AGREEMENT NO. R1904

Stormwater Master Plan

Town of Lake Park

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Exhibit F, DEP Agreement #: R1904

1 of 4

Rev. 3/11/2019

Final Project Report
Stormwater Master Plan

Executive Summary

[Empty box for Executive Summary content]

Methodology

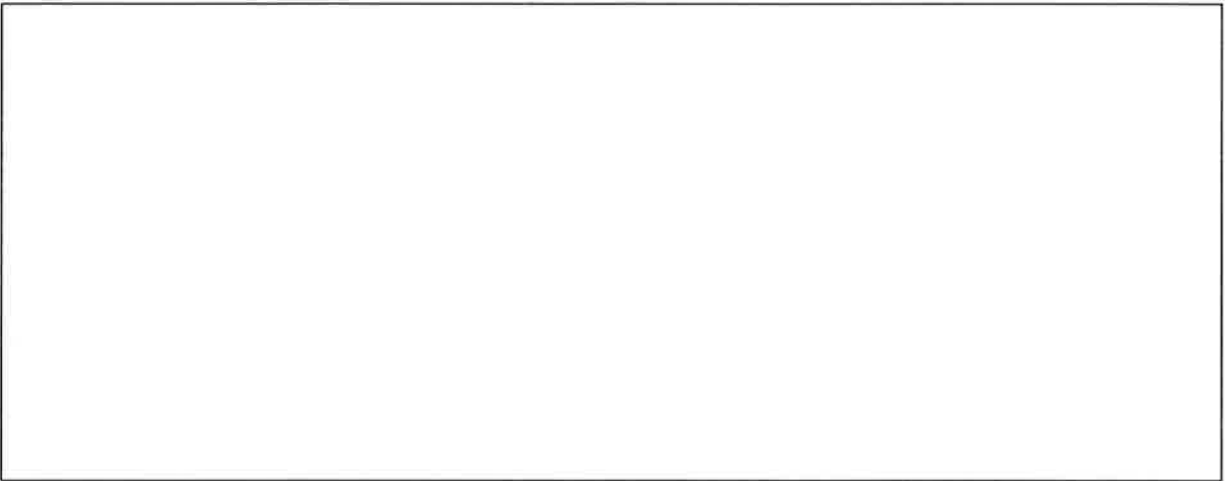
[Empty box for Methodology content]

Outcome

[Empty box for Outcome content]



Further Recommendations



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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

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**Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT No. R1904

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

Exhibit G, DEP Agreement #: R1904

1 of 1

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2019

Agenda Item No. Tab 11

Agenda Title: Resolution for Amendment to the Agreement with My PR Guru LLC for the Development and Implementation of a Crisis Communications Strategy to Combat Crime Perceptions

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager _____

[Signature]

Date: _____

7-2-19

Name/Title

ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR

<p>Originating Department:</p> <p>Town Manager</p>	<p>Costs: \$ <u>24,000.00</u></p> <p>Funding Source: •</p> <p>Acct. #</p> <p><input type="checkbox"/> Finance <u>Clarise</u></p> <p><u>001-51-512-104</u></p> <p><u>31000</u></p> <p><u>Mid Year Budget Adj</u></p>	<p>Attachments:</p> <p>Resolution; Copy of March 29, 2018 Agreement – Exhibit A; My PR Guru Crisis Communications Proposal to Combat Crime Perception (Revised May 20, 2019) – Exhibit B; and, Copy of Amendment to Agreement with My PR Guru LLC in redline format – Exhibit C</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>BMT</u></p> <p>OR</p> <p>Not applicable in this case _____</p> <p>Please initial one.</p>

Summary Explanation/Background:

On March 29, 2018, the Town entered into an agreement with My PR Guru LLC (the "Agency") for the development and electronic distribution through e-blast of a monthly Town newsletter targeting Town residents and interested stakeholders. A copy of this Agreement is attached hereto as **Exhibit A**. The Agency has since submitted to the Town a Crisis Communications Proposal to Combat Crime Perceptions, a copy of which is attached hereto as **Exhibit B**. The purpose of this proposal is to amend the March 29, 2018 Agreement to include the development and implementation of a strategy to accomplish the following objectives:

- To improve public perception of the safety of the municipality (the Town);
- To raise awareness of the Town's positive steps towards crime reduction;
- To increase media knowledge of crime reduction events and stories in the Town;
- To combat a perception that Lake Park is unsafe; and
- To create a better on-line presence for the Town regarding safety

While the Agency will continue to develop and distribute the Town monthly newsletter, the goal of the above effort will be more comprehensive – i.e., it will be to also execute the development and implementation of a strategy to combat news coverage and public perception.

In developing and implementing the above strategy, the Agency will work hand-in-hand with the marketing firm that will be selected by the Community Redevelopment Agency Board for the purpose implement a marketing plan for the Community Redevelopment Agency.

The cost associated with the March 29, 2018 Agreement for the development and distribution of a monthly Town newsletter is \$12,000.00. The cost of the services set forth in the amended Agreement, a copy of which is attached hereto in redline format as **Exhibit C**, is \$24,000.00 – for a total cost of \$36,000.00.

Staff recommends approval.

Recommended Motion: I move to adopt Resolution 56-07-19.

RESOLUTION NO. :56-07-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT WITH MY PR GURU, LLC FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CRISIS COMMUNICATIONS STRATEGY AND FOR THE CONTINUED PROVISION OF STRATEGIC COMMUNICATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (the "Town") has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, on March 21, 2018, the Town Commission adopted Resolution 17-03-18 authorizing the Town Manager to execute a service contract with My PR GURU, LLC to provide strategic communication services, which have consisted of the design and distribution of a monthly newsletter for Town residents; and

WHEREAS, the Town Commission has reviewed the Amendment to the Agreement dated June 22, 2019 as presented by My PR GURU, LLC for the development and implementation of a crisis communications strategy to combat crime perceptions, and for the continued provision of strategic communication services; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to authorize the Town Manager to execute the Amendment to the Agreement.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager is hereby authorized to execute the Amendment to the Agreement dated June 22, 2019, a copy of which is attached hereto as Exhibit C.

Section 3. This Resolution shall be effective upon adoption.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 29 day of March 2018 by and between My PR Guru, LLC, (hereinafter referred to as "the Agency") a Florida LLC, located at 11419 W. Palmetto Park Road, #971402, Boca Raton, Florida, 33497 and the Town of Lake Park, Florida (hereinafter referred to as the "Client") located at 535 Park Avenue, Lake Park, FL 33403 for a period of twelve (12) months.

WITNESSETH

WHEREAS, the Client desires to employ the public relations, crisis management, and media relations services available through the Agency; and

WHEREAS, the Client has determined that the Agency is qualified and willing to render these services;

The parties hereto agree as follows:

I. APPOINTMENT

The Client hereby retains the Agency and authorizes it to act as its agent in accord with the terms of this agreement. This appointment becomes effective upon the parties' execution of this Agreement execution and shall remain in full force and effect until terminated per terms below.

II. AGENCY FEE

The Client shall pay the Agency a monthly fee for services as detailed on EXHIBIT A, which is attached hereto and incorporated herein.

III. MATERIALS AND SERVICES

All charges to client will be billed monthly and will include all agency fees and client-approved outside vendor and/or media charges.

Agency services and fees have been agreed to and defined on the attached EXHIBIT A. The EXHIBIT may be modified through mutual, written consent of both parties.

Client may modify, reject, cancel, or stop work in progress at by delivering written notice. In this event, however, Client will retain sole liability for all commitments made by the Agency prior to such action, and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval, prior to the delivery of the written notice

IV. OWNERSHIP OF MATERIALS

All completed materials created and/or produced by the Agency and accepted by the Client shall become the property of the Client upon receipt by the Agency of payment in full for all services rendered by the Agency during the effective dates of this agreement. Such materials created by the Agency on behalf of the client are public records.

V. SHIPPING

All shipping, express package or express mail charges incurred by the Agency on behalf of the Client will be billed to the Client at cost.

VI. GENERAL TERMS

Client acknowledges that Agency cannot guarantee results, media coverage or exposure, as campaigns, crisis communications, media relations, public relations, marketing and other similar efforts involve third parties. The Client further agrees to indemnify and hold harmless the Agency from any and all claims, judgements or costs incurred by Client, including reasonable attorney's fees, resulting from any actions taken by Agency or that the Agency may become involved by reason of any contractual action taken on behalf of the Client.

The Agency will take reasonable care of all materials Client entrusts to the Agency and return such materials upon the expiration of this Agreement so long as all bills have been paid by the Client. Any document provided to the Agency by the Client and designated in writing as containing confidential, proprietary or privileged information will not be disclosed to any third party, unless required by law, court order, or relevant regulation. The Agency will not be responsible for the loss or destruction of such materials, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by the Agency's own negligence.

VII. EMPLOYMENT OF AGENCY PERSONNEL

During the term of this Agreement and for a period of one year following its termination, the Client agrees not to hire any employee (past or

present) of the Agency who worked on the Client's account while employed by the Agency.

VIII. TERMINATION

Either party hereto may terminate this agreement by giving ninety days (90) prior written notice thereof by certified mail or registered mail to the other party. Unused or unpublished advertising materials, copy, presentations, plans and/or ideas prepared or proposed by the Agency will remain the Agency's property regardless of whether or not the physical embodiment of such items is in the Client's possession in any form. For use of any such items by the Client, the Agency shall be compensated at its prevailing rates.

IX. AMENDMENTS TO AGREEMENT

Any amendments or modifications to this agreement shall be invalid unless made in writing and executed by the parties to this agreement or authorized representatives thereof.

X. ARBITRATION

If either party has any dispute directly or indirectly arising out of or relating to either party's performance pursuant to this Agreement, it may be settled by arbitration before and in accordance with the rules of the American Arbitration Association. Any judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction.

XI. CHOICE OF LAW/VENUE

This agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any arbitration shall be in Palm Beach County at a location mutually agreeable to the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this 27 day of March, 2018.



On Behalf of the Town of Lake Park, Florida



On Behalf of My PR Guru, LLC

EXHIBIT A

FEE

The Agency and Client have agreed to the following Agency services and fees:

In full consideration for the performance of the Services hereunder and detailed in Section I, the Client shall pay the Agency on a monthly retainer basis at the agreed upon rate of \$1,000.00 /month. Third party vendor costs not included, but billed at cost with no markup.

Agency will provide the below listed services, representing a monthly time commitment of twenty (20) hours. Agency will inform Client if time commitment is approaching twenty (20) hours in any single calendar month and seek Client approval for any additional work over twenty (20) hours. Upon written approval by Client, Agency will exceed twenty (20) hours in a single calendar month at a compensation of \$150/hour. If Agency does not inform Client in advance of additional hours, or if Agency does not receive written approval in advance for additional hours, additional hours will not be billed to Client.

Payments are due upon receipt of billing. The first payment (prorated if necessary) shall be due upon execution of the Agreement.

SERVICES

The Agency will serve as the town's strategic communications consultant. Services included is this agreement:

Newsletters:

The design and creation of a once-monthly electronic newsletter for Town residents. My PR Guru, LLC will be responsible for researching and writing the content on a monthly basis. The electronic newsletter will be in an e-mail friendly format.

Included in the services will be a monthly companion graphically designed print version of the newsletter containing similar content to the electronic newsletter. My PR Guru, LLC will provide client with a print-ready graphic file. Print version will be a bi-fold 8.5 x 11 inch, four page collateral piece. Client will be responsible for logistics and costs of printing and distribution.

###

RESOLUTION NO. 17-03-18

**A RESOLUTION OF THE OF THE TOWN COMMISSION
OTF THE TOWN OF LAKE PARK AUTHORIZING AND
DIRECTING THE TOWN MANAGER TO EXECUTE A
SERVICE CONTRACT WITH MY PR GURU, LLC TO
PROVIDE STRATEGIC COMMUNICATION SERVICES;
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the Town of Lake Park desires to contract with PR GURU to have it design and create a monthly newsletter for Town residents; and

WHEREAS, MY PR GURU, LLC in coordination with the Town Manager would be responsible for researching and writing the content of the newsletter on a monthly basis; and

WHEREAS, MY PR GURU, LLC will provide the once monthly newsletter in electronic e-mail friendly format; and

WHEREAS, MY PR GURU, LLC will also provide a monthly companion graphically designed print version of the monthly newsletter containing similar content to the electronic newsletter; and

WHEREAS, MY PR GURU, LLC will provide a print-ready graphic file, will be a bi-fold 8.5 by 11 inch four page collateral piece; and

WHEREAS, Exhibit A of the contract is incorporated and is part of the resolution; and

NOW THEREFORE, be it resolved by Board of Commisioners of the Town of Lake Park; that

Section 1. The whereas clauses are incorporated herein.

Section 2. The Town Manager is authorized and directed to execute the Service Agreement between the Town of Lake Park and MY PR GURU LLC, a copy of which is attached hereto and incorporated herein.

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

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER ERIN FLAHERTY	<u>/</u>	—
COMMISSIONER ANNE LYNCH	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>Absent</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 17-03-18 duly passed and adopted this 21 day of March, 2018.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
MICHAEL O'ROURKE
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY

My PR Guru LLC



My Gov Guru

Comprehensive Public Outreach & Communications

Town of Lake Park

CRISIS COMMUNICATIONS PROPOSAL TO COMBAT CRIME PERCEPTIONS

March 29, 2019 – **REVISED MAY 20, 2019**

Proud Public Professional Memberships



MyPRguru.com

MyGovGuru.com

BACKGROUND

The Town of Lake Park, Florida is about to enlist the assistance of a third party to work on economic development and business attraction. This effort will focus on creating new business and investment opportunities. It could also include a rebranding of sections of the Town intended to encourage business relocation and investment.

The focus of this effort will be economic. But this effort will not include a crisis management component designed to combat an ongoing public perception of a lack of safety in the community. Any economic development effort will be stymied unless a specific, targeted effort to improve public safety perceptions is also launched. Businesses will not be relocated to an area with a perceived crime problem, as demonstrated by the Town's recent experience with a business owner prepared to back out of an important agreement due to poor public safety perception.

Working hand-in-hand with the economic development firm, My PR Guru, LLC will execute a strategy to combat news coverage and public perception of Lake Park as a crime-ridden town. My PR Guru, LLC's effort will generate stories specifically targeted towards public safety, and specifically targeting media covering public safety issues.

My PR Guru, LLC / My Gov Guru (the Agency) will:

- Improve public perception of the safety of the municipality
- Raise awareness of the Town's positive steps towards crime reduction
- Increase media knowledge of crime reduction events and stories in the Town
- Combat a perception that Lake Park is unsafe
- Create a better on line presence for the Town regarding safety

Over the past year, the Agency has successfully launched a monthly internal newsletter targeting residents and interested stakeholders. The newsletter is e-blasted out to the Town's existing contact list as well as printed and provided at several locations.

The Agency's scope was only to write, produce and deliver both electronic and print versions of the monthly newsletter. The scope did not include efforts to more widely distribute the newsletter throughout the Town.

The Agency newsletter successfully reports on stories that would otherwise go unreported to residents. It has successfully raised awareness of positive efforts underway by the Town to reduce crime, of important policy decisions, or life-safety issues, and more.

The Agency newsletter promotes positive stories about Lake Park to those individuals who receive it. However, it does not provide any lasting coverage obtainable by individuals not receiving the email or visiting Town Hall. In order to improve external perceptions of the Town, a communications plan must be developed to target 1) external individuals not receiving the newsletter and, 2) those who have the ability to reach larger audiences.

In addition, the campaign must enhance and improve readily available information on the Town via Google searches and other online search engines. This ensures that individuals seeking information about Lake Park that have not been a specific target of a campaign (such as news reporters seeking easy-to-find information) will receive similar positive information.

In order to effectively improve the reputation and perception of the Town, a sustained long-term effort is required. Simply putting out a few good stories will not accomplish the goals of creating a lasting positive impression of the Town. It is recommended that the initial phase of the campaign last one year.

OUR PHILOSOPHY

Governments must tell their own story. Our approach is to position Lake Park as a primary source for news speaking directly to external audiences. We want the community and those actively seeking information about Lake Park to hear what the Town is doing directly from the Town. We also want to improve third-party coverage of Lake Park. If Lake Park does not aggressively tell its story, it is ceding that ground to those individuals (such as

the news media) who already have preconceived ideas about Lake Park's safety, quality of life, and progressiveness.

Our campaign is designed to:

1. Directly target those individuals who can assist in spreading positive news about the Town, and;
2. Proactively improve the information available to the public via a new website and;
3. Create enduring sources of positive information about Lake Park that will be accessible to individuals conducting on line searches, and;
4. Encourage more positive earned media coverage of the Town.

We will mobilize third party stakeholders in the town to provide positive stories about Lake Park, as well as to assist in spreading positive information about the Town.

This campaign will also contribute to economic development by improving the public image of the Town.

SPECIFIC SCOPE OF WORK

The Agency's methodology includes several tactics to take advantage of secondary distribution opportunities as well as directly target influencers. Specifically, the Agency will:

1. Create a new anti-crime campaign to encompass all efforts, including logo, and slogan. This campaign will serve as the umbrella branding for the positive crime efforts.
2. Actively recruit business owners and other stakeholders. These individuals will help provide positive content about the Town. As interested parties with a stake in the success of the Town, these

individuals will be asked to help distribute stories via their own social media and other networks.

3. Design, build, host, maintain, and develop content for a new promotional website dedicated to highlighting the Town's positive news and information. This will provide an open platform for any individual seeking news on the Town to find it at any time without having to be on the Town's pre-existing email list. This site will provide accurate information on crime, safety, etc. This website will not replace the function of the main municipality website but will serve as a marketing collateral tool for promoting the Town of Lake Park.
4. Produce a second monthly e-blast newsletter targeting members of the local news media. This will feature positive stories about the Town. It will also drive traffic to the website for more information on the Town.
5. Design and print a companion hard copy monthly newsletter to be mailed to news media. This will provide an enduring, tangible collateral piece that reporters can refer to and archive.
6. Develop one featured story per month to be the subject of a press release that will be emailed to local media and distributed via paid wire services to improve on line search results.

FEES

The website, monthly ambassador outreach, design and creation of a promotional e-blast, monthly press release, and printed collateral piece are all unique to this campaign. However, because some of the content may overlap with existing content creation for the current Town newsletter, the Agency is willing to offer the additional services at a discount. The campaign will be launched and maintained for a monthly fee of \$2,000/month (excluding third party vendor costs.)

EXHIBIT C

AMENDMENT TO AGREEMENT
June 22, 2019
TOWN OF LAKE PARK, FLORIDA

VIII. GENERAL TERMS

The Client agrees to hold the Agency harmless for the failure of media or suppliers to properly execute their commitments. The Client further agrees to indemnify and hold harmless the Agency against any and all claims for loss, liability, or damages arising out of, or in connection with, work done or to be performed by the Agency for and on behalf of the Client, including the cost of defending any legal action that may be brought or threatened arising out of the use of any advertising copy or materials furnished or approved by the Client. Client agrees to hold Agency harmless for any ADA accessibility claims made against Client in connection with any materials or services provided by Agency. Ensuring ADA accessibility compliance is the sole responsibility of Client. Client acknowledges that Agency cannot guarantee results, media coverage or exposure as campaigns, crisis communications, media relations, public relations, marketing and other similar efforts involve third parties. The Client further agrees to indemnify and hold harmless the Agency from any and all claims, judgements or costs incurred by Client, including reasonable attorney's fees, resulting from any actions taken by Agency or that the Agency may become involved by reason of any contractual action taken on behalf of the Client.

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AGENDA COPY
ONLY
Sign _____
On Behalf of
The Town of Lake Park, Florida

Sign _____
On Behalf of My PR Guru, LLC

Print _____

Print Ellie Schen

Date _____

Date 6-24-19

AMENDMENT TO AGREEMENT
June 22, 2019
TOWN OF LAKE PARK, FLORIDA

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