



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, November 6, 2019,
Immediately Following the
Special Call Community Redevelopment Agency
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. Certificate of Completion of the 2019 Institute for Elected Municipal Officials awarded to Commissioner John L. Linden.

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.

None

F. **BOARD MEMBERSHIP:**

2. Nomination of Rhonda Jo Brockman for Reappointment to the Community Redevelopment Agency Board.

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

3. Ordinance No. 12-2019 Repealing Section 78-69, Entitled “C-1B Business Districts” and Creating a New Section 78-69 to be Entitled “C-1B Neighborhood Commercial District”

Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, BY REPEALING SECTION 78-69, ENTITLED “C-1B BUSINESS DISTRICTS” AND CREATING A NEW SECTION 78-69 TO BE ENTITLED “C-1B NEIGHBORHOOD COMMERCIAL DISTRICT”; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinance No. 13-2019 Amending Section 78-83, Appendix A, Figure 1 “Tower Building Type” to Eliminate the Interior Side Setback Requirement for Buildings When 80% Block Consolidation is Achieved for a Development Plan; Providing for the Creation of Town Code Section 78-84 K. (3), (4), and (5); Providing for Height and Stories Exemptions for Parking Garages.

Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING TOWN CODE SECTION 78-83, APPENDIX A, FIGURE 1 “TOWER BUILDING TYPE” TO ELIMINATE THE INTERIOR SIDE SETBACK REQUIREMENT FOR BUILDINGS WHEN 80% BLOCK CONSOLIDATION IS ACHIEVED FOR A DEVELOPMENT PLAN; PROVIDING FOR THE CREATION OF TOWN CODE SECTION 78-84 K.(3), (4), AND (5); PROVIDING FOR HEIGHT AND STORIES EXEMPTIONS FOR PARKING GARAGES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

5. Ordinance No. 10-2019 Amending Chapter 18 Pertaining to the Requirements for Special Event Permits. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, PERTAINING TO THE REQUIREMENTS FOR SPECIAL EVENT PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance No. 11-2019 Amending Chapter 70 Entitled “Sign Regulations” Providing for the Addition of a Definition of Outdoor Seasonal Sales; Providing for the Amendment of Section 70-103 to Add Outdoor Seasonal Signs as a Permitted Sign. Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 70, ENTITLED “SIGN REGULATIONS” PROVIDING FOR THE ADDITION OF A DEFINITION OF OUTDOOR SEASONAL SALES; PROVIDING FOR THE AMENDMENT OF SECTION 70-103 TO ADD OUTDOOR SEASONAL SIGNS AS A PERMITTED SIGN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. NEW BUSINESS:

7. Resolution No. 92-11-19 Award of the Contract for Security Services at the Lake Park Harbor Marina between the Town of Lake Park, Florida and United Special Patrol, Inc. d/b/a United K9 Special Patrol (RFP No. 108-2019). Tab 7

8. Addition of Temporary Parking within the Properties previously occupied by the Community Garden. Tab 8

9. Discussion of Social Media Platforms to Disseminate Information to Residents. 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, November 20, 2019

**Special
Presentations
/Reports**

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **November 6, 2019**

Agenda Item No. **Tab 1**

Agenda Title: Certificate of Completion of the 2019 Institute for Elected Municipal Officials awarded to Commissioner John L. Linden.

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

Approved by Town Manager *[Signature]* Date: 11/11/19
Shaquita Edwards
 Shaquita Edwards, MPA, CMC

Originating Department: Town Clerk's Office	Costs: None Funding Source: Acct. # <input checked="" type="checkbox"/> Finance _____	Attachments: -Letter from the Institute -Certificate of Completion
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 the agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>SE</u> Please initial one.

Summary Explanation/Background:

Commissioner Linden attended the Elected Municipal Officials training held on October 4-6, 2019 in Tampa, FL. The institute is part of the Florida League of Cities and provides newly elected officials with a good foundation and understanding of the roles and responsibilities of local elected officials.

The educational program designed for newly elected officials and those with less than one term in office. The primary objective of the program is to provide elected municipal officials with an intensive academic program that will assist them in effectively meeting the requirements of their elected roles. The program offers a comprehensive overview of Florida municipal government, presented by a faculty of top rated professional in the field. The three-day program created in 1992 has to date over 1,800 elected officials completing the program.

Florida League of Cities University offers various training programs for City Administration and Elected Officials across the state.

Florida officials wear many hats and solve a wide variety of complex problems. While every city is unique, public service is at the heart of what all municipalities do every day.

Congratulations to our newest Commissioner John L. Linden for taking the time to complete the course and walk away with valuable knowledge to better serve our residents.

Recommended Motion: No motion is necessary



135 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

October 23, 2019

Commissioner John L. Linden
535 Park Ave
Lake Park, FL 33403-2603

Honorable Commissioner Linden,

On behalf of the Florida League of Cities and the John Scott Dailey Florida Institute, I am pleased to award this certificate to you for the completion of eighteen hours of instruction at the Institute for Elected Municipal Officials in Tampa, Florida on October 4-6, 2019.

It is our sincere hope that you found the program challenging and worthwhile. Now that you have taken the basic IEMO, we encourage you to attend the Advanced Institute offered, annually. We also encourage you take advantage of other training opportunities through FLC University and the Institute of Government. You can find dates and locations at www.floridaleagueofcities.com/university and www.iog.fsu.edu.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us. We hope to see you at future FLC and IOG events, very soon!

Sincerely,

Lynn S. Tipton
Director, FLC University
Florida League of Cities



Institute
for Elected
Municipal
Officials

Certificate of Completion

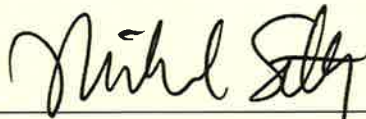
October 4-6, 2019 • Tampa, Florida

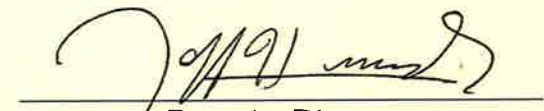
Awarded to

Commissioner John L. Linden

Lake Park

Sponsored by


Executive Director
Florida League of Cities


Executive Director
Florida Institute of Government

Board Membership

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2019

Agenda Item No. *Tab 2*

Agenda Title: Nomination for reappointment to the Community Redevelopment Agency Board as a regular member.

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

Approved by Town Manager _____

[Handwritten Signature]

Date: *11/21/19*

Vivian Mendez, Town Clerk, MMC
Name/Title

<p>Originating Department:</p> <p>Town Clerk</p>	<p>Costs: \$ 0.00</p> <p>Funding Source:</p> <p>Acct. #</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> • Nomination by Vice-Mayor Glas-Castro via email on October 15, 2019. • Town Board Volunteer Memo • Board Membership Application
<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>VM</i></p> <p>Please initial one.</p>

Summary Explanation/Background: The Town Clerk's Office records indicate that Jo Brockman's membership on the Community Redevelopment Agency Board would expire on December 2, 2019. The Clerk's Office contacted Ms. Brockman and she expressed an interest in being re-appointed to the Board.

Vice-Mayor Glas-Castro nominated the Jo Brockman for re-appointment to the Community Redevelopment Agency 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

To: Kim Glas-Castro
Subject: RE: Board Application for Re-appointment of Jo Brockman

Thank you.

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.

From: Kim Glas-Castro
Sent: Tuesday, October 15, 2019 7:22 PM
To: Vivian Mendez <vmendez@lakeparkflorida.gov>
Subject: Re: Board Application for Re-appointment of Jo Brockman

I nominate Jo Brockman if someone hasn't already done so

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

On Oct 15, 2019, at 12:09 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 CRA Board as a regular member. 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.



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: BROCKMAN RHONDA 'JO'
Last First Middle

Address: 139 EVERGREEN DR, LAKE PARK, FL 33403

Birthday: Month: MAY Day: 14

Telephone: home 861-234-0989 work _____ cell _____

E-Mail Address AJOMAMA@gmail.com

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, which one(s): <u>CRA</u>		
Have you been convicted of a crime	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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>
<input checked="" type="checkbox"/> <u>1</u>	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/>	Planning & Zoning/ Historic Preservation Board *
<input type="checkbox"/>	Library Board		
<input type="checkbox"/>	Stormwater Policy Steering Committee		
<input type="checkbox"/>	Floodplain Management Committee	<input type="checkbox"/>	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: Jo Brockman

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

1st CHOICE ONLY TO SIT ON CRA BOARD FOR ANOTHER TERM. ENJOY HELPING TO MAKE DECISIONS TO IMPROVE OUR TOWN

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

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

BSN

What is/was your profession or occupation: OWNER/OPERATOR OF BREWHOUSE

How long: 6 YRS. CH. 2 YRS. OTHER. GALLERY, KELSEY THEATER & 700 PARK AVENUE HOLDINGS.

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee:

EXCELLENT EXPERIENCE IN UNDERSTANDING BUSINESS AND MAKING INFORMED, RESEARCHED DECISIONS.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen:

FEEL I HAVE SERVED OUR TOWN WELL ON THE CRA BOARD LAST TERM AND DESIRE TO STILL HELP TO MOVE TOWN (PADO) IN A POSITIVE DIRECTION

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: 10/9/19

Ordinance on First Reading

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2019

Agenda Item No. Tab 3

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, BY REPEALING SECTION 78-69, ENTITLED "C-1B BUSINESS DISTRICTS" AND CREATING A NEW SECTION 78-69 TO BE ENTITLED "C-1B NEIGHBORHOOD COMMERCIAL DISTRICT"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- Special presentation/reports, Board appointment, Public hearing ordinance on 1st reading, New business, Other, Consent agenda, Old business.

Approved by Town Manager [Signature] Date: 11/1/19

Nadia Di Tommaso/Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Review / Legal Ad), Attachments (Staff Report, Ordinance 12-2019, Legal Ad), Advertised (Date: 9/30/19), and notification requirements.

Summary Explanation/Background:

(Item prepared by and will be presented by Karen Golonka, Town Planner).

At the request of the Planning and Zoning Board, Community Development staff has developed a new commercial zoning district - the "C1B - Neighborhood Commercial District".

The need for this type of district became evident while the Planning Board was considering rezoning eight properties on Prosperity Farms Road to a commercial zoning district, to bring them into conformity with their existing Commercial Land Use designation as required by State Statute. (The properties are currently zoned R-3 Residence, an archaic designation, but actually contain office and commercial uses.) Since these properties back up to residences, the Board was concerned that some of the allowable uses in the Town's current commercial districts could potentially adversely impact the adjacent residential properties.

Therefore, the C-1B Neighborhood Commercial District has been developed to allow for commercial uses that are more compatible with a residential 'neighborhood', and limit the size and magnitude of any use. Approval of this district will increase the options for the Commission when considering future rezoning actions. If adopted, staff will initiate rezoning of the Prosperity Farms Road parcels to this district and pursue an official zoning map change.

The attached staff report (also presented to the Planning and Zoning Board) provides details of the proposed new district and should be referred to for analysis of the particular uses that were selected, as well as other regulations such as setbacks and lot size.

Planning and Zoning Board Recommendation

The Planning and Zoning Board held a Public Hearing on the proposed zoning district on October 7, 2019. The Board unanimously recommended approval with 2 conditions:

- 1) Clarify that the prohibition on massage parlors did not exclude massage as an ancillary use in a permitted business such as a beauty spa. ***Staff has modified the text by adding the following underlined words to the Ordinance: "Massage and tattoo parlors shall not be permitted as primary uses".***
- 2) At the time the properties are to be rezoned, in addition to the required (by State Statute and Town Code) display ad and certified notification to the owners of the actual properties being rezoned, that staff also send letters to the adjacent residential homes. ***As this exceeds the Town code requirements, this is left for the Town Commission to decide.***

RECOMMENDED MOTION: I MOVE TO APPROVE ORDINANCE 12-2019 ON FIRST READING.

TOWN OF LAKE PARK
TOWN COMMISSION

Meeting Date: November 6, 2019

STAFF REPORT

DESCRIPTION: PROPOSED AMENDMENT TO THE ZONING CODE TO REPEAL AND CREATE A NEW ZONING DISTRICT ENTITLED “C- 1B NEIGHBORHOOD COMMERCIAL DISTRICT” IN SECTION 78-69 OF THE TOWN CODE OF ORDINANCES

REQUEST: At the request of the Planning and Zoning Board, Staff is proposing a new commercial zoning district – the “C1B - Neighborhood Commercial District”. The purpose of this district is to allow small scale commercial uses that 1) serve the immediate area and 2) have minimal impacts on the adjacent residential area.

The zoning code will be amended by repealing the existing Town Code Section 78-69 entitled “C-1B Business District” and creating a new section 78-69 entitled “C-1B - Neighborhood Commercial District”.

STAFF RECOMMENDATION: APPROVAL.

Planning and Zoning Board Recommendation

The Planning and Zoning Board held a Public Hearing on the proposed zoning district on October 7, 2019. The Board unanimously recommended approval with 2 conditions:

- 1) Clarify that the prohibition on massage parlors did not exclude massage as an ancillary use in a permitted business such as a beauty spa. *Staff has modified the text by adding the following underlined words to the Ordinance: “Massage and tattoo parlors shall not be permitted as primary uses”.*
 - 2) At the time the properties are to be rezoned, in addition to the required display ad and certified notification to the owners of properties being rezoned, that staff also send letters to the adjacent residential homes. *As this exceeds the Town code requirements, this is left for the Town Commission to decide.*
-

BACKGROUND

The proposed amendment is being brought forward in response to the Planning and Zoning Board's request to develop a "neighborhood commercial type" zoning district to apply to the parcels on Prosperity Farms Road that are currently zoned R-3 Residence. Those parcels are shown on the map in Exhibit A

At the August 5, 2019 Planning and Zoning Board meeting the Board did not take action on the staff initiated request to rezone the 8 lots on Prosperity Farms Road from R-3 Residence District to the C-1 Business District to bring the zoning into conformity with the adopted Land Use category of Commercial. The Board acknowledged that the current R-3 District zoning was internally inconsistent and limited in the uses allowed. However, valid concerns were raised regarding the variety and potential intensity of some of the uses in the C-1 Business District.

The Board requested that staff develop a "neighborhood commercial type" category to address the concerns raised. The consensus was to look at uses in both the R-3 and C-1 zoning districts, and select those that would be most compatible with an adjacent residential area. The Board did not want the district to be a "mixed use" district that allowed residential. Further, residential uses are not identified as permissible uses in the Commercial Land Use category.

Based on the above comments, staff has prepared draft regulations. The current 78-69 C-1B Business District, which is no longer used, would be repealed and replaced by the new 78-69 C-1B Neighborhood Commercial District. The text of the proposed new C-1-B Neighborhoods Commercial District is shown in Exhibit B of this report.

ANALYSIS

In creating the new district, the staff considered the following factors:

- The district, at least in the foreseeable future, would only be applicable to the section of Prosperity Farms Road which is currently zoned R-3. Therefore, the intent was not to create a new theoretical neighborhood district, but one that recognizes existing realities.
- New regulations should not create substantial nonconformities for the existing structures. Thus, the overall site plans and existing setbacks were reviewed for all developed lots.
- Uses should be compatible with adjacent residential, with minimal impacts
- Regulations should limit large-scale commercial redevelopment.

A maximum lot size of one-half acre is proposed, to prevent the major consolidation of lots which was of concern to the Board. Of the lots currently zoned R-3, the majority are 0.2480 acre, or 18,803 sq. ft. Therefore, no more than two of these could be combined for redevelopment.

Staff has proposed modifications to the rear setback regulations of the R-3, to better protect adjacent residential uses. As proposed, the rear yard setback would be increased from seven (7) feet to fifteen (15) feet. Of the eight lots currently zoned R-3, the proposed setback will cause only one lot to go from conforming to non-conforming. (Another lot, at 1605 Prosperity Farms Road is currently nonconforming, with a .5 foot rear setback.)

The proposed C-1B regulations follow this report, in Exhibit B. The format is set up for review purposes, and will be reformatted in final ordinance form. In order to clearly see where each use is derived from, uses are listed by their origin of R-3 or C-1. We have also added additional uses that would be appropriate. **Existing text from either R-3 or C-1 is shown in black. New text is shown in red italics.**

Staff also reviewed neighborhood commercial districts from other municipalities, including Delray Beach, Jupiter, North Palm Beach, Lake Worth Beach and Palm Springs.

If the new C-1B District is adopted by the Town Commission, Town staff will bring to the Planning & Zoning Board a request to rezone the Prosperity Farms Road properties to C-1B, Neighborhood Commercial, at which point all affected properties would be notified per the requirement.

The Planning & Zoning Board recommended that additional notices to the residential areas are also sent out when the properties are rezoning and since this is above the standard requirement, the Town Commission can certainly consider this recommendation and similarly direct staff if it is their collective desire.

STAFF RECOMMENDATION: APPROVAL

EXHIBIT A – For Reference Only –

Prosperity Farms Road Parcels currently zoned R-3

REZONING WILL BE CONSIDERED AT A LATER DATE



EXHIBIT B

PROPOSED NEW C-1B NEIGHBORHOOD COMMERCIAL ZONING DISTRICT

Section 78-69 C-1B Neighborhood Commercial District

Purpose. To allow small scale commercial uses that serve the immediate area and have minimal impacts on the adjacent residential area. Uses shall be pedestrian oriented and scaled accordingly.

REPEAL

Sec. 78-69. C-1B business districts.

Within C-1B business districts, the following regulations shall apply:

- (1) ~~Uses permitted.~~ Within C-1B business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:
 - a. ~~Single-family dwellings.~~ A private garage, swimming pools, spas and hot tubs, saunas, tiki huts, greenhouses, tennis courts, gazebos, cabanas, sheds, and other similar uses deemed appropriate by the community development director which are intended for use by occupants of the dwelling shall be considered an accessory use to a single-family dwelling. Odd shaped structures such as domed or igloo shaped buildings, Quonset huts, hanger shaped structures, and other buildings and structures which are irregular and/or are not architecturally consistent, compatible or harmonious with the principal residential structure and the general character of the neighborhood are not permitted. A cabana may be used for the purpose of private recreational activity, which is an accessory use to a residential use, and which shall not exceed 650 square feet. Neither a cabana nor a shed shall be used for habitation or as a dwelling unit, and shall not be equipped with cooking facilities. A cabana, shall specifically include, but not be limited to, detached structures which are used as a craft or hobby room, a pool or game room, a home office (but not open to the general public for any business), a play room room (but not used for home day care purposes), or a tool room or workshop.
 - b. ~~Community residential homes.~~
 - c. ~~Churches/houses of worship and related buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church related activities.~~
 - d. ~~Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for multifamily residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case-by-case basis and subject to these standards.~~
 1. ~~A private garage for use by occupants of the principal building shall be considered an accessory use.~~
 - e. ~~Schools, except correctional institutions.~~

- f. ~~Playgrounds operated in conjunction with schools or owned and operated by the town.~~
- g. ~~Two-family dwellings.~~
- h. ~~Multifamily dwellings or apartment houses and community residential homes, provided that any such community residential home is not located within a radius of 1,200 feet of another such home. No garage apartment shall be permitted as an accessory use on a lot or parcel of land with a two-story dwelling (duplex) or a multiple-family structure.~~
- i. ~~Civic buildings, libraries.~~
- j. ~~Nursing or convalescent homes.~~
- k. ~~Nursery schools or kindergartens.~~
- l. ~~Physicians or dentists, subject to the following provisions:~~
 - 1. ~~Physicians or dentists may operate an office in conjunction with a home so long as the front of such office shall be kept as a home.~~
 - 2. ~~No more than 35 percent of the ground floor area shall be used as an office.~~
 - 3. ~~Not more than one physician or dentist may practice, and there shall not be more than three persons employed.~~
 - 4. ~~Only one sign shall be permitted, not to exceed two square feet in size.~~
 - 5. ~~Office hours shall be limited to daylight hours.~~
- m. ~~Hotels without shop fronts or stores facing the street.~~
- n. ~~Dwellings in which rooms are rented or table board provided.~~
- o. ~~Home occupations or professions where incidental to the residential use. A home occupation shall be interpreted as any vocation, trade or profession carried on within a dwelling by the occupants thereof, where no power other than electric is used, no signs other than one unlighted sign not in excess of two square feet is displayed, no merchandise or other articles are displayed for advertising purposes, no assistants are employed and not more than 35 percent of the ground floor area is so used unless otherwise provided by the regulations of the several districts. Such home occupations shall not include experimentation that involves the use of chemicals or matter or energy that may create or cause to be created noises, noxious odors or hazards that will endanger the health, safety or welfare of the community.~~
- p. ~~Motels without shops or restaurants. A motel of 12 or more units having a restaurant in connection therewith and under the same ownership or management shall be permitted.~~
- q. ~~Only retail business or commercial use in which there is no processing or treatment of materials, and only as follows:~~
 - 1. ~~Appliance stores, including radio and television.~~
 - 2. ~~Bakeries the products of which are sold at retail and baked on the premises for retail sale exclusively on the premises and which bakeries employ five or less employees.~~
 - 3. ~~Banks.~~
 - 4. ~~Barbershops, beauty shops, chiropodists and masseurs.~~
 - 5. ~~Offices, business and professional.~~
 - 6. ~~Restaurants.~~
 - 7. ~~Shops for the retail selling of merchandise not made on the premises.~~

8.—Medical clinics.

r.—No living quarters shall be permitted in any business or commercial structure or upon a lot or parcel upon which a business or commercial structure is situated.

s.—Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

t.—Transient residential use.

(2)—*Building height limit.* No building or structure shall exceed two stories or 30 feet in height and the minimum height shall not be less than 13 feet. The minimum internal height from floor to ceiling shall be eight feet.

(3)—*Building site area.*

a.—Single family dwellings, 7,500 square feet.

b.—Two-family duplex dwellings, 10,000 square feet.

c.—Three-family dwellings, 12,000 square feet.

d.—Structures have more than three dwelling units, 2,000 square feet for each additional unit added to the base of 12,000 square feet.

1.—The minimum width of lot at the building line shall be 75 feet for interior lots and 100 feet for corner lots.

2.—No building or structure with its accessory buildings shall occupy more than 60 percent of the lot or parcel area, exclusive of front and side yards.

e.—The minimum width and length of any store building shall be 25 feet.

f.—The minimum width of any store building shall be 25 feet.

(4)—*Minimum floor area.*

a.—The minimum required first floor area of a single-family dwelling structure shall be 1,000 square feet, exclusive of carport, garage, unenclosed terraces and porches. Where a carport or garage is attached to the structure, the required first floor area may be reduced to 900 square feet. The minimum required first floor area of a two-family dwelling structure (duplex) shall be 1,400 square feet, exclusive of carports, garages, unenclosed terraces and porches, with each unit comprising 700 square feet. A one-bedroom unit of not less than 580 square feet may be built together with a second unit of not less than 820 square feet.

b.—Where a utility or storage room is constructed and finished in a like manner and type of construction as the balance of the living quarters and has direct entrance and access to the living quarters, such utility room may be considered a part of the living quarters.

c.—For structures of more than two dwelling units, the minimum required floor area shall have an additional 580 square feet for each dwelling unit in excess of two, added to the base of 1,400 square feet.

d.—The minimum required first floor area of a business or commercial structure shall be 1,200 square feet and in no event less than 25 feet in depth.

(5)—*Yard regulations.*

a.—*Front yard.* There shall be a front yard of not less than 25 feet measured from the street or highway or highway right-of-way line to the front wall of the building or structure.

b.—*Side yard.* There shall be a side yard on each side of the principal building having a width of not less than ten feet. On a corner lot, there shall be a side yard of not less than 15 feet from the property line of the intersecting streets.

c. ~~Rear yard.~~ There shall be a rear yard of not less than 15 feet, except where there is an existing dedicated alleyway adjacent to the rear lot line, the rear yard shall be not less than five feet.

(6) ~~Off-street parking.~~ See section 78-142 for off-street parking regulations.

CREATE

Section 78-69 C-1B Neighborhood Commercial District

Purpose. To allow small scale commercial uses that serve the immediate residential districts and which have minimal adverse impacts on adjacent residential districts. It is intended that the uses shall be primarily pedestrian oriented and scaled accordingly.

(1) Permitted uses:

- a. Animal grooming establishments;
- b. Bakeries, the products of which are sold but are not produced on site;
- c. Personal Services such as barbershops, beauty shops, nail salons, estheticians, and beauty spas. Massage and tattoo parlors or studios shall not be permitted as primary uses.
- d. Offices – business and professional;
- e. Retail Shops;
- f. Instructional studios, including but not limited to tutoring, yoga, exercise, painting, photography, voice, martial arts and other similar instructional studio uses which are deemed appropriate by the Community Development Director.
- g. Banks;
- h. Medical or Dental clinics or offices, or lab;
- i. Repair of small appliances, electronic or business equipment;
- j. Ice cream store, neighborhood café, or deli;
- k. Public or private schools, nursery, kindergarten or daycare, only when required parking can be accommodated. Accessory outdoor play areas are permitted.

(2) Uses permitted as special exceptions:

- a. Uses similar to the special exception and permitted uses herein, but not explicitly listed, provided that the Community Development Department makes a recommendation to the Planning & Zoning Board and the Town Commission. The Town Commission will make a final determination on whether the use is compatible in character and scale with the uses listed in this district and the surrounding residential areas.

(3) Building height limit. No building or structure shall exceed 2 stories or 30 feet in height. The minimum height of any building or structure shall not be less than 13 feet.

(4) Maximum lot size shall not exceed .5 acre

(5) Setback regulations

Front yard. There shall be a front yard setback of not less than 25 feet, measured from the street right-of-way line adjacent to the property, to the front wall of a building or structure.

Side yard. There shall be a side yard setback of not less than 10 feet, unless the property to be developed abuts a residential district, in which case the setback shall be 15 feet. Provided however, that on a corner lot, there shall be a side yard setback of not less than 15 feet from the property line of the intersecting street.

Rear Yard. There shall be a rear yard setback of not less than fifteen feet measured from the rear lot line to the rear wall of the building. This setback shall also apply to any active outdoor uses such as playgrounds or play areas associated with the primary business.

(6) Special Regulations

- a. All primary uses shall be operated entirely within enclosed buildings
- b. Accessory uses are limited to thirty (30) percent of the gross floor area of the principal structure
- c. No outdoor storage of items, products, or materials of any kind is permitted
- d. Hours of operation are limited to 6am to 11pm

(7) Off-street parking. See section 78-142 for the off-street parking requirements

ORDINANCE NO. 12 - 2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, BY REPEALING SECTION 78-69, ENTITLED "C-1B BUSINESS DISTRICTS" AND CREATING A NEW SECTION 78-69 TO BE ENTITLED "C-1B NEIGHBORHOOD COMMERCIAL DISTRICT"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; 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, the Town Commission has adopted zoning districts which have been codified in the Code of Ordinances of the Town of Lake Park (the Code), the purpose of which is to allocate the uses permitted within the districts, and the land development regulations which pertain to the properties within these various zoning districts; and

WHEREAS, the Town Commission has codified the Town's zoning districts in Chapter 78, as Article III, and included Section 78-69, entitled "C-1B Business Districts" within the Code; and

WHEREAS, the C-1B Business District establishes the uses permitted and land development regulations which pertain to properties within the C-1B Business Districts; and

WHEREAS, the Community Development Director has recommended that the existing C-1B Business District should be repealed and replaced with a new zoning district, to be entitled "C-1B Neighborhood Commercial District"; and

WHEREAS, the Town's Planning and Zoning Board has recommended that the Town Commission accept the Community Development Department Director's recommendation regarding the creation of the new Neighborhood Commercial Zoning District; and

WHEREAS, the Town Commission, after review of the recommendations from the Community Development Department's Director and the Planning and Zoning Board, and after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to provide for such additional regulations.

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

Section 1. The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. Chapter 78, Article III, Section 78-69 of the Code, entitled "C1-B businesses districts" is hereby repealed in its entirety, and replaced with a new zoning district to be entitled " C1-B Neighborhood Commercial" as follows:

~~Sec. 78-69. C 1B business districts.~~

~~Within C 1B business districts, the following regulations shall apply:~~

~~(1) *Uses permitted.* Within C 1B business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:~~

~~a. Single family dwellings. A private garage, swimming pools, spas and hot tubs, saunas, tiki huts, greenhouses, tennis courts, gazebos, cabanas, sheds, and other similar uses deemed appropriate by the community development director which are intended for use by occupants of the dwelling shall be considered an accessory use to a single family dwelling. Odd shaped structures such as domed or igloo shaped buildings, Quonset huts, hanger shaped structures, and other buildings and structures which are irregular and/or are not architecturally consistent, compatible or harmonious with the principal residential structure and the general character of the neighborhood are not permitted. A cabana may be used for the purpose of private recreational activity, which is an accessory use to a residential use, and which shall not exceed 650 square feet. Neither a cabana nor a shed shall be used for habitation or as a dwelling unit, and shall not be equipped with cooking facilities. A cabana, shall specifically include, but not be limited to, detached structures which are used as a craft or hobby room, a pool or game room, a home office (but not open to the general public for any business), a play room room (but not used for home day care purposes), or a tool room or workshop.~~

- b. ~~Community residential homes.~~
- c. ~~Churches/houses of worship and related buildings used for customary accessory uses such as a private school, day care and after care facilities, religious study or education, day camp, Sunday school, ministries, and other church-related activities.~~
- d. ~~Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for multifamily residences, planned unit developments, commercial and other permitted uses shall be determined in the site planning process or administratively on a case-by-case basis and subject to these standards.
 - 1. ~~A private garage for use by occupants of the principal building shall be considered an accessory use.~~~~
- e. ~~Schools, except correctional institutions.~~
- f. ~~Playgrounds operated in conjunction with schools or owned and operated by the town.~~
- g. ~~Two-family dwellings.~~
- h. ~~Multifamily dwellings or apartment houses and community residential homes, provided that any such community residential home is not located within a radius of 1,200 feet of another such home. No garage apartment shall be permitted as an accessory use on a lot or parcel of land with a two-story dwelling (duplex) or a multiple-family structure.~~
- i. ~~Civic buildings, libraries.~~
- j. ~~Nursing or convalescent homes.~~
- k. ~~Nursery schools or kindergartens.~~
- l. ~~Physicians or dentists, subject to the following provisions:
 - 1. ~~Physicians or dentists may operate an office in conjunction with a home so long as the front of such office shall be kept as a home.~~
 - 2. ~~No more than 35 percent of the ground floor area shall be used as an office.~~
 - 3. ~~Not more than one physician or dentist may practice, and there shall not be more than three persons employed.~~
 - 4. ~~Only one sign shall be permitted, not to exceed two square feet in size.~~
 - 5. ~~Office hours shall be limited to daylight hours.~~~~
- m. ~~Hotels without shop fronts or stores facing the street.~~
- n. ~~Dwellings in which rooms are rented or table board provided.~~
- o. ~~Home occupations or professions where incidental to the residential use. A home occupation shall be interpreted as any vocation, trade or profession~~

~~carried on within a dwelling by the occupants thereof, where no power other than electric is used, no signs other than one unlighted sign not in excess of two square feet is displayed, no merchandise or other articles are displayed for advertising purposes, no assistants are employed and not more than 35 percent of the ground floor area is so used unless otherwise provided by the regulations of the several districts. Such home occupations shall not include experimentation that involves the use of chemicals or matter or energy that may create or cause to be created noises, noxious odors or hazards that will endanger the health, safety or welfare of the community.~~

- ~~p. Motels without shops or restaurants. A motel of 12 or more units having a restaurant in connection therewith and under the same ownership or management shall be permitted.~~
- ~~q. Only retail business or commercial use in which there is no processing or treatment of materials, and only as follows:
 - ~~1. Appliance stores, including radio and television.~~
 - ~~2. Bakeries the products of which are sold at retail and baked on the premises for retail sale exclusively on the premises and which bakeries employ five or less employees.~~
 - ~~3. Banks.~~
 - ~~4. Barbershops, beauty shops, chiropodists and masseurs.~~
 - ~~5. Offices, business and professional.~~
 - ~~6. Restaurants.~~
 - ~~7. Shops for the retail selling of merchandise not made on the premises.~~
 - ~~8. Medical clinics.~~~~
- ~~r. No living quarters shall be permitted in any business or commercial structure or upon a lot or parcel upon which a business or commercial structure is situated.~~
- ~~s. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.~~
- ~~t. Transient residential use.~~
- ~~(2) Building height limit. No building or structure shall exceed two stories or 30 feet in height and the minimum height shall not be less than 13 feet. The minimum internal height from floor to ceiling shall be eight feet.~~
- ~~(3) Building site area.
 - ~~a. Single family dwellings, 7,500 square feet.~~
 - ~~b. Two family duplex dwellings, 10,000 square feet.~~
 - ~~c. Three family dwellings, 12,000 square feet.~~
 - ~~d. Structures have more than three dwelling units, 2,000 square feet for each additional unit added to the base of 12,000 square feet.~~~~

1. ~~The minimum width of lot at the building line shall be 75 feet for interior lots and 100 feet for corner lots.~~
 2. ~~No building or structure with its accessory buildings shall occupy more than 60 percent of the lot or parcel area, exclusive of front and side yards.~~
 - e. ~~The minimum width and length of any store building shall be 25 feet.~~
 - f. ~~The minimum width of any store building shall be 25 feet.~~
- (4) ~~Minimum floor area.~~
- a. ~~The minimum required first floor area of a single-family dwelling structure shall be 1,000 square feet, exclusive of carport, garage, unenclosed terraces and porches. Where a carport or garage is attached to the structure, the required first floor area may be reduced to 900 square feet. The minimum required first floor area of a two-family dwelling structure (duplex) shall be 1,400 square feet, exclusive of carports, garages, unenclosed terraces and porches, with each unit comprising 700 square feet. A one-bedroom unit of not less than 580 square feet may be built together with a second unit of not less than 820 square feet.~~
 - b. ~~Where a utility or storage room is constructed and finished in a like manner and type of construction as the balance of the living quarters and has direct entrance and access to the living quarters, such utility room may be considered a part of the living quarters.~~
 - c. ~~For structures of more than two dwelling units, the minimum required floor area shall have an additional 580 square feet for each dwelling unit in excess of two, added to the base of 1,400 square feet.~~
 - d. ~~The minimum required first floor area of a business or commercial structure shall be 1,200 square feet and in no event less than 25 feet in depth.~~
- (5) ~~Yard regulations.~~
- a. ~~Front yard. There shall be a front yard of not less than 25 feet measured from the street or highway or highway right of way line to the front wall of the building or structure.~~
 - b. ~~Side yard. There shall be a side yard on each side of the principal building having a width of not less than ten feet. On a corner lot, there shall be a side yard of not less than 15 feet from the property line of the intersecting streets.~~
 - c. ~~Rear yard. There shall be a rear yard of not less than 15 feet, except where there is an existing dedicated alleyway adjacent to the rear lot line, the rear yard shall be not less than five feet.~~
- (6) ~~Off-street parking. See section 78-142 for off-street parking regulations.~~

Section 78-69 C-1B Neighborhood Commercial District

Purpose. To allow small scale commercial uses that serve the immediate residential districts and which have minimal adverse impacts on adjacent residential districts. It is

intended that the uses shall be primarily pedestrian oriented and scaled accordingly.

(1) Permitted uses:

- a. Animal grooming establishments;
- b. Bakeries, the products of which are sold but are not produced on site;
- c. Personal Services such as barbershops, beauty shops, nail salons, estheticians, and beauty spas. Massage and tattoo parlors or studios shall not be permitted as primary uses.
- d. Offices – business and professional;
- e. Retail Shops;
- f. Instructional studios, including but not limited to tutoring, yoga, exercise, painting, photography, voice, martial arts and other similar instructional studio uses which are deemed appropriate by the Community Development Director.
- g. Banks;
- h. Medical or Dental clinics or offices, or lab;
- i. Repair of small appliances, electronic or business equipment;
- j. Ice cream store, neighborhood café, or deli;
- k. Public or private schools, nursery, kindergarten or daycare, only when required parking can be accommodated. Accessory outdoor play areas are permitted.

(2) Uses permitted as special exceptions:

- a. Uses similar to the special exception and permitted uses herein, but not explicitly listed, provided that the Community Development Department makes a recommendation to the Planning & Zoning Board and the Town Commission. The Town Commission will make a final determination on whether the use is compatible in character and scale with the uses listed in this district and the surrounding residential areas.

(3) Building height limit. No building or structure shall exceed 2 stories or 30 feet in height. The minimum height of any building or structure shall not be less than 13 feet.

(4) Maximum lot size shall not exceed .5 acre

(5) Setback regulations

Front yard. There shall be a front yard setback of not less than 25 feet, measured from the street right-of-way line adjacent to the property, to the front wall of a building or structure.

Side yard. There shall be a side yard setback of not less than 10 feet, unless the

property to be developed abuts a residential district, in which case the setback shall be 15 feet. Provided however, that on a corner lot, there shall be a side yard setback of not less than 15 feet from the property line of the intersecting street.

Rear Yard. There shall be a rear yard setback of not less than fifteen feet measured from the rear lot line to the rear wall of the building. This setback shall also apply to any active outdoor uses such as playgrounds or play areas associated with the primary business.

(6) Special Regulations

- a. All primary uses shall be operated entirely within enclosed buildings
- b. Accessory uses are limited to thirty (30) percent of the gross floor area of the principal structure
- c. No outdoor storage of items, products, or materials of any kind is permitted
- d. Hours of operation are limited to 6am to 11pm

(7) Off-street parking. See section 78-142 for the off-street parking requirements

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 4. Codification. The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance may be re-numbered or re-lettered to accomplish such.

Section 5. Effective date. This Ordinance shall take effect immediately upon execution.

LEGAL NOTICE OF PUBLIC HEARINGS:
AMENDMENT TO THE ZONING CODE OF THE TOWN OF
LAKE PARK, FLORIDA REPEALING SECTION 78-69
ENTITLED “C-1B BUSINESS DISTRICT” AND CREATING A
NEW SECTION 78-69 ENTITLED “C1-B NEIGHBORHOOD
COMMERCIAL DISTRICT”;
AND AMENDING THE LAND
DEVELOPMENT REGULATIONS ASSOCIATED WITH THE
CLIC-1 CAMPUS LIGHT INDUSTRIAL/COMMERCIAL DISTRICT
AND ASSOCIATED USES PURSUANT TO TOWN CODE
SECTION 78-75; AND ADOPTING THE REVISED ZONING MAP
BY REFERENCE PURSUANT TO TOWN CODE SECTION 78-32

Please take notice and be advised that the Town of Lake Park, Florida is proposing to amend Chapter 78 “Zoning” of the Town of Lake Park Code of Ordinances by repealing section 78-69 entitled “C-1B Business District” and creating a new Town Code Section 78-69 entitled “C-1B Neighborhood Commercial District”. Said amendment would create a commercial zoning district to allow small scale commercial and office uses that serve the immediate neighborhood area and have minimal impacts on any adjacent residential uses. An amendment to the CLIC Campus Light Industrial/Commercial District (Town Code Section 78-75) is also being proposed in order to update the list of permitted and special exception uses and land development regulations associated with this zoning district.

The Planning & Zoning Board will hold a public meeting to consider the proposed amendments on **Monday, October 7 2019 at 6:30 pm, or as soon thereafter as can be heard.**

The Town Commission will hold public hearings on the proposed amendments on first reading on **Wednesday, November 6 at 6:30 p.m., or as soon thereafter as can be heard.**

The Town Commission will hold public hearings on the proposed amendments on second reading for final adoption on **Wednesday, November 20 at 6:30 p.m., or as soon thereafter as can be heard.**

All meetings will be held in the Town Hall Commission Chambers, located at 535 Park Avenue, Lake Park, Florida, 33403.

If a person decides to appeal any decision made by the Planning & Zoning Board, or Town Commission with respect to any hearings, they 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. Records related to the items may be inspected by visiting the Community Development Department at Town Hall (535 Park Avenue, Lake Park, FL 33403). For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez **PUB:** The Palm Beach Post – Monday, September 30, 2019

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2019

Agenda Item No. Tab 4

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING TOWN CODE SECTION 78-83, APPENDIX A, FIGURE 1 "TOWER BUILDING TYPE" TO ELIMINATE THE INTERIOR SIDE SETBACK REQUIREMENT FOR BUILDINGS WHEN 80% BLOCK CONSOLIDATION IS ACHIEVED FOR A DEVELOPMENT PLAN; PROVIDING FOR THE CREATION OF TOWN CODE SECTION 78-84 K.(3), (4), AND (5); PROVIDING FOR HEIGHT AND STORIES EXEMPTIONS FOR PARKING GARAGES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- Special Presentation/Reports, Board Appointment, Public Hearing - Ordinance on 1st Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager Nadia Di Tommaso / Community Development Director Date: 11/1/19

Table with 3 columns: Originating Department (Community Development), Costs (Attorney Review & Legal Ads), Attachments (Cover Sheet and Staff Report, Ordinance 13-2019, Copy of Legal Ad), Advertised (Date: 11/01/19), and Yes I have notified everyone (ND).

Summary Explanation/Background:

Please refer to the enclosed documentation.

Planning & Zoning Board Meetings: August 5, 2019; October 7, 2019 and November 4, 2019 (results from 11/04 meeting forthcoming)

Recommended Motion: I move to APPROVE Ordinance 13-2019 on 1st reading.

THE TOWN COMMISSION BACK-UP DOCUMENTATION FOR THIS ITEM WILL BE UPDATED ON TUESDAY, NOVEMBER 5 FOLLOWING THE PLANNING & ZONING BOARD'S DISCUSSION AND ACTION OF THE TEXT AMENDMENTS.

ENCLOSED IS THE DOCUMENTATION RELEVANT TO THIS AGENDA ITEM (AS IT IS BEING PRESENTED TO THE PLANNING & ZONING BOARD) FOR THE TOWN COMMISSION'S ADVANCE REVIEW AND REFERENCE.



**TOWN LAKE OF PARK
PLANNING & ZONING BOARD**

Meeting Date: November 4, 2019

Agenda Item # PZ-19-009

(previously considered at August 5, 2019 and October 7, 2019 meetings)

On October 7, 2019, this item was presented to the Planning & Zoning (P&Z) Board. The minutes related to this meeting discussion are enclosed with this agenda packet. In follow-up to this meeting, the Town Commission held a discussion on "the next steps" for the text amendments at their October 30, 2019 meeting. At this Town Commission meeting, the Commission decided that they would like to the P&Z Board to make a recommendation on the text amendments so that the item can move forward to them and they can take the necessary action. Ultimately, the motion of the Town Commission at their October 30 meeting was as follows:

"Move to direct the Planning & Zoning Board to make a recommendation of approval, denial, or approval with modifications to the proposed text amendments, along with any recommendations on process, but to move forward with the text amendments at their next meeting November 4" – this was approved by the Commission on a 4-1 vote.

Consequently, this item is being brought back to the Planning & Zoning Board for action.



TOWN LAKE OF PARK
PLANNING & ZONING BOARD

Meeting Date: November 4, 2019

Agenda Item # PZ-19-009

(previously considered at August 5, 2019 and October 7, 2019 meetings)

STAFF REPORT

DESCRIPTION – TOWN CODE TEXT AMENDMENT CREATING SECTION 78-84 K.(3), (4), and (5) RELATED TO HEIGHT AND STORIES EXEMPTIONS FOR PARKING GARAGES WITHIN THE FEDERAL HIGHWAY MIXED-USE DISTRICT OVERLAY (FHMUDO) AND AMENDING TOWN CODE SECTION 78-83, APPENDIX A, FIGURE 1 “TOWER BUILDING TYPE” TO ELIMINATE THE INTERIOR SIDE SETBACK REQUIREMENT FOR BUILDINGS WHEN 80% BLOCK CONSOLIDATION IS ACHIEVED FOR A DEVELOPMENT PLAN.

Staff Recommendation: *Approval.*

INITIAL PLANNING AND ZONING BOARD MEETING – AUGUST 5, 2019

The Planning and Zoning Board considered the application for a text amendment that would create Section 78-84 K.3. at their August 5, 2019 public meeting. The text amendment proposes to introduce additional flexibility in overall building height (in feet) and stories for the “Core” area identified in the Federal Highway Mixed Use District Overlay (FHMUDO). This flexibility is important since sometimes land development regulations, as adopted, do not take into account the various design elements that are needed and required in order to make a development successful. The Board expressed the following concerns (summarized) which ultimately led them to “continue” the item:

(1) The text amendment is catered to one developer specifically.

STAFF RESPONSE: The reality is that typically, when code regulations are created, they are only put to the test when the first developer submits their plans therefore, while it may seem this is being proposed for one developer, it is actually being proposed for the first developer, as well as any developer that entrusts the Town with their multi-million dollar proposal moving forward. In the end, the first developer takes on the most risk.

(2) Additional flexibility in height alters the vision that was created for the corridor and everyone who was originally involved in creating the regulations, including those properties within the FHMUDO should be notified and involved in this text amendment.



**TOWN LAKE OF PARK
PLANNING & ZONING BOARD**

Meeting Date: November 4, 2019

Agenda Item # PZ-19-009

(previously considered at August 5, 2019 and October 7, 2019 meetings)

STAFF RESPONSE: The *Vision Lake Park* created (feasible) mixed-use redevelopment options on the east and west sides of the US-1 corridor. A developer who is proposing bringing forward an almost (100%) code-compliant project with a mixed-use concept that incorporates the necessary open space, pedestrian and streetscape elements that the Code requires, ultimately meets the original and adopted intent of the *Vision Lake Park*. An individuals' 'ground level' experience will not be altered by a 255 foot versus a 210 foot, or a 190 foot versus a 160 foot (for example) overall building height since the intent of the corridor has always been to introduce more intense mixed-use development. The more immediate reality is that from an economic development perspective, we need to introduce the best possible development that is successful in the long run and if granting some additional height is needed, this is minimal in comparison to the overall "vision" that will ultimately be achieved and that is, in reality, desired not only by Staff and the developer, but by those in the surrounding areas as well since they see the value in introducing this type of development in the Town.

Regarding the noticing, the actual site plan application, which is the "development application", is required to be noticed by certified mail to everyone within 300 feet and this will be satisfied. An Ordinance proposing to create an architectural-related exemption in the Code is a text amendment that is approved by Ordinance and required to be advertised once it moves forward to the Town Commission (10 days prior to adoption).

(3) Since design is flexible, there should be a "cap" on how many stories of parking should actually be exempt and not leave it open-ended.

STAFF RESPONSE: A "cap" has been inserted into the proposed Section. It is also being limited to the east side of Federal Highway (for now). *See revised proposal.*

(4) The addition of public parking will be very difficult, if not impossible, to monitor and enforce.

STAFF RESPONSE: While this is true, this is like any other public parking area. Certain mechanisms such as signage, camera surveillance and fine impositions for enforcement purposes can be installed onsite to allow for the proper use of the parking spaces (some additional language has been included in the proposed Section – *see revised proposal*). In the end, requiring additional public parking, for public use, that is free of charge, is an added benefit to the existing operation and future viability of the Marina, special events, and overall area.



TOWN LAKE OF PARK
PLANNING & ZONING BOARD

Meeting Date: November 4, 2019

Agenda Item # PZ-19-009

(previously considered at August 5, 2019 and October 7, 2019 meetings)

(5) A 200 foot (or more) structure is a big deal for the Town and we cannot focus solely on revenue, but rather on the community and our character as well.

STAFF RESPONSE: The *Vision Lake Park* process already established the ability to introduce a 200+ foot structure in the Core Sub-Area adjacent to the Marina. The text amendment would simply introduce some additional flexibility as it relates to the required private parking and additional public parking, in an attempt to maximize the value and viability of the development project. A cap has been incorporated to limit the additional flexibility.

In conclusion, Staff revised the proposal to incorporate the “cap” recommended by the Board and added some additional terminology related to the public parking space(s) enforcement. A reference to limiting the exemption to the east side of Federal Highway (for now) has also been incorporated. The revised proposal is for the following: **NEW Chapter 78, Article III. Section 78-84 K.(3), (4), and (5)**

(3) Structures with parking garages within identified development parcels in the Core Sub-Area of the Federal Highway Mixed Use District Overlay, east of Federal Highway, are entitled to an exception to the maximum height established for the Core Sub-Area to accommodate the parking of vehicles within the structure. The parking garage shall not be considered as part of the measurement of the total height of a building, provided that: (a) the developer contributes funds to the Federal Highway Mixed-Use District Public Improvement Fund in accordance with Section 78-84(L) proportionate to the overall construction value; and (b) at least 10% of the total number of required parking spaces in the parking garage are designated as free public parking. The free public parking spaces shall be identified as free public parking by signage. The parking garage shall be equipped with camera surveillance of the public parking areas; (c) the parking garage shall be developed with an active use liner on the Federal Highway and Lake Shore Drive frontages of the building.



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(previously considered at August 5, 2019 and October 7, 2019 meetings)

(4) Structures within identified development parcels in the Core Sub-Area of the Federal Highway Mixed Use District Overlay, south of Cypress Drive, are entitled to an exemption of up to 5 stories, or 55 feet.

(5) Structures within the development parcels in the other Core Sub-Areas of the Federal Highway Mixed Use District Overlay, north of Cypress Drive are entitled to an exemption cap of 3 stories, or 33 feet.

ONE-ON-ONE MEETINGS WITH BOARD MEMBERS

Since the Board meeting of August 5, one-on-one meetings with Board Members, staff and the developer's team, were also held to discuss what has been explained above, in response to the Board's discussion at the August 5 meeting. These meetings were positive and Staff believes the Board now has a better understanding of what we are trying to achieve. In addition, after reviewing the general development plan with the Board Members at these one-on-one meetings, given the proposed design and the Board Members' understanding that the original vision for the corridor was to allow for block consolidation and minimize the potential impacts to single-family homes on the west side of the corridor, the following additional recommendation was made by Staff and acknowledged by some of the Board Members at these one-on-one meetings. This additional amendment is necessary since, ultimately if a developer has consolidated at least 80% of any given block, the impacts of development to any remaining lots will not be lessened by an interior setback and ultimately the Town must weigh the ultimate redevelopment vision against any remaining lots that will still be impacted by development:

Amending Section 78-83, Appendix A, Figure 1 related to Tower Building Types to eliminate the interior side setback requirement when 80% block consolidation is achieved for a development plan (see next page):



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MIXED USE DISTRICT: BUILDING TYPOLOGY AND PLACEMENT REGULATING DIAGRAMS

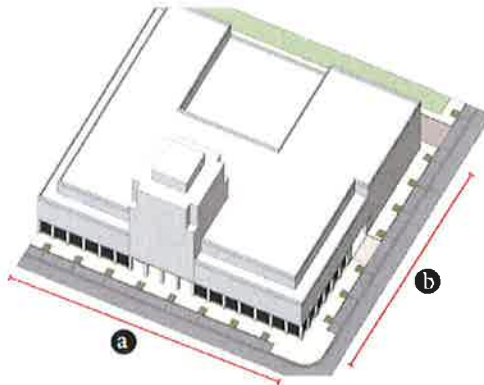
FIGURE 1: TOWER BUILDING TYPE

SUB-AREA: Core

DEFINITION:
a multi level building organized around a central core where a part of the building is higher in proportion

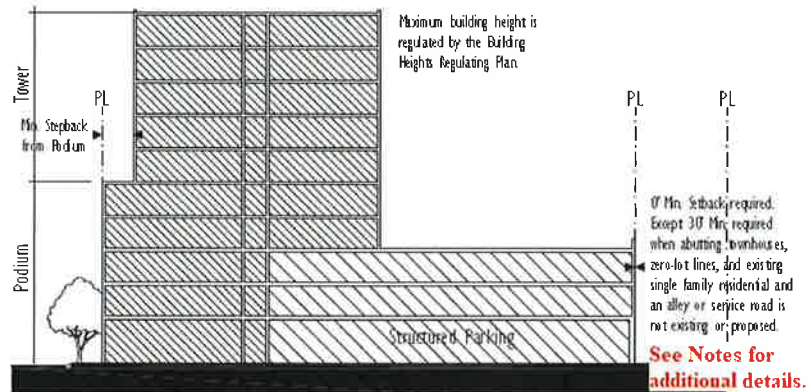
- BUILDING LINE
- PROPERTY LINE
- ACTIVE USE
- PARKING AREA
- LOT WIDTH
- LOT DEPTH

BUILDING MASSING



LOT STANDARDS:	MIN.	MAX.
1. Lot Width	200'	375'
2. Lot Depth	150'	N/A
3. Lot Area	N/A	N/A
4. Impervious Area	N/A	90% (1)
5. Pervious Area	10%	N/A (1)
6. Interior Side Setback	0' (2)	N/A
7. Rear Setback	0' (2)	N/A

BUILDING CONFIGURATION



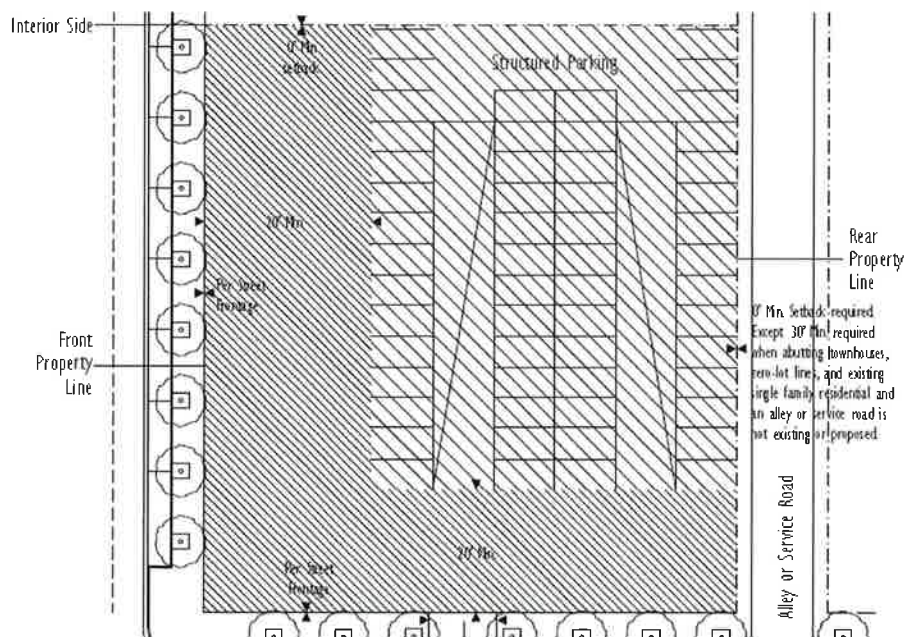
NOTES:

- 1. At grade
- 2. Except 30' minimum when abutting townhouse, zero lot lines and existing single family residential and an alley or service road is not existing or proposed, **unless full block consolidation or at least 80% block consolidation is attained.**

OPEN SPACE STANDARDS:

All multi-family residential, live-work units and mixed use developments with residential dwellings shall reserve a minimum of 10% of the site for common, private open space.

BUILDING SETBACKS





TOWN LAKE OF PARK
PLANNING & ZONING BOARD

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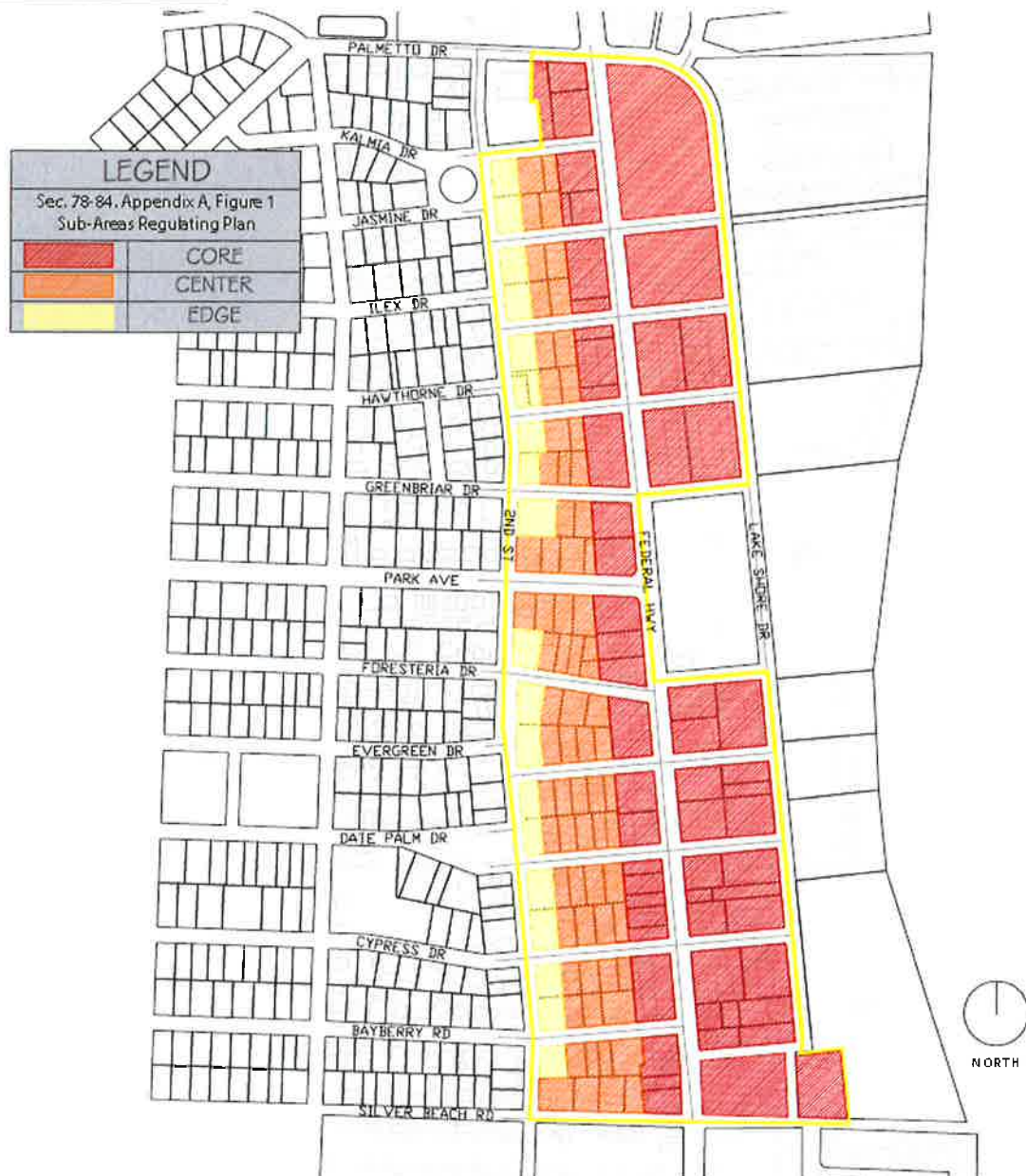
Agenda Item # PZ-19-009

(previously considered at August 5, 2019 and October 7, 2019 meetings)

FINAL PROPOSAL

In conclusion, after several months of discussion and with a mixed-use project submittal on the horizon, this is a Staff initiated application for two text amendments that are required in order to encourage and allow market-feasible development along the US-1 corridor. While Staff has been working with one developer in particular, normally this occurs when newly developed land development regulations are put to the test within existing market conditions.

FOR REFERENCE ONLY:





FROM PREVIOUS STAFF REPORT:

Given Staff's working relationship with several individuals associated with the redevelopment area adjacent to our Marina, based on their expertise and experience, Staff requested that they (the property owner and developer's team) prepare justifications related to why this text amendment is required. This is important since typically, developers face similar challenges and we want to ensure that the land development regulations encourage feasible and successful site development, not only within the imminent land area adjacent to our Marina, but elsewhere within the Federal Highway Mixed-Use District Overlay (FHMUDO). Naturally, Code provisions should always benefit the community as well and be geared towards the public's health, safety and general welfare therefore, in addition to the extensive public benefit a large mixed-use project will bring to the community as it relates to the ability to introduce increased services (at a minimum), additional requirements are also being folded into the text amendment per the proposal hereinabove. In requesting the justifications from the developer, Staff received the following information:

(While the following justification is project specific, it is extremely important and relevant not only for this "imminent" project, but also for the future redevelopment viability of the entire corridor. All projects are subject to their individual public hearing process therefore, there will be ample opportunity to review and comment on any site plan specific details that are presented in the future)

START OF ZABIK & ASSOCIATES (AGENT FOR NAUTILUS 211) JUSTIFICATION

NOTE: The following information is from Zabik & Associates (verbatim) and some responses are repetitive:

1. PROJECT FEASIBILITY (if the text amendment were not enacted)

If the text amendment is not adopted, the Nautilus 211 project is not feasible. The risks associated with a \$350 million project require that the development team have full



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confidence in governmental approvals. The Nautilus 211 project will be developed based on one of the underlying assumptions in the new Lake Park code. That assumption being the ability to consolidate a full block, or the better part a block, in order to successfully develop a project that makes the most economical sense. Full review of the original design plan for the Nautilus 211 project found that it would not be feasible to build without acquisition of the condominium lot as the original configuration would be limited to parcels along the western side of the block. The one developer-owned parcel on the eastern side of the block would not support the proposed development due to code-required setbacks and restrictions. Due to this reason, the development team acquired the condominium parcel located at the northeast corner of the block further pursuing the Vision Lake Park goal of block consolidation and re-development.

The proposed configuration is designed to maximize the development potential currently allowed by code. This design could be considered inconsistent with some provisions of the Lake Park zoning code. The proposed text amendment provides an umbrella clarification to allow the development to move forward. The proposed text amendment provides clear language as to developer requirements for contributions to Lake Park. The proposed text amendment also provides clear guidance as to overall building height and numbers of stories.

This text amendment only has an upside for the Town of Lake Park. It clearly defines the public benefit and reduces any risk to the Town of Lake Park due to a public challenge. The clarification in this text Amendment allows the approval of Nautilus 211 to be the standard by which all projects will be judged. It sets a precedent that defines the public benefits for the Town of Lake Park. In addition, it clarifies the requirements for active use liners, retail and commercial space.



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2. MARKET NEEDS (requiring the text amendment specifically)

The development will not be feasible without the adoption of the proposed text amendment. This text amendment only has an upside for the Town of Lake Park. It clearly defines the public benefit and reduces any risk to the Town of Lake Park due to a public challenge. The clarification in this text amendment allows the approval of Nautilus 211 to be the standard by which all products will be judged. It sets a precedent that is for the benefit of the Town of Lake Park. In addition, it clarifies the requirements for active use liners, retail and restaurant space.

A full summary, of the current market conditions based on two targeted specific market studies, and a third overall economic review of Palm Beach County, fully supports the development of Nautilus 211. The development of high-rise condominiums includes a significant "fixed-cost component" due to the required density and infrastructure required to support high-rise development. There are significant economies of scale as recognized by the Town of Lake Park code the Nautilus 211 project. In order to be successful, this project needs to be able to take full advantage of these economies of scale.

Analysis of the high-rise condominium market shows that for developments to be successful, there needs to be sufficient units and enough height to make them economically feasible. The lack of mid-rise condominiums in the market is a clear indication of the significant fixed costs associated with the development and construction of condominiums in today's market. Investors and lenders are looking for developments that minimize risk and have attractive rates of return. Significantly increasing the projected income from projects of this nature is directly tied to the level of quality and in the elevation of the units. The higher the unit, the better the view and thus the higher price per square foot. These higher prices per square foot are necessary to offset the significant fixed cost portions of the project.



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In summary, the economics of Palm Beach County, along with continued and strong population growth, support the development of additional housing. Housing at this price-point is in strong demand. A review of market analyses indicates minimal competition for this product in the north Palm Beach County area. The project site location adjacent to the Lake Park Marina offers a unique location. In all real estate the number 1 rule is: location, location, location.

3. PROJECT SUCCESS (if the text amendment were not enacted)

The Nautilus 211 project, as outlined above, would not be feasible without the adoption of the proposed text amendment. The economics of this project require the clarifications of this text amendment in order to proceed. The text amendment provides clear guidance with respect to the number of stories, height of the building and Town benefits.

We recognize that a project of this size requires a willing partner on the part of the local government. The Nautilus 211 team has moved forward based on the new Lake Park zoning code providing a vision for upscale development along the US1 corridor in Lake Park.

This development was conceived based on the Vision Lake Park program. While we recognize we are the "test case" for the detailed specifics of the zoning code, the proposed text amendment provides clear guidance allowing the project to move forward. The project, being the first under the new zoning code, will set a positive precedent for subsequent projects and guarantee additional public benefit. While the proposed text amendment is essential to the Nautilus 211 project, the clarification it provides will also be essential to future development to realize the goals of Vision Lake Park.

The property in which the Nautilus 211 project is located is currently underutilized. The proposed development of Nautilus 211 took into account the Town of Lake Park's new zoning code and the Town of Lake Park's requirements to develop based upon climate change and sea level increases through 2060. The substantial increase in property taxes,



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public parking benefit and enhancement of Lake Park amenities will be of great long-term benefit to the Town of Lake Park.

We are proposing that you move forward with the text amendment in order to prevent any third-party challenges that could jeopardize future Town developments or the Town’s code.

- 4. Renderings Illustrating Potential Visual Impact *(as an example only* – will be treated on a case by case basis and each project will be subject to its own public hearing process).

Full size version enclosed.



EAST ELEVATION - BUILDING HEIGHT 255 FEET



EAST ELEVATION - BUILDING HEIGHT 209 FEET

END OF ZABIK & ASSOCIATES JUSTIFICATION



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(previously considered at August 5, 2019 and October 7, 2019 meetings)

SUMMARY AND CONCLUSION

The Town Manager and Community Development Staff have met on several occasions with the team representing the very first mixed-use project within the FHMUDO. The development team submitted a copy of their "Assessment of Financial Viability" (enclosed). Their design team has spent months designing the site with the Town's desired vision of proposing the best and most attractive development. For the most part, their team has indicated that the recently adopted land development regulations are workable however, interior parking structures (parking garages) would need to be considered as it relates to the overall (permissible) stories and height in feet. The number of residential units proposed in a mixed use building is generally market-driven and pro-forma driven to meet a desirable return on investment that encourages a developer to move forward and ultimately renders a project successful not only for the developer, but for the final built product. A secondary text amendment is also being proposed for the interior side setback to single-family residential properties for the "Tower Building Type Design", only when the original "block consolidation" intent is met in order to limit impacts to neighboring properties. While the Town's responsibility is to focus on the built environment and the community as a whole, we have an equal responsibility to ensure our redevelopment plans and provisions are delivered in a feasible manner. Being the first development often means taking on the most risk and discovering items within the provisions that need to be amended. For these reasons, the text amendments are being proposed.

STAFF RECOMMENDATION

APPROVAL OF THE NEW TOWN CODE SECTION 78-84 K. (3), (4) AND (5) AND AMENDMENT TO TOWN CODE SECTION 78-83, APPENDIX A, FIGURE 1 "TOWER BUILDING TYPE".

ORDINANCE NO. 13-2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING TOWN CODE SECTION 78-83, APPENDIX A, FIGURE 1 "TOWER BUILDING TYPE" TO ELIMINATE THE INTERIOR SIDE SETBACK REQUIREMENT FOR BUILDINGS WHEN 80% BLOCK CONSOLIDATION IS ACHIEVED FOR A DEVELOPMENT PLAN; PROVIDING FOR THE CREATION OF TOWN CODE SECTION 78-84 K.(3), (4), AND (5); PROVIDING FOR HEIGHT AND STORIES EXEMPTIONS FOR PARKING GARAGES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted a Land Development Code in Subpart B of Chapter 78 of the Town Code; and

WHEREAS, Subpart B of the Land Development Code establishes various zoning districts, supplemental and other land development regulations to regulate uses, the height and size of structures, and the intensity and density of development within the Town; and

WHEREAS, the Community Development Director has recommended amendments to the Mixed Use District (MU) and the Federal Highway Mixed Use District Overlay (FHMUDO) which are codified in Town Code Sections 78-83 and 78-84, respectively; and

WHEREAS, the Community Development Director has recommended that the Town Commission amend Section 78-83, Appendix A, Figure 1 related to Tower Building Types to eliminate the interior side setback requirement when 80% block consolidation is achieved for a development plan; and

WHEREAS, the Community Development Director has also recommended that the Town Commission create an exception to the height of parking garages to be codified at Section 78-84 K.(3), (4), and (5), providing that the number of stories of a parking garage shall not be counted toward the maximum height or number of stories of a structure constructed therein.

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 78, Article III, Section 78-83, Appendix A, Figure 1 "Tower Building Type" is amended as follows:

MIXED USE DISTRICT: BUILDING TYPOLOGY AND PLACEMENT REGULATING DIAGRAMS

FIGURE 1: TOWER BUILDING TYPE

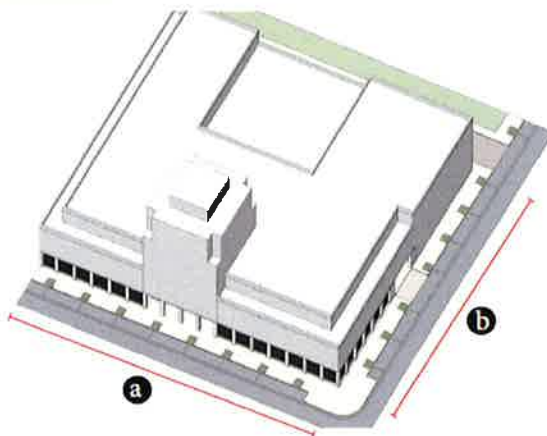
SUB-AREA: Core

DEFINITION:

a multi level building organized around a central core where a part of the building is higher in proportion.

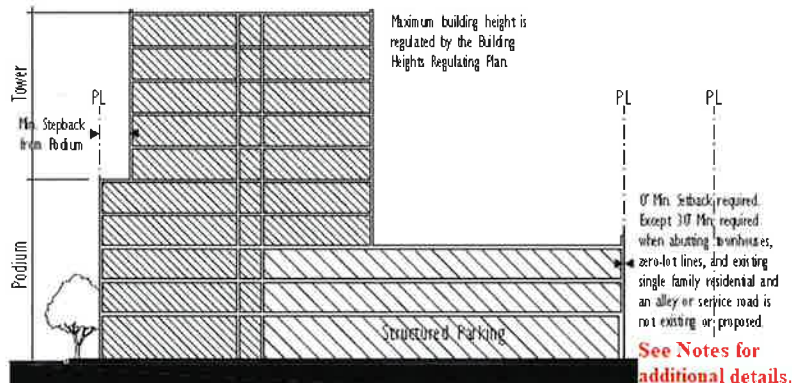
-  BUILDING LINE
-  PROPERTY LINE
-  ACTIVE USE
-  PARKING AREA
-  LOT WIDTH
-  LOT DEPTH

BUILDING MASSING

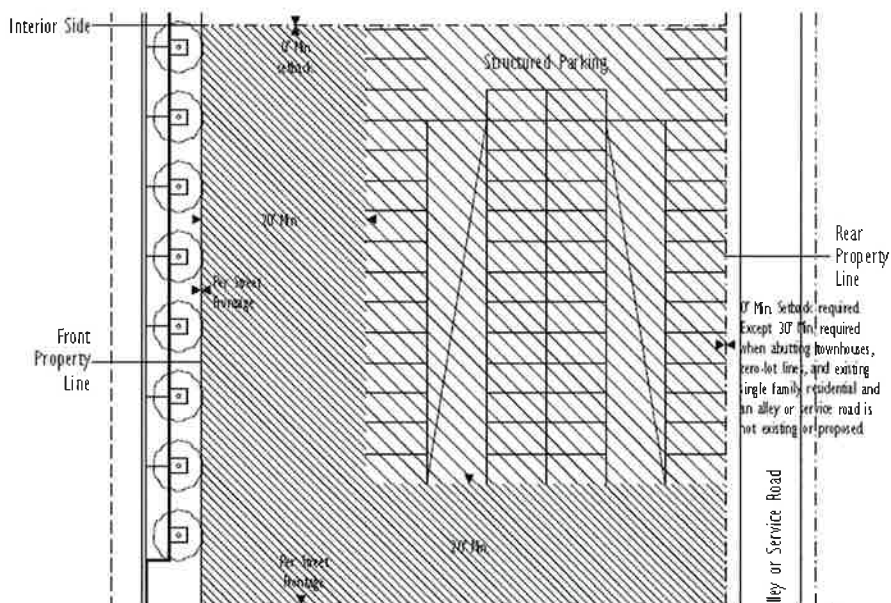


LOT STANDARDS:	MIN.	MAX.
a. Lot Width	200'	375'
b. Lot Depth	150'	N/A
c. Lot Area	N/A	N/A
d. Impervious Area	N/A	90% (1)
e. Pervious Area	10%	N/A (1)
f. Interior Side Setback	0' (2)	N/A
g. Rear Setback	0' (2)	N/A

BUILDING CONFIGURATION



BUILDING SETBACKS



NOTES:

1. At grade
2. Except 30' minimum when abutting townhouse, zero lot lines and existing single family residential and an alley or service road is not existing or proposed, **unless full block consolidation or at least 80% block consolidation is attained.**

OPEN SPACE STANDARDS:

All multi-family residential, live-work units and mixed use developments with residential dwellings shall reserve a minimum of 10% of the site for common, private open space.

Section 3. Chapter 78, Article III, Section 78-84 K. (3), (4), and (5) of the Town Code are hereby created as follows:

- (3). Structures with parking garages within identified development parcels in the Core Sub-Area of (3) Structures with parking garages within identified development parcels in the Core Sub-Area of the Federal Highway Mixed Use District Overlay, east of Federal Highway, are entitled to an exception to the maximum height established for the Core Sub-Area to accommodate the parking of vehicles within the structure. The parking garage shall not be considered as part of the measurement of the total height of a building, provided that: (a) the developer contributes funds to the Federal Highway Mixed-Use District Public Improvement Fund in accordance with Section 78-84(L) proportionate to the overall construction value; and (b) at least 10% of the total number of required parking spaces in the parking garage are designated as free public parking. The free public parking spaces shall be identified as free public parking by signage. The parking garage shall be equipped with camera surveillance of the public parking areas; (c) the parking garage shall be developed with an active use liner on the Federal Highway and Lake Shore Drive frontages of the building.
- (4) Structures within identified development parcels in the Core Sub-Area of the Federal Highway Mixed Use District Overlay, south of Cypress Drive, are entitled to an exemption of up to 5 stories, or 55 feet.
- (5) Structures within the development parcels in the other Core Sub-Areas of the Federal Highway Mixed Use District Overlay, north of Cypress Drive are entitled to an exemption cap of 3 stories, or 33 feet.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 6. Repeal of Laws in Conflict.

All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date.

This Ordinance shall take effect upon execution.

**LEGAL NOTICE OF PROPOSED
PUBLIC HEARINGS FOR THE
REPEAL AND CREATION
OF A NEW CAMPUS LIGHT
INDUSTRIAL AND COMMERCIAL
(CLIC) ZONING DISTRICT (TOWN
CODE SECTION 78-75) ALONG
WITH THE CREATION OF USE
DEFINITIONS IN TOWN
CODE SECTION 78-2 AND
FOR ADDITIONAL TEXT
AMENDMENTS TO THE MIXED-
USE (MU) AND FEDERAL
HIGHWAY MIXED USE DISTRICT
OVERLAY (FHMUDO - TOWN
CODE SECTIONS 78-83 AND
78-84) TOWN OF LAKE PARK**

Please take notice that on **Monday, November 4, 2019 at 6:30 p.m.** or soon thereafter as can be heard, the Town's **Planning & Zoning Board** of the Town of Lake Park, Florida in a public hearing session to be held in the Commission Chambers located in Town Hall at 535 Park Avenue, Lake Park, Florida will consider the following items:

- Campus Light Industrial/Commercial (CLIC) Zoning District land development regulations found in Section 78-75 of the Town Code in an attempt to modernize and provide flexibility in permitted uses and development patterns through additional land development regulations that will remain compatible and consistent with surrounding areas. Town Code Section 78-2 will also define those uses listed in the proposed Town Code Section 78-2.
- CREATING Town Code Section 78-84 K, (3), (4) and (5) allowing for a HEIGHT AND STORES exemption for parking garages within the CORE Sub-Areas on the EAST side of Federal Highway, with additional public benefit contributions, including: (1) free public parking equivalent to 10% of the required private parking; (2) a 1% dollar contribution into the Public Improvements Fund for the increased value; (3) active liner uses for the entire parking structure on the Federal and Lake Shore Drive sides. (with a CAP, south of Cypress Drive, EAST side only, 5 stories or 55 feet; north of Cypress Drive, EAST side only, 3 stories or 33 feet)
- AMENDING Town Code Section 78-83, Appendix A, Figure 1 related to the "Tower Building Type" to eliminate the interior side setback requirement when 80% block consolidation is achieved for a development plan.

The above Ordinances related to the CLIC (Sections 78-75 and 78-2) will be considered by the Town Commission as a public hearing Ordinance on 1st reading at the **December 4, 2019** Town Commission meeting and similarly for the items related to the MU and FHMUDO (Sections 78-83 and 78-84) on **November 5, 2019**. The CLIC items will also heard as a public hearing Ordinance on 2nd reading for adoption at the **December 18, 2019** Town Commission meeting and similarly for the MU and FHMUDO on **November 20, 2019**. Town Commission Meetings commence at 6:30pm, or as soon thereafter as can be heard.

All meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403. If a person decides to appeal any decision made by the Planning & Zoning Board or Town Commission with respect to any hearing, they 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. For additional information, or to review any documents related to the proposals described herein, please contact Community Development at 561-881-3319.

Ordinance on Second Reading

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2019

Agenda Item No. *Tab 5*

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, PERTAINING TO THE REQUIREMENTS FOR SPECIAL EVENT PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 2nd READING – PUBLIC HEARING**
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 11/1/19
Nadia Di Tommaso / Community Development Director
 Name/Title *ND*

Originating Department: Community Development	Costs: \$ Legal Review / Legal Ad Funding Source: Town Attorney / Clerk Acct: #105 / #106-48100 <input type="checkbox"/> Finance <i>Finance</i>	Attachments: → Ordinance 10-2019 → Legal Ad
Advertised: Date: 10/27/2019 Paper: Palm Beach Post <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 <u>ND</u> Please initial one.

Summary Explanation/Background:

FIRST READING (October 30, 2019): The Commission approved the Ordinance at a vote of 4-1. The Mayor expressed concerns with not having a specific timeframe that defines the “holidays” and the Vice-Mayor indicated that we should maybe consider July 4th as well since outdoor sales of fireworks is common for this holiday. Since a separate Ordinance regulating the signage for outdoor seasonal sales already includes the November/December holiday season, Staff has incorporated this timeframe into this Ordinance as well in order to make it consistent and staff has also included June 5 – July 5 as an additional holiday season recognized for outdoor seasonal sales.

ADDITIONAL BACKGROUND PRESENTED ON 1st READING

Towards the end of 2018, the Town Commission revised the special event Ordinance of Chapter 18 in the Town Code to allow for flexibility in the number of special events a property can conduct within a calendar year. In doing so, special events were also limited to two consecutive days in duration pursuant to the adopted amendments in 2018. Since the holiday season generally attracts a couple of vendors interested in selling Christmas trees or fireworks (or other holiday items), this Ordinance addresses their inclusion in Chapter 18 of the Town Code so as to separately define "Outdoor Seasonal Sales" as a standalone category and allow for these types of events to be conducted for up to 45 consecutive calendar days, by a third-party vendor and within commercial zoning districts, along with certain application requirements. A separate Ordinance is also being presented for Chapter 18 to address the signage associated with "Outdoor Seasonal Sales".

Recommended Motion: I MOVE TO ADOPT ORDINANCE NO. 10-2019 on
2nd reading.

ORDINANCE NO. 10- 2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, PERTAINING TO THE REQUIREMENTS FOR SPECIAL EVENT PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; 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, the Town Commission has previously adopted regulations regarding special event permits for events in Town parks; and

WHEREAS, the Town's Community Development Department has recommended amendments to Sections 18-120 through 18-127 of the Code of Ordinances pertaining to special event permits; and

WHEREAS, the Town Commission has determined that the recommended amendments would further the public's health, safety and general welfare.

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

Section 1. The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

Section 2. Chapter 18, Article IV, Sections 18-120, 121, 122, 123, 124, 125, 126 and 127 are hereby amended as follows:

Sec. 18-120. - Special event permit required.

- (a) A special event permit is required when the activity being conducted is expected to impact the town or a portion of the town beyond the normal operations or operating hours of a business, neighborhood, park or other public property, or when the exterior of a property is utilized beyond its approved use. In some cases, special events may require the temporary installation of infrastructure. Examples of special events include; grand openings and special sales events for permanent commercial and businesses uses located in the Town; religious functions and other types of ceremonies, craft shows and fairs, festivals and holiday events, residential/neighborhood block parties, certain sports and recreation events and functions, fundraisers, events and functions held in town parks or on town property; outdoor sales of seasonal items or products conducted on commercial property between November 1 and December 31, or between June 5 and July 5, and other resident or residential, business and commercial events that meet the criteria and requirements of this article.
- (b) Town-sponsored events are not subject to the frequency requirements of this section, or any other sections provided herein. Special event permits may be issued by the town for single use special events and for multiple special events. Special event permits are not intended, nor shall the issuance of a special event permit by the town be deemed or construed to supersede existing zoning, and other town laws or regulations, or to effectuate or constitute a waiver of such regulations.
- (c) Applicants proposing to host special events are subject to the following limitations:
A property which is the subject of an application is entitled to host a maximum of 12 special events per calendar year. The special event hosted on the property is permitted for up to two consecutive days.

Outdoor seasonal sales may be conducted for no more than 45 consecutive days. Outdoor seasonal sales are permitted one annual event. These events are limited to the Town's commercial zoning districts. Outdoor seasonal sales shall not be conducted as an extension of an existing retail operation, but must constitute a stand-alone use by a separate, third-party vendor.

Events, that in the opinion of the town, can be anticipated to attract 1,000—4,999 participants, shall be entitled to host four special events per calendar year in addition to the 12 listed hereinabove, provided the events are hosted in the following designated areas: Kelsey Park, Lake Shore Park, Bert Bostrom Park or within the Park Avenue Downtown District.

Sec. 18-121. - Application deadlines for permit; conditions.

Applications for a special event permit shall be submitted on forms provided by the town to the community development department for approval or denial. Applications must be submitted to the community development department not less than 21 calendar days prior to the date of the proposed special event. For special events

held in town parks, or on town property, an applicant shall submit a special event permit to the town at least 60 days in advance of the proposed special event. The community development director shall be responsible for issuing all special event permits, however, in the event that an applicant requires either a waiver of town imposed fees or other code regulations; or closure of any town streets for more than a 24-hour period, such request must be approved by the town commission. Final approval of a special event permit issued by either the community development director or approved by the town commission may impose conditions which are deemed necessary to protect or further the public health, safety, and general welfare. Temporary freestanding canopies may be used for special events.

Sec. 18-122. – Criteria for review of special event permits.

- (a) *Generally.* Prior to issuing a special event permit, the community development director or designee shall review the application for a special event permit and all other supporting documentation submitted by the applicant in conjunction with the following criteria and any additional relevant factors or considerations to determine whether a special event permit shall be issued by the town:
- (1) Will the requested special event be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare?
 - (2) Will any nuisance or hazardous feature or activity involved in the special event be suitably separated from adjacent uses? If yes, does the application adequately detail the methods and means to be used to buffer adjacent uses from the nuisance or harmful effects that the special event may generate, and does the community development director concur that the applicant's proposal will be sufficient in this regard?
 - (3) Will excess vehicular traffic be generated on residential streets? If so, will off-duty law enforcement personnel be necessary? Are there other mitigating solutions which can be implemented to address the effects of excess traffic?
 - (4) Will a vehicular parking problem be created either internal or external to the site of the special event? If so, has the applicant provided any mitigation plan, such as off-site valet parking or other proposals to relieve anticipated parking problems?
 - (5) Will the special event have potential negative audible effects, and if so, to what extent, and has the applicant presented any noise mitigation plan with the application?
 - (6) Will the special event violate any other provisions of the Town Code, and if so, what code sections are in conflict?
 - (7) Will the use be temporary in nature, and not include any permanent improvements? If permanent improvements are proposed and approved by the town, the applicant may be required to transfer ownership of any improvements to the town via a bill of sale or other legal instrument.
 - (8) Will the impacts of nonresidential uses on residential properties be minimized, and if so how?

(9) Will any streets, roads, or rights-of-way be closed? Has a maintenance of traffic (MOT) plan been submitted? Has the applicant agreed to make the necessary arrangements and pay all related expenses in advance?

(10) Will any proposed signage comply with the sign code requirements of chapter 70 of this Code and has a separate signage application been submitted?

Sec. 18-124. – Additional criteria for outdoor seasonal sale events.

Applicants seeking a special event permit for outdoor seasonal sales shall provide the following:

(1) Items for sale.

(2) Proposed location

(3) The property owner's written consent and affidavit of responsibility.

(4) Copy of sales tax number certificate.

Sec. 18-1245. - Permit issuance.

Special event permits issued pursuant to this article shall only be issued following the submittal of all required paperwork and payment of all required fees.

Sec. 18-1256. – Revocation of permit.

A special event permit may be revoked by the community development director upon a determination that the terms or conditions of the special event permit have been violated or cannot be met. If this determination is made during or after the event takes place, the applicant of the special event applicant will be subject to the forfeiture of 50 percent of the deposit for events on town property, or a \$150.00 penalty for events on private property and will be subject to code enforcement proceedings as established in the Town Code.

Sec. 18-127. – Special event signage.

A permit is required for all temporary signs. Signs shall comply with applicable Town code requirements.

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 4. **Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. **Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or re-lettered to accomplish such.

Section 6. **Effective date.** This Ordinance shall take effect immediately upon execution.

**LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK**

Please take notice that on Wednesday, November 6, 2019 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:

. Ordinance No. 10-2019 Amending Chapter 18 Pertaining to the Requirements for Special Event Permits

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, PERTAINING TO THE REQUIREMENTS FOR SPECIAL EVENT PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

. Ordinance No. 11-2019 Amending Chapter 70 Entitled "Sign Regulations" Providing for the Addition of a Definition of Outdoor Seasonal Sales; Providing for the Amendment of Section 70-103 to Add Outdoor Seasonal Signs as a Permitted Sign.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 70, ENTITLED "SIGN REGULATIONS" PROVIDING FOR THE ADDITION OF A DEFINITION OF OUTDOOR SEASONAL SALES; PROVIDING FOR THE AMENDMENT OF SECTION 70-103 TO ADD OUTDOOR SEASONAL SIGNS AS A PERMITTED SIGN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

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

PUB: The Palm Beach Post October 27, 2019

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2019

Agenda Item No. *Tab 6*

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 70, ENTITLED "SIGN REGULATIONS" PROVIDING FOR THE ADDITION OF A DEFINITION OF OUTDOOR SEASONAL SALES; PROVIDING FOR THE AMENDMENT OF SECTION 70-103 TO ADD OUTDOOR SEASONAL SIGNS AS A PERMITTED SIGN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 2nd READING – PUBLIC HEARING**
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager
 Nadia Di Tommaso / Community Development Director
 Name/Title

Date: 10/11/19

Originating Department: Community Development	Costs: \$ Legal Review / Legal Ad Funding Source: Town Attorney / Clerk Acct: #105 / #106-48100 <input type="checkbox"/> Finance <i>J. Danes</i>	Attachments: → Ordinance 11-2019 → Legal Ad
Advertised: Date: 10/27/2019 Paper: Palm Beach Post <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 <u>ND</u> Please initial one.

Summary Explanation/Background:

FIRST READING (October 30, 2019): The Commission approved the Ordinance at a vote of 4-1. A separate Ordinance allowing for outdoor seasonal sales is proposing two holiday timeframes, November 1 through December 31 and June 5 through July 5 pursuant to the discussions on first reading. Consequently, this Ordinance on second reading has been modified to include the June 5 through July 5 timeframe as a season that would allow outdoor seasonal sales signage since a

common practice around 4th of July is to sell fireworks and other products in celebration of Independence Day.

ADDITIONAL BACKGROUND PRESENTED ON 1st READING

Towards the end of 2018, the Town Commission revised the special event Ordinance of Chapter 18 in the Town Code to allow for flexibility in the number of special events a property can conduct within a calendar year. In doing so, special events were also limited to two consecutive days in duration pursuant to the adopted amendments in 2018. Since the holiday season generally attracts a couple of vendors interested in selling Christmas trees or fireworks (or other holiday items), this Ordinance addresses the associated signage requirements for these types of "Outdoor Seasonal Sales" events, which are also being defined and separately addressed in a separate agenda item for Chapter 18.

Recommended Motion: I MOVE TO ADOPT ORDINANCE NO. 11-2019 on
2nd reading.

ORDINANCE 11-2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 70, ENTITLED "SIGN REGULATIONS" PROVIDING FOR THE ADDITION OF A DEFINITION OF OUTDOOR SEASONAL SALES; PROVIDING FOR THE AMENDMENT OF SECTION 70-103 TO ADD OUTDOOR SEASONAL SIGNS AS A PERMITTED SIGN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapters 163, Florida Statutes; and

WHEREAS, the Town Commission has adopted sign regulations which have been codified in Chapter 70 of the Town Code; and

WHEREAS, the Town's Community Development Department has recommended an amendment to Sections 70-6 and 70-103(3) of the Code of Ordinances pertaining to signs; and

WHEREAS, the Town Commission has determined that the recommended amendments would further the public's health, safety and general welfare.

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 70, Article I, Section 70-6 is hereby amended as follows:

Sec. 70-6. – Definitions.

The definitions set forth in this section shall be construed to be the same as if incorporated in the town codes or land development regulations; provided specific

definitions spelled out in this chapter, if different, than that found in the town codes or land development regulations, shall prevail.

Outdoor seasonal sales shall mean a special event which takes place between November 1 and December 31, or between June 5 and July 5, of a calendar year. Outdoor Seasonal Sales special events are an extension of standard special events that allow for additional outdoor sales by a third party vendor, to promote the holiday season.

~~Special event sign shall mean a sign erected on the premises of the where an event is permitted which carries a message regarding a special event or function which is of general interest to the residents of the town community. Special events shall not include for-profit business promotional activities or activities strictly commercial in nature.~~

Section 3. Chapter 70, Article IV, Section 70-103(3) is hereby amended as follows:

Sec. 70-103 – Permitted signs.

3. *Temporary signage.*

(e) *Temporary signs for commercial special events.* Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, outdoor seasonal sale, etc., may be permitted in addition to those permanent signs which have been previously approved provided they are placed on the lot where the business promoting a special event is located. Temporary signs are permitted to be placed on the property for no more than 14 consecutive days prior to the start of the approved special event. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102 (2), (9), (13), (15), (16) and (19). Application for temporary event sign shall be accompanied by a special event application, as applicable.

(1) Permitted content: Any message identifying the event including the type of sale, the address, dates and hours of the sale, directional information and other related event information.

(2) Maximum number: One per 200 feet or fraction thereof of each street frontage.

(3) Location: Only within the boundaries of the event site. The placement of a temporary special event sign on public property is subject to the approval of the recreation director.

(4) Minimum setbacks: Five feet from any property line, provided however that signs are not permitted within visibility triangles as described in Section 78-253(c)(9).

(5) Maximum height: Twelve feet or five feet below the highest point on the building facade whichever is higher.

(6)

Upon completion of the event, such sign shall be removed within 48 hours. In no case shall a temporary event sign stay in place longer than 14 consecutive days preceding the start of the event with the exception of grand opening or business change signage as provided for in subsection 70-103.3(e)(10).

(7) Illegally placed temporary signs shall be removed by the candidate or by the town failing the timely removal of the sign as required herein at the sole expense of the property owner, sign owner, and/or individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.

(8) Large displays such as inflatable balloons announcing a grand opening or anniversary event may be permitted through the special event application process with the approval of the community development director or designee.

(9) All temporary signage must be professionally produced.

(10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business or the change of location of a business with a current Lake Park address to another Lake Park address. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Temporary signage announcing the change of location of an existing Lake Park business to another local in-town address shall be permitted to be placed at the old address with the property owner's permission. Such signs shall not remain in place for more than 60 days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102 (2), (9), (13), (15), (16) and shall be exempt from any permit fee, however a signage application is still required. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together with an assessment of the town's administrative costs.

(11) Sign permits for outdoor seasonal sales are valid for up to 45 consecutive days. Outdoor seasonal sale special event signs shall be affixed to a structure on the property where the event is being held. Freestanding signs are prohibited.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 7. Effective Date. This Ordinance shall take effect upon execution.

**LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK**

Please take notice that on Wednesday, November 6, 2019 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:

. Ordinance No. 10-2019 Amending Chapter 18 Pertaining to the Requirements for Special Event Permits

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, PERTAINING TO THE REQUIREMENTS FOR SPECIAL EVENT PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

PUB: The Palm Beach Post October 27, 2019

New Business

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2019

Agenda Item No. Tab 7

Agenda Title: Award of the Contract for Security Services at the Lake Park Harbor Marina between the Town of Lake Park, Florida and United Special Patrol, Inc. d/b/a United K9 Special Patrol (RFP No. 108-2019)

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

Approved by Town Manager *[Signature]* Date: 11/1/19

Name/Title

<p>Originating Department: Lake Park Harbor Marina</p>	<p>Costs: \$ <u>51,390.90</u> FOR <u>TOTAL YEAR</u> Funding Source: Acct. # <u>401-57-579-800--</u> [] Finance <u>34000</u></p>	<p>Attachments: Resolution; Agreement; Copy of Notice of Intent to Award and Proposal Evaluation Forms; Copy of Proposal Submitted by United Special Patrol, Inc. d/b/a United K9 Special Patrol; and, Copy of RFP No. 108-2019</p>
<p>Advertised: Date: _____ Paper: _____ <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> OR Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

On July 21, 2019, the Town published its Legal Notice that the Town would be accepting sealed proposals from qualified firms to provide unarmed security services to the Lake Park Harbor Marina with a submittal deadline of 10:00 a.m. on August 13, 2019. By that deadline, the following Offerors submitted proposals:

- Titan Protection Services of Miami Gardens, Florida; and
- United Special Patrol, Inc. d/b/a United K9 Special Patrol of Royal Palm Beach, Florida

On August 13, 2019 at 10:00 a.m., the above proposals were opened and read aloud in the Commission Chamber.

On August 23, 2019 at 10:00 a.m. the Evaluation Committee consisting of the Finance Director, Public Works Director, Dockmaster, and Assistant Town Manager/Human Resources Director met in a publicly noticed meeting for the purpose of evaluating the above proposals. After careful deliberation, the Evaluation Committee determined by consensus that the proposal submitted by United Special Patrol, Inc. d/b/a United K9 Special Patrol would be recommended to the Town Commission for award.

Attached are the completed Proposal Evaluation Forms.

Recommended Motion: I move to adopt Resolution 92-11 -2019.

RESOLUTION NO. 92-11-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH UNITED SPECIAL PATROL, INC. D/B/A UNITED K9 SPECIAL PATROL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (Town) is a municipality with those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the Town Commission has previously determined that there is a need for security services at its Lake Park Harbor Marina (the Marina); and

WHEREAS, the Town solicited and pursuant to that solicitation received proposals on July 30, 2019, for security services; and

WHEREAS, United Special Patrol d/b/a United K9 Special Patrol (United K9) submitted a proposal in response to the Town's solicitation wherein the United K9 represented that it is qualified, able and willing to satisfactorily provide security services at the Marina; and

WHEREAS, the Town Commission finds that United K9's proposal is acceptable and the Commission has agreed to enter into a contract with United K9; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract;

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

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with United Special Patrol, Inc. d/b/a United K9 Special Patrol, a copy of which is attached hereto and incorporated herein as Exhibit 'I'.

Section 3. This Resolution shall take effect upon execution.

CONTRACT FOR SECURITY SERVICES

This contract for Security Services at the Lake Park Harbor Marina (Contract), is made this day of _____, 2019, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and United Special Patrol, Inc. d/b/a United K9 Special Patrol, hereinafter designated as the "CONTRACTOR".

RECITALS:

WHEREAS, the TOWN is a municipality with those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN has previously determined that there is a need for security services at its Lake Park Harbor Marina (the Marina); and

WHEREAS, the TOWN solicited and pursuant to that solicitation received proposals on July 30, 2019, for security services; and

WHEREAS, the CONTRACTOR submitted a proposal in response to the TOWN's solicitation wherein the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide security services at the Marina; and

WHEREAS, the TOWN has found the CONTRACTOR's proposal to be acceptable and the Commission has agreed to enter into a contract with CONTRACTOR; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT.

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. SERVICES; BUSINESS TAX RECEIPTS; LICENSES

1.1 CONTRACTOR shall furnish all management, supervision, labor, materials, vehicles and equipment, including a golf cart, necessary to provide full building and site security services and shall obtain and maintain such licenses as may be required to perform security services at the Marina.

1.2 CONTRACTOR shall apply for, obtain, and thereafter maintain a current Business Tax Receipt from the TOWN and Palm Beach County prior to providing services under the Contract.

1.3 The CONTRACTOR and all agents and employees shall be licensed by the Florida

Department of Agriculture and Consumer Services, Division of Licensing as required by Florida Statute Chapter 493 prior to commencing work under the Contract and must provide the TOWN with a current copy of such license. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

- 1.4 CONTRACTOR shall appoint a representative to serve as liaison between CONTRACTOR and the TOWN's representative.
- 1.5 CONTRACTOR shall present to the TOWN's representative, one (1) week prior to beginning of a work week the names of personnel assigned to do the work for approval.
- 1.6 The TOWN's representative shall be notified, in advance, by the CONTRACTOR each time there is to be a personnel change.
- 1.7 CONTRACTOR shall patrol while utilizing a "Security Guard Tour Monitoring Tracking System" provided by the CONTRACTOR, and shall provide the mapping logs on a daily basis along with the Daily Activity Report,
- 1.8 CONTRACTOR shall provide the Marina Dockmaster via email or other electronic means with a legible Daily Activity Report and incident reports after completion of each shift. All logs and incident reports shall be written or typed in standard business English and shall be completely legible, and must include documentation that all rounds were completed as required pursuant to Sections 1.9, 1.10 and 1.11 as set forth below.

Security:

- 1.9 The CONTRACTOR shall provide one (1) on-site, uniformed security guard at the Marina during the hours herein noted. The Marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April through October). During the winter months (November through March) security services hours of operation shall be from 8:00 PM to 6:00 AM. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the contract. The CONTRACTOR shall also provide all management, supervision, labor, materials, vehicles and equipment, including a golf cart, necessary to provide full building and site security services as described herein for the Marina.
- 1.10 The on-site security guard is required to make and electronically document (using a "Security Guard Tour Monitoring Tracking System" or other similar equipment) one (1) "round" per hour during the 10:00 PM to 6:00 AM shifts and during the 8:00 PM to 6:00 AM shifts. The mapping log on these "rounds" along with the Daily Activity Reports must be provided to the Marina Dockmaster for each shift.

- 1.11 CONTRACTOR shall follow the Marina security procedures including clocking in and out, opening and closing, the route to be followed, etc.

Safety and Training:

- 1.12 The CONTRACTOR is responsible for instructing all of its employees in certified safety measures, first aid, CPR, automated external defibrillator (AED) operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated enforcement personnel arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina Dockmaster by the CONTRACTOR and reviewed on a case by case basis by the TOWN.
- 1.13 The CONTRACTOR will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.), and shall provide supervisory training to all supervisors.

Emergencies:

- 1.14 All calls of an emergency nature must be reported to the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) by calling 911.
- 1.15 CONTRACTOR shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Dockmaster to report unusual situations such as trespassing, vandalism, vessel and building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, alarms, etc.

Uniforms and Equipment:

- 1.16 The CONTRACTOR shall provide the following items for security service:
 - Complete uniforms for personnel that present a professional image. The uniforms shall be of consistent color, appearance and in good condition. The uniform will be only worn when the security officer is on official duty or in transit between residence and the job site.
 - Communication between security officers and Marina management is required. Cell phones shall be provided to security officers by the CONTRACTOR at no expense to the TOWN.

- Use of TOWN property (including telephones) shall be used for official business in the performance of the contract only. TOWN property shall not be used in any manner for personal advantage, business gain, or other personal endeavor by the CONTRACTOR or the CONTRACTOR's agents and employees. The CONTRACTOR shall take all reasonable precautions to protect TOWN property.

Required Security Guard Qualifications:

1.17 Personnel shall be able to perform the duties of a security guard and professionally mature to perform security guard duties as prescribed. The following requirements are not all inclusive but are to be used as a minimum guideline for the quality and experience level of the guard required for this contract.

- A minimum of two (2) years of employment as a security guard;
- Ability to deal effectively with all segments of the public; relate to people well and remain professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experience and professional maturity to enable him or her to make accurate observations;
- Ability to recognize dangerous or potentially dangerous situations and to take effective action;
- Ability to respond calmly and appropriately in an emergency situation and determine a proper course of action;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to communicate orally and in writing using standard business English;
- Ability to work outside in all weather conditions;
- Ability to maintain accurate records;
- Ability to work without close supervision and to make independent, logical, professionally mature decisions;
- Documentation that the security guard has passed a criminal background investigation. The Town of Lake Park reserves the right to review the

history(s) of each security officer assigned to ensure that the background investigation has been conducted satisfactorily; and

- Certification in first aid, CPR and the use of the automated external defibrillator (AED)

1.13 Pre-Commencement Meeting:

A mandatory pre-commencement meeting shall be held prior to the start of the contract. The CONTRACTOR shall offer the plan for providing optimum security coverage for Marina and related grounds. The scope of responsibility and authority of the guard shall be reviewed. The CONTRACTOR shall immediately notify the TOWN of any deviation from the agreed upon security plan.

1.14 Enforcement:

- All security services performed and equipment provided shall be subject to review and inspection by the TOWN. The TOWN reserves the right to inspect ongoing security during any 24-hour period.
- The TOWN shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the CONTRACTOR for appropriate action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.
- The TOWN has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the CONTRACTOR for corrective action.

1.15 Compliance Failure/Penalty System

- Fines will be assessed for the following violations and infractions of duty. TOWN staff will notify CONTRACTOR in writing of any violations. The amount of such fines assessed shall be deducted from the next subsequent invoice. Security personnel violations and fines per occurrence are as follows:

a.	Sleeping on duty.....	up to \$200.00
b.	Failing to follow post orders.	up to \$200.00
c.	Abandoning post.....	up to \$300.00
d.	Failing to complete incident report...	up to \$100.00
e.	Improper/soiled uniform.....	up to \$100.00
f.	Late for duty.....	up to \$200.00
g.	Failure to show-up for duty.....	up to \$300.00

For each repeat violation of the same offense within the contract term, the fine for the violation shall be increased to \$500.00.

1.16 Post-Award Review:

- Prior to performance commencing under the contract, the Marina Dockmaster and the CONTRACTOR shall make an on-site in-depth review of the contract requirements to include, but not limited to the following:
 - a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies at the marina.
 - b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
 - c. Requirements for contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
 - d. Patrol requirements and procedures.

2. **TERM.**

Unless extended or terminated, the term of this Contract shall commence upon the execution by both parties and shall continue until one (1) year from the anniversary date thereof.

3. **COMPENSATION**

3.1 Compensation shall not exceed \$15.95 per hour which shall be invoiced to the Town by the CONTRACTOR on a monthly basis. Such invoices must make reference to the purchase order number authorizing the service. All services are subject to inspection prior to payment by the TOWN. Services that do not meet the specifications set out in the Scope of Work will be rejected. A properly completed invoice must be submitted containing at a minimum:

- (a) Purchase order number and/or contract number.
- (b) CONTRACTOR'S name.
- (c) CONTRACTOR'S Federal Employer Identification Number (FEIN).
- (d) Itemization of services invoiced at the prices stipulated at the time the order was placed.
- (e) Copies of all Daily Activity Reports submitted during the billing period.

- (f) Any discounts or deductions, as applicable.

After submission of a properly completed invoice, payment will be made only after acceptance of all services invoiced.

All properly completed and addressed invoices will be paid generally within thirty (30) days from receipt of invoice for services accepted and received. No interest penalty, other than required by law, shall be applicable unless accepted in writing prior to purchase by the TOWN.

3.2 Payments – Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the Town Manager, or his designee. The TOWN shall be responsible for insuring that the services have been rendered in conformity with the Contract. Upon Approval, the invoices will be directed to the Finance Department for payment. Invoices will normally be paid within 30 days following the TOWN representative's approval.

4. INSURANCE REQUIREMENTS

4.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million (\$1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
- c. BUSINESS AUTO LIABILITY with minimum limits of one million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

- 4.2 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- 4.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.
- 4.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.
- 4.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- 4.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.
- 4.7 Violation of the terms of this Paragraph 5 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

5. INDEMNIFICATION

- 5.1 To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this

Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

- 5.2 The CONTRACTOR is not required to indemnify the TOWN, its elected and appointed officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- 5.3 Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR.
- 5.4 Nothing in this Contract shall be construed to be intended as a waiver of the sovereign immunity conferred upon the TOWN by § 768.28, Florida Statutes.

6. PERSONNEL

- 6.1. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- 6.2 All of the services required hereunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.
- 6.3 The CONTRACTOR warrant that all services shall be performed by skilled, licensed and competent personnel to the highest professional standards in the field.
- 6.4 All of the CONTRACTOR'S personnel while on TOWN premises, shall comply with all TOWN requirements governing conduct, safety and security.

7. GRATUITIES

The CONTRACTOR hereby warrants that it has not, during the solicitation process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount

of such fee, commission, percentage, gift, or other consideration.

8. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

9. CONTRACT AMENDMENTS

This Contract may only be amended by a written amendment executed by both of the parties.

10. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without obtaining the prior written authorization by the TOWN.

11. ATTORNEY'S FEES

If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

12. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

13. INDEPENDENT CONTRACTOR STATUS

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

14. INTEGRATION

This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations

made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

15. TERMINATION FOR CONVENIENCE OF TOWN

Upon 30 calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. In the event the CONTRACTOR elects to terminate the Contract, it shall give the TOWN 60 calendar days' written notice of its intention to do so by certified mail, return receipt requested.

17. NON-EXCLUSIVITY

The Award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.

18. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

19. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR'S records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

19. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its employees, affiliates, suppliers, subcontractors and [any other contractors who will perform hereunder], have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

20. NOTICES

All notices to the TOWN shall be sent to the following address:

Attention: Lake Park Harbor Marina Dockmaster
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

All invoices to the TOWN shall be sent to the following address:

Attention: Accounts Payable
Finance Department
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

All notices to the CONTRACTOR shall be sent to the following address:

Attention: _____

21. PUBLIC RECORDS

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

- 21.1. Keep and maintain public records required by the TOWN to perform the service.
- 21.2. Upon the request of the TOWN's custodian of public records, provided 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.
- 21.3. 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.
- 21.4. 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/Vendor transfers all public records to the TOWN upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Consultant/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Consultant/Vendor 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.

21.5 IF THE CONSULTANT/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, FL 33403; 561-881-3311; townclerk@lakeparkflorida.gov

22. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time thereafter.

23. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

24. SEVERABILITY

Should any part, term or provision of this Contract be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF LAKE PARKI

By: _____
Vivian Mendez, Town Clerk, CMC

By: _____
Michael O'Rourke, Mayor

(TOWN SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

CONTRACTOR

By: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____ 2019.

(Notary Seal)

Notary Public

My Commission Expires: _____

P:\DOCS\26508\00001\DOC\1YH4280.DOCX

Copy as submitted on 10/21/19

NOTICE OF INTENT TO AWARD

Notice is hereby given by the Town of Lake Park of the intent to award a Contract for the provision of Security Services (Unarmed) to the Lake Park Harbor Marina pursuant to RFP No. 108-2019 to the following Offeror:

United Special Patrol, Inc. d/b/a United K9 Special Patrol

The award shall be effective upon approval by the Town Commission at its Regular November 6, 2019 Commission meeting, which will be held in the Commission Chamber, Lake Park Hall, 535 Park Avenue, Lake Park, Florida 33403, commencing at 6:30 p.m.

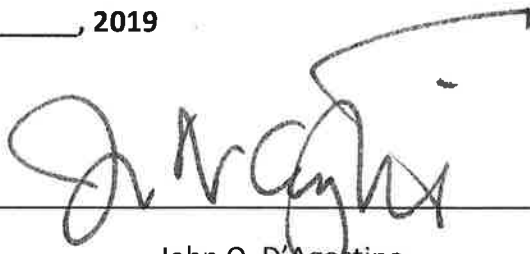
This Notice of Intent to Award, along with the attached bid evaluation sheet, shall be posted by the Town Clerk on the Town of Lake Park's official website five (5) business days prior to the November 6, 2019 Commission meeting.

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

Issued by: Town of Lake Park

Office of the Town Manager

10/21/19, 2019



John O. D'Agostino
Town Manager

Attachment

Bambi McKibbon-
Turner
evaluation

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: Titan Protective Services Inc.

Address: 1607 NW 183rd Street

City/State/Zip Code: Miami, Florida 33169

(Miami Gardens?)

Criteria	Points Awarded
<p>(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)</p>	<p>Financial statements did not conform to the requirements of the RFP (i.e., balance sheet had no ending date as to the period covered and there was no cover letter from the compiling accounting firm. Offeror demonstrated an effective use of technology and the reports generated appeared to be comprehensive, easy to interpret and timely. While the proposal stated the Offeror had a pool of ten employees; only one resume was provided. The Experience form for one customer (North Miami Motorsports) was not complete. There were no organization charts included demonstrating Offeror's staffing plan and identifying key personnel to be assigned to the project. Workers' Compensation mod factor was not provided. Also, no current Certificate of Status was provided.</p> <p style="text-align: right;">10 points</p>
<p>(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);</p>	<p>One of the Experience Forms was incomplete as referenced above.</p> <p style="text-align: right;">5 points</p>
<p>(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)</p>	<p>This evaluator contacted the customers listed in the proposal in order to obtain a reference but did not hear back from them.</p> <p style="text-align: right;">10 points</p>

<p>(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)</p>	<p>Provided.</p> <p style="text-align: right;">10 points</p>
<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP. (10 points maximum)</p>	<p style="text-align: right;">5 points</p>
<p>TOTAL POINTS AWARDED</p>	<p style="text-align: right;">40 POINTS</p>

Sam McMillan
Name of Evaluator

8/23/19
Date

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: United Special Patrol, Inc. dba United K9 Special Patrol

Address: 535 Royal Palm Beach Boulevard

City/State/Zip Code: Royal Palm Beach, Florida 33411

Criteria	Points Awarded
<p>(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)</p>	<p>Provided. Worker's Compensation mod rating is good = .92 effective 4/29/19). Current Certificate of Status provided.</p> <p style="text-align: right;">40 points</p>
<p>(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);</p>	<p>Provided</p> <p style="text-align: right;">20 points</p>
<p>(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)</p>	<p>Based upon the letters of reference that were provided, this requirement was met.</p> <p style="text-align: right;">20 points</p>
<p>(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)</p>	<p>Provided.</p> <p style="text-align: right;">10 points</p>

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>10 points</p>
<p>TOTAL POINTS AWARDED</p>	<p>100 POINTS</p>

Paul McRobb - Senior

Name of Evaluator

8/23/19

Date

Richard Scherle
evaluation

PROPOSAL EVALUATION FORM

**TOWN OF LAKE PARK
 EVALUATION CRITERIA FOR
 REQUEST FOR PROPOSALS NO. 108-2019
 FOR SECURITY SERVICE CONTRACT (UNARMED)
 FOR THE LAKE PARK HARBOR MARINA**

Name of Offeror: Titan Protective Services
 Address: _____
 City/State/Zip Code: _____

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, ^{to emp} experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual. ^{to offeror} Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	<ul style="list-style-type: none"> - good tech/reporting - 10 employees - limited financial - didn't see MOD <p style="text-align: center; font-size: 24px;">20</p>
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	20
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	20
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	10
(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of	→

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 108-2019
FOR SECURITY SERVICE CONTRACT (UNARMED)
FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: United K-9
 Address: _____
 City/State/Zip Code: _____

Criteria	Points Awarded
<p>(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)</p>	<p>- golf cart included - .92 MOD (not bad) - significant decrease in assets w/ significant increase in liabilities recently - more robust financials provided - more experience w/ marina (35)</p>
<p>(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);</p>	<p>- marina exp. (20)</p>
<p>(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)</p>	<p>(20)</p>
<p>(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)</p>	<p>(10)</p>
<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of</p>	<p>➔</p>

required documents and signed forms and any other matter unequivocally stated in the RFP (10 points maximum)	10 appeared all docs there
Total Points Awarded	95/100

[Signature] R. Schale
Name of Evaluator

8/23/19
Date

Bruce Butcher evaluation

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: TITAN PROTECTIVE SERVICES

Address: 1607 NW 183RD ST.

City/State/Zip Code: MIAMI GARDENS, FL.

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	FINANCIAL WAS UNCLEAR. NO MENTION OF A GOLF CART. FACILITY WAS UNCLEAR, QUALIFICATION PAGE WAS WRITTEN ABOUT A SUPERMARKET. ?? NO WORKER'S COMP. RATING. 20
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	OK 20
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	OK 20
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	OK WITH STATE, UNSURE WITH TOWN, NO LICENSE OR PERMIT IN PROPOSAL 5

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>I DO NOT THINK PRICING IS CORRECT, CAUSE THERE IS NO MENTION ANYWARE THAT THE OFFEROR IS PROVIDING A GOLFCART.</p>
<p>TOTAL POINTS AWARDED</p>	<p>8 73</p>

BRUCE BUTCHER

Name of Evaluator

8-23-19

Date

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: UNITED K-9 SPECIAL PATROL
 Address: 535 ROYAL PALM BEACH BLVD.
 City/State/Zip Code: ROYAL PALM BEACH, FL. 33411

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	FINANCIAL HAS A LARGE NEG. BALANCE FOR 2018. USE OF BEST PRACTICES OK, RFID TAGS USED FOR MONITORING ROUTE. <div style="text-align: right;">36</div>
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	OK <div style="text-align: right;">20</div>
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	HAS A SETTLED CIVIL LITIGATION. <div style="text-align: right;">12</div>
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	OK WITH STATE, UNSURE WITH TOWN - NO LICENSE OR PERMIT IN PROPOSAL. <div style="text-align: right;">5</div>

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>PRICING OK HAS A LARGE NEG. NO. ON BALANCE SHEET, FOR 2018.</p> <p>8</p>
<p>TOTAL POINTS AWARDED</p>	<p>81</p>

BRUCE BUTCHER

Name of Evaluator

8-23-19

Date

Lourdes Cariseo
Final Tabulation

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: _____

Atran Protective

Total pts
187

Address: _____

City/State/Zip Code: _____

Criteria	Points Awarded
<p>(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)</p>	
<p>(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);</p>	
<p>(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)</p>	
<p>(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)</p>	

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	
<p>TOTAL POINTS AWARDED</p>	

Bambi Turner
Evaluator

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: Titan Protective Services

Address: _____

City/State/Zip Code: _____

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	Fin'l info not conformed 10
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	5
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	10
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	10

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>5</p>
<p>TOTAL POINTS AWARDED</p>	<p>40</p>

Richard

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: Titan

Address: _____

City/State/Zip Code: _____

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	20
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	20
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	20
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	10

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>5</p>
<p>TOTAL POINTS AWARDED</p>	<p>75</p>

Bruce Butcher

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror:

Titan Protective Services

Address: _____

City/State/Zip Code: _____

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	20
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	20
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	20
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	5

195
81
—
276

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>8</p>
<p>TOTAL POINTS AWARDED</p>	<p>73</p>

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror:

United K-9

276pts

Address:

City/State/Zip Code:

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	
<p>TOTAL POINTS AWARDED</p>	

Bambi Turner

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: United K-9

Address: _____

City/State/Zip Code: _____

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	40 pts
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	20 pts
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	20 pts
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	10 pts

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>10</p>
<p>TOTAL POINTS AWARDED</p>	<p>100</p>

Richard Scherle

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK

EVALUATION CRITERIA FOR

REQUEST FOR PROPOSALS NO. 108-2019

FOR SECURITY SERVICE CONTRACT (UNARMED)

FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: United K-9

Address: _____

City/State/Zip Code: _____

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	35
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	20
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	20
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	10

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>10</p>
<p>TOTAL POINTS AWARDED</p>	<p>95 pts</p>

Bruce Balcher

PROPOSAL EVALUATION FORM

TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 108-2019
FOR SECURITY SERVICE CONTRACT (UNARMED)
FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: United K-9
Address: _____
City/State/Zip Code: _____

Criteria	Points Awarded
(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points maximum)	36
(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points maximum);	20
(3) A record of integrity that is satisfactory to the TOWN (20 points maximum)	12
(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points maximum)	5

<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP.</p> <p>(10 points maximum)</p>	<p>8</p>
<p>TOTAL POINTS AWARDED</p>	<p>81</p>



PROPOSAL FOR



**TOWN OF LAKE PARK, FLORIDA
OFFICE OF THE TOWN CLERK, TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK, FLORIDA 33403**

**SECURITY SERVICES (UNARMED) LAKE PARK HARBOR MARINA
BID #108-2019**

30 July 2019

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845

OFFEROR'S CERTIFICATION

I certify that this Proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 60 inclusive of this Request for Proposals as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

United Special Patrol, Inc. DBA United K9 Special Patrol

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:

Iva P. Wummer

TITLE:

President

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

Iva P. Wummer

ADDRESS:

535 Royal Palm Beach Blvd.

Royal Palm Beach, FL 33411

PHONE NO:

(561) 848-2600

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of Florida

Department of State

I certify from the records of this office that UNITED SPECIAL PATROL, INC. is a corporation organized under the laws of the State of Florida, filed on December 2, 2004.

The document number of this corporation is P04000162117.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 24, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of July, 2019*



Ronald R. Lee
Secretary of State

Tracking Number: 4349187606CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



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Fictitious Name Search

No Filing History

Fictitious Name Detail

Fictitious Name

UNITED K-9 SPECIAL PATROL

Filing Information

Registration Number G15000082421
Status ACTIVE
Filed Date 08/10/2015
Expiration Date 12/31/2020
Current Owners 1
County MULTIPLE
Total Pages 1
Events Filed NONE
FEI/EIN Number 20-1964735

Mailing Address

535 ROYAL PALM BEACH BLVD.
ROYAL PALM BEACH, FL 33411

Owner Information

UNITED SPECIAL PATROL, INC.
535 ROYAL PALM BEACH BLVD.
ROYAL PALM BEACH, FL 33411
FEI/EIN Number: 20-1964735
Document Number: P04000162117

Document Images

[08/10/2015 -- Fictitious Name Filing](#)

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Fictitious Name Search

No Filing History

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**

DIVISION OF LICENSING

06/05/17
DATE ISSUED

06/30/20
DATE OF EXPIRATION

B 0000845
LICENSE NUMBER

**UNITED SPECIAL PATROL, INC.
DBA UNITED K-9 SPECIAL PATROL**

535 ROYAL PALM BEACH BLVD.
ROYAL PALM BCH, FL 33411

WUMMER, IVA POLAK, OWNER

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



A handwritten signature in black ink, appearing to read "Adam H. Putnam".

**ADAM H. PUTNAM
COMMISSIONER**

ROYAL PALM BEACH
FLORIDA
19-000017040



VILLAGE OF ROYAL PALM BEACH
1050 ROYAL PALM BEACH BOULEVARD
ROYAL PALM BEACH, FL 33411

NO.

19-000017040

DATE: 7/30/18

LOCAL BUSINESS TAX RECEIPT
EXPIRES: SEPTEMBER - 30 - 2019

UNITED SPECIAL PATROL INC
535 RPB BLVD
ROYAL PALM BEACH FL 33411

DESCRIPTION
BUSINESS OFFICE

TOTAL FEE
\$100.00

DISPLAY IN PLACE OF BUSINESS

LOCATION: 535 RPB BLVD

PROPOSAL FORM

Billing Rate to Town (\$/hour)

Marina Guard

\$ 15.95 x 8 -- Per eight (8) hour shift (estimated number of days is 214)

\$ 15.95 x 10 -- Per ten (10) hour shift (estimate number of days is 151)

\$ 51,390.00 Estimated Annual Billing

Special Event Guard(s)

\$ 15.95 Hourly Rate Golf Cart Included

These rates will apply to all days of the year.

INDIVIDUAL, FIRM OR PARTNERSHIP

By: Joe P. Wummer / Iva P. Wummer
(Signature) (Print name)

Address: 535 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

Telephone: (561) 848-2600 Fax: (561) 795-7455
(both with area codes)

E-mail Address of Signatory: unitedk9@bellsouth.net

Company Website: www.unitedk9specialpatrol.com

DUNS Number: 022024565

Social Security Number (OR) Federal Identification Number (FEIN): 20-1964735

CORPORATION

By: Joe P. Wummer / Iva P. Wummer
(Signature) (Print name)

Address: 535 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

- a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies at the marina.
- b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
- c. Requirements for contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
- d. Patrol requirements and procedures.

The balance of this page intentionally left blank.

Telephone: 561-848-2600 FAX: 561-795-7455 (both with area codes)

E-mail Address of Signatory: unitedk9@bellsouth.net

Company Website: www.unitedk9specialpatrol.com

DUNS Number: 022024565

Federal Identification Number (FEIN): 20-1964735

State Under Which Corporation Was Chartered: Florida
(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida) December 2, 2004

Corporate President: Iva P. Wummer
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: Iva P. Wummer
Secretary

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: Robert Wummer

Address: 110 Shore Drive

Telephone: (561) 348-4678

Email Address: Wummerplace@bellsouth.net

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: Robert Wummer

Address: 110 Shore Drive, Riviera Beach, FL 33404

Telephone : (561) 348-4678

Email Address: Wummerplace@bellsouth.net

The balance of this page intentionally left blank.

REFERENCES

As specified in the Standard Terms and Conditions of this RFP Document, OFFERORS must present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this RFP document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1. Sailfish Marina	98 Lake Drive
	Singer Island, FL 33404
	Date(s) Service Provided 10/2016 to Present
Bryan Cheney	PHONE: 561-281-6043
	FAX: 561-848-9864
2. New Port Cove Marina	255 E 22 Court
	Riviera Beach, FL 33404
	Date(s) Service Provided 6/2009 to Present
Jim Nester	PHONE: 561-844-2504
	FAX: 561-863-5086
3. PGA Marina	2385 PGA Blvd.
	Palm Beach Gardens, FL 33410
	Date(s) Service Provided 5/2010 to Present
Mike Vinson	PHONE: 561-626-0200
	FAX: 561-622-7011
4.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:

DRUG FREE WORKPLACE

OFFERORS must present documentation that they have a Drug Free Workplace Program in place, and shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee shall abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



OFFEROR's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Iva P. Wummer, who, after being by me first duly sworn, deposes and says:

(1) I am Iva P. Wummer of United Special Patrol, the OFFEROR that has submitted a Proposal to perform work for the following project:

RFP #: 108-2019 RFP Name: Lake Park Harbor Marina

(2) I, the undersigned, hereby depose and state that no portion of the sum Proposal in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Iva P. Wummer
Iva P. Wummer
Signature

Subscribed and sworn to (or affirmed) before me this 31st day of July, 2019 by

Iva P. Wummer, who is personally known to me or who has produced _____ as identification.

SEAL:



Notary Signature: Terri L. McIntyre

Notary Name: Terri L. McIntyre
Notary Public-State of Florida

My Commission #: 66 266956

Expires on: 10-25-22

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Iva P. Wummer who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He/she is President of United Special Patrol, Inc., the OFFEROR that has submitted a Proposal to perform work for the following:

RFP #: 108-2019 RFP Name: Lake Park Harbor Marina

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

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

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the OFFEROR or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Iva P. Wummer
Signature

Subscribed and sworn to (or affirmed) before me this 31st day of July 2019 by Iva P. Wummer, who is personally known to me or who has produced as identification.

SEAL:

Notary Signature: Terri L. McIntyre

Notary Name: Terri L. McIntyre

Notary Public-State of Florida

My Commission #: 66 266 956

Expires on: 10-25-22



NON-BANKRUPTCY AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Iva P. Wummer is an officer and member of the firm of United Special Patrol, being first duly sworn, deposes and states that;

- 1. The subsequent certification statement is a true and accurate statement as of the date shown below.
- 2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the Town of Lake Park, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in RFP # 108-2019.
- 3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Iva P. Wummer
Affiant Signature

Sworn to before me this 31st day of July, 20 19 by Iva P. Wummer
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Terri L. McIntyre
Signature of Notary

Terri L. McIntyre
Notary's Printed Name

10-25-22
Expiration of Notary's Commission

Affix Seal Here:



CERTIFICATION OF NON-SEGREGATED FACILITIES

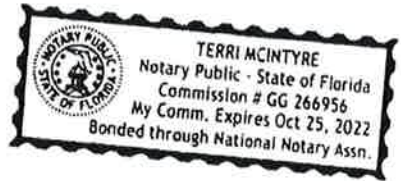
The OFFEROR certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The OFFEROR certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The OFFEROR agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his Proposal. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The OFFEROR agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

United Special Patrol, Inc. Iva P. Wummer
Signature
535 Royal Palm Beach Blvd. Iva P. Wummer, President
Name and Title
Royal Palm Beach, FL 33411 7-31-19
Date

SEAL:



Notary Signature: Terri L. McIntyre
Notary Name: Terri L. McIntyre
Notary Public-State of Florida
My Commission #: 66 266956
Expires on: 10-25-22

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to TOWN OF LAKE PARK

(print name of public entity)

by Iva P. Wummer

(print individual's name and title)

for United Special Patrol, Inc.

(print name of entity submitting sworn statement)

2. Whose address is

535 Royal Palm Beach Blvd.

Royal Palm Beach, FL 33411

and (if applicable) its Federal Employer Identification Number (FEIN) is

20-1964735

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes, means:
- i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls

another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.


6. I understand that a "person" as defined in Paragraph 287.133(1)(e) Florida Statutes, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.
7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

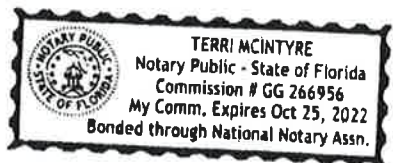
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 31st day of July 2019, by Iva P. Wummer as _____ of _____, who is personally known to me or has produced _____ as identification.

SEAL:



Notary Signature: Terri L. McIntyre

Notary Name Terri L. McIntyre

Notary Public - State of Florida

My Commission #: 66 266956

Expires on: 10-25-22

The balance of this page intentionally left blank.

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: Sailfish Marina

Address: 98 Lake Drive

Singer Island, FL 33404
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. <u>Bryan Cheney</u>	<u>General Manager</u>	<u>(561) 281-6043</u>	<u>(561) 848-9804</u>
2.		()	()
3.		()	()

DATE OF CONTRACT

Contract start date 10 / 24 / 16

Contract expiration date 10 / 24 / 17

(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? Every year

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? 2

For how long has the contract time been extended 1 year

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

As per Contractual Agreement

Starting Contract Amount \$18.50

Final Contract Amount \$19.50



July 30, 2019

To Whom It May Concern,

As the General Manager of Sailfish Marina, we have worked with United Special Patrol as our security guard service since October 24, 2016. We have roving security on our property 7 Days per week from 9pm to 7am. It is my opinion that they are very qualified and a professional security company. I'm happy to recommend them to any other Marina or Resort. Please feel free to contact me should you need any further information.

Sincerely,



Bryan Cheney

Director of Operations
561-281-6043

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: New Port Cove Marina

Address: 255 E 22 Court

Riviera Beach, FL 33404
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. <u>Jim Nester</u>	<u>General Manager</u>	<u>(561) 844-2504</u>	<u>(561) 863-5086</u>
2.		()	()
3.		()	()

DATE OF CONTRACT

Contract start date 6 / 5 / 2009 Contract expiration date 6 / 5 / 2020
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? Yearly

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? 10

For how long has the contract time been extended 10 years

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

As per contractual agreement

Starting Contract Amount \$13.25

Final Contract Amount \$15.00



NEW PORT COVE

— MARINA —

255 E. 22ND COURT | RIVIERA BEACH, FL 33404
361.844.2504 • NEWPORTCOVEMARINECENTER.COM

July 30, 2019

To Whom It May Concern,

I'm writing you on behalf of Safe Harbor New Port Cove to let you know that we are very pleased with United Special Patrol. They have provided excellent service for over 10 years to our Marina. They have always worked out any issues and are on call 24/7. I appreciate all their hard work and we will continue to do business with them for many years to come.

Sincerely,

Jim Nester, G.M.

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: PGA Marina

Address: 2385 PGA Blvd.

Palm Beach Gardens, FL 33410
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. Mike Vinson	V.P. of Operations	(561) 626-0200	(561) 622-7011
2.		()	()
3.		()	()

DATE OF CONTRACT

Contract start date 5 / 1 / 2010 Contract expiration date 5 / 1 / 2020
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? Yearly

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? 9

For how long has the contract time been extended Yearly

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?
As per contractual Agreement

Starting Contract Amount \$12.50

Final Contract Amount \$15.00

July 30th, 2019

To Whom It May Concern,

This letter is to provide United Special Patrol a professional reference for prospective clients.

We have utilized the services of United Special Patrol for over 9 years at our Palm Beach Gardens location, and recently have brought them in to our Fort Lauderdale facility for the purpose of providing overnight security guards 7 days per week on the grounds of our Marinas. In my opinion they are a very qualified and professional security company. I'm happy to say that I can recommend them without qualifications.

In addition Iva & Bill Wummer are a joy to work with. They always make themselves personally available to answer questions and are quick to accommodate our security requests even when they are made last minute.

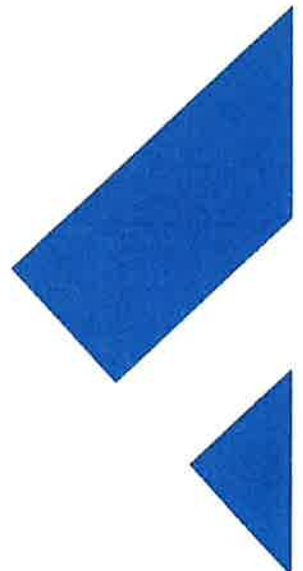
If you would like to discuss my opinion of United Special Patrol further, please don't hesitate to contact me.

Sincerely,

Michael J Vinson
VP of Operations - Florida
561-843-3008

office - 843.576.2499

33 lockwood drive, charleston, sc 29401
port32marinas.com



Financial Stability

OFFEROR must demonstrate that it is a sustainable organization with the financial capability to service the TOWN for the term of the Agreement. To do this the OFFEROR will provide the following:

- 1) A completed and notarized Non-Bankruptcy Affidavit, and
- 2) Copies of the firm's three most recent financial statements which must include, at minimum: (a) a balance sheet, (b) an income statement, (c) a statement of each flow, and (d) a cover letter from the compiling accounting firm.

Litigation and Criminal Convictions

The OFFEROR must provide a summary of all civil litigation the company has been directly or indirectly involved in for the previous ten (10) years to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers' Compensation claims and/or employment related issues need not be reported.

The OFFEROR must also provide a summary of all criminal convictions and current indictments of the company and/or its officers for the previous ten (10) years to the present. The Pre-Qualification Committee may disqualify an OFFEROR with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, OFFERORS must submit completed Forms C1 and C2 and should provide any supporting documentation the OFFEROR believes is appropriate to clarify and support the information provided on Forms C1 and C2.

The balance of this page intentionally left blank.

Civil Litigation

Please provide a summary of any and all civil litigation your firm has been involved for the previous ten (10) years to the present. Include any and all litigation with government entities, customers, and suppliers. Copy this page and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants: Steven + Theresa Franco
Brief Description of Case: We were working at Bridgewater Apts. + a 15 yr. old resident went into another residents house to rob her. She confronted him and he stabbed her. She passed away and we were sued as well as the community. Our insurance company decided to settle the claim.
Outcome/projected outcome: Settlement "Please see attached letter"
Amount of Claim/Monetary Award/Settlement \$450,000.00

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

THOMAS J. MCCAUSLAND | PARTNER
3440 HOLLYWOOD BOULEVARD, SECOND FLOOR
HOLLYWOOD, FL 33021
DIRECT (954) 518-1288
MAIN (954) 981-1400 BROWARD | (305) 940-4821 DADE
FAX 954-518-8888
tmccausland@conroysimberg.com

January 18, 2018

VIA E-MAIL & CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ted@formanlawoffices.com; robyn@formanlawoffices.com
Theodore S. Forman, Esq.
Forman Law Offices, P.A.
238 NE 1st Ave
Delray Beach, FL 33444-3715

Re: FRANCO, STEVEN AND THERESA a/p/r OF THE ESTATE OF NICOLE
FRANCO V. CORNERSTONE G
Insured: United Special Patrol, Inc., d/b/a United K-9 Special
Patrol
Date of Incident: 06/03/14
Our File No.: 158437

Dear Mr. Forman:

Enclosed please find settlement check number 00119899 made payable to Forman Law Offices, P.A. Trust Account in the amount of \$450,000.00. This is in full and final settlement of the above captioned matter. Upon receipt of the check, please send me the signed Stipulation for Final Order of Dismissal with Prejudice.

Should you have any questions regarding this matter, please call me.

Very truly yours,


Thomas J. McCausland

TJM/gmn
Enclosure

Criminal Litigation

Please provide a summary of any and all criminal litigation your firm has been involved with for the previous ten (10) years to the present. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description: <p style="text-align: center;">N/A</p>
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description: <p style="text-align: center;">N/A</p>
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description: <p style="text-align: center;">N/A</p>
Outcome/Projected Outcome:

ACKNOWLEDGMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

United Special Patrol, Inc.
Offeror Name

Iva P. Wummer
Signature

Iva P. Wummer
Name and Title (Print or Type)

7-31-19
Date

Robert C. Wummer

110 Shore Drive
Riviera Beach, FL 33404
Cell: 561-348-4678



Biography:

Robert Wummer has been a resident of Riviera Beach for the past 40 years. Robert has owned and operated security businesses since 1976. Throughout that time he has implemented the K-9 corp for Palm Beach County and for many cities in the state of New Jersey, the Bahamas and the Riviera Beach Police Department. Robert also started the first K-9 training facility in Palm Beach County. Throughout the years Robert assisted in demonstrating the value of the use of police K-9's in the public school system and service organizations. Robert spearheaded the acquisition of bullet proof vests for the Riviera Beach Police Department.

Experience:

1957 to 1965 - Military Police Officer - United States Marine Corp.
1965 to 1970 - Police Officer and K-9 Trainer / Handler - New Jersey - Certified
1970 to 1973 - Police Officer - Palm Beach Shores Police Department
1973 to 1990 - Owner/operator U.S. K-9 Security, Lake Park, FL - 350 employees
1990 to 2000 - Owner/operator On Guard Security & Investigations, Riviera Beach, FL - 150 employees
2000 to 2011 - Owner/operated Advanced National Security & Investigations, Riviera Beach, FL - 100 employees - Sold in 2011
2011 to 2014 - Manager, Instructor & Business Relations Advisor, Advanced National Security & Investigations, Lake Worth, FL
2014 to Present - Sales & Consultant for United Special Patrol

Education:

FBI Academy, Court House, New Jersey
K-9 Dog Training United States Police K-9 Association
New Jersey Police Academy, Sea Girt, New Jersey
Certified Police Officer, State of Florida

Certifications & Licenses (See attached):

USPCA Certified K-9 Instructor
Florida Armed Guard License #G8600356
Florida Unarmed Guard License #D8602191
Florida Private Investigator License #C8600425
Florida Firearm Instructor License #K0000161
Florida Security Officer Instructor License #D1100241



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2019

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

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

PRODUCER	Chris Black Insurance 1916 Highland Oaks Blvd Lutz, FL 33559 License #: E183481	CONTACT NAME: Whitney McIntosh
		PHONE (A/C, No, Ext): 813-782-1777 FAX (A/C, No): 813-782-3555 E-MAIL: whitney@chrisblackinsurance.com ADDRESS: _____
INSURED	UNITED SPECIAL PATROL, INC. DBA UNITED K9 SPECIAL PATROL 535 ROYAL PALM BEACH BLVD ROYAL PALM BEACH, FL 33411	INSURER(S) AFFORDING COVERAGE
		INSURER A: Everest Indemnity Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 388

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		51GL006065-191	02/17/2019	02/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		51CC004906-191	02/17/2019	02/17/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Whitney McIntosh

(WMM)

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UNITE01

OP ID: ANGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2019

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

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

PRODUCER Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Matthew A. Poace	800-538-0487	CONTACT NAME: PHONE (A/C No, Ext): 800-538-0487 FAX (A/C No) 561-626-3153 E-MAIL ADDRESS:														
INSURED United K9 Special Patrol United Special Patrol Inc dba 535 Royal Palm Beach Blvd Royal Palm Beach, FL 33411		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Bridgefield Employers Ins. Co.</td> <td>10701</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bridgefield Employers Ins. Co.	10701	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD (WV)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex. occ./contract) \$ MED EXP (Any one person) \$ PERSONAL & ADVERTISING \$ GENERAL AGGREGATE \$ PRODUCTS/COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Eq. accident) \$ BODILY INJURY (Prt. accident) \$ BODILY INJURY (Prt. accident) \$ PROPERTY DAMAGE (Prt. accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		0830-21320	04/29/2019	04/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - INDIVIDUAL LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER GREYST2	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Atlantic Pacific INSURANCE

11382 Prosperity Farms Road, Suite 123 • Palm Beach Gardens, Florida 33410
Phone 561.624.1800 • 800.538.0487 • Fax 561.626.3153 • www.apins.com

BUSINESS INSURANCE

- General Liability
- Property
- Business Auto
- Equipment Floaters
- Workers Compensation
- Commercial Umbrella
- Boiler & Machinery

PERSONAL INSURANCE

- Homeowners
- Rental Insurance
- Flood Insurance
- Personal Articles Floater
- Personal Auto
- Motorcycles
- Recreational Vehicles
- Personal Umbrella
- Watercraft
- Collector Vehicles

LIFE INSURANCE

- Life Insurance Planning
- Estate Planning
- Buy-Sell Programs
- Key Person
- Wealth Management

HEALTH

- Group/Individual Health
- Disability
- Long Term Care
- Voluntary Employee Benefits

July 29, 2019

United K9 Special Patrol
United Special Patrol Inc dba
535 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411

To Whom it May Concern:

Our above referenced client, United K9 Special Patrol, currently has a Workers Compensation Experience Rating of .92 effective 4/29/19.

If you should have any questions please contact me regarding this.

Sincerely,

Matt Peace
Atlantic Pacific Insurance
11382 Prosperity Farms Rd #123
Palm Beach Gardens, FL 33410



Set your course with the help of a "Trusted Advisor"

TOLL FREE 800.538.0487 λ BELLE GLADE 561.996.5800 λ BIG PINE KEY 305.872.0557 λ
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AAL BUSINESS & TAX P.A.

A CPA FIRM

The attached financials were compiled by ALL Business & Tax P.A. We are a full-service CPA firm licensed in FL. We offer a broad range of services for business owners, executives, and independent professionals

United Special Patrol
Balance Sheet at 12/31/18, 12/31/17, 12/31/16 - Modified Cash Basis
All Disclosures Required by Modified Cash Basis of Accounting Omitted

	Dec 31, 18	Dec 31, 17	Dec 31, 16
ASSETS			
Current Assets			
Bank Accounts			
Bank of America	110,778.41	44,043.25	77,388.13
Petty Cash	0.00	0.00	5,332.95
PNC - Operating *4625	73.88	73.88	73.88
PNC - Reserve *8243	0.00	12,472.82	90,315.84
PNC Checking General *5664	-6,837.51	7,826.18	52,383.18
Total Bank Accounts	\$ 104,014.78	64,416.13	225,493.98
Other Current Assets			
*Payroll Asset	9,211.36	218.25	218.25
Employee Loans	6,348.17	0.00	13,774.00
Employee Loans 2010	0.00	0.00	25,435.01
Handwritten Manual Checks	12,144.62	0.00	0.00
Payroll Clearing	0.00	43,792.80	0.00
Total Other Current Assets	\$ 27,704.15	\$ 44,011.05	\$ 39,427.26
Total Current Assets	\$ 131,718.93	\$ 108,427.18	\$ 264,921.24
Fixed Assets			
Furniture and Fixtures	6,787.95	6,787.95	5,887.95
Property & Equipment			
Accumulated Depreciation	-166,681.42	-166,681.42	-154,487.42
Camera	8,720.42	8,720.42	7,110.94
Computers	2,185.82	2,185.82	2,185.82
Generator	1,145.93	1,145.93	1,145.93
Proxi Guard	2,574.57	2,574.57	2,574.57
Total Property & Equipment	-\$ 152,054.68	-152,054.68	-141,470.16
Vehicles			
2008 Ford Crown Victoria	3,500.01	3,500.00	0.00
2013 Chevy Equinox	30,454.56	30,454.56	30,454.56
2017 Toyota Rav 4	30,814.67	30,814.67	0.00
2018 Chevrolet Trax	25,198.78	0.00	0.00
Chevy Malibu	11,916.54	11,916.54	11,916.54
Dodge Caravan '00	9,675.00	9,675.00	9,675.00
GMC Sierra	62,021.81	62,021.81	62,021.81
Misubishi Lancer 2009	15,874.96	15,874.96	15,874.96
Toyota Rav 4	22,000.00	22,000.00	22,000.00
Total Vehicles	\$ 211,456.33	186,257.54	151,942.87
Total Fixed Assets	\$ 66,189.60	40,990.81	16,360.66
TOTAL ASSETS	\$ 197,908.53	149,417.99	281,281.90

United Special Patrol
Balance Sheet at 12/31/18, 12/31/17, 12/31/16 - Modified Cash Basis
All Disclosures Required by Modified Cash Basis of Accounting Omitted

	Dec 31, 18	Dec 31, 17	Dec 31, 16
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Credit Cards			
Bank of America *5259	42,807.14	22,828.76	27,921.78
Bank of America *9849	946.88	0.00	354.68
Bank Overdraft	74,010.61	0.00	0.00
Capital One	183.96	0.00	303.53
Chase	524.00	0.00	71.77
PNC Credit Card	23,142.72	0.00	0.00
Total Credit Cards	\$ 141,615.31	22,828.76	28,651.76
Other Current Liabilities			
Payroll Liabilities			
	2,517.04	2,533.86	1,133.59
Total Other Current Liabilities	\$ 2,517.04	2,533.86	29,785.35
Total Current Liabilities	\$ 144,132.35	25,412.62	29,785.35
Long-Term Liabilities			
2018 Chevrolet Trax Loan	20,871.33	0.00	0.00
Note Payable - 2013 Equinox	3,655.91	8,308.69	13,112.38
Note Payable - GMC Sierra	11,875.66	21,505.66	21,124.81
PNC Line of Credit #5073	237,218.48	96,066.28	0.00
PNC Line of Credit #8000	0.00	0.00	75,459.09
Promissory Note George Ferguson	100,000.00	0.00	0.00
Southeast Loan 2017 RAV 4	19,774.95	24,510.77	0.00
Total Long-Term Liabilities	\$ 393,396.33	150,391.40	109,596.28
Total Liabilities	\$ 537,528.68	175,804.02	139,481.63
Equity			
Additional Paid In Capital	14,547.00	14,547.00	14,547.00
Capital Stock	100.00	100.00	100.00
Draws	-47,683.55	0.00	-21,946.97
Retained Earnings	-44,558.01	120,575.66	41,331.79
Net Income	-261,825.59	-161,608.69	107,770.45
Total Equity	-\$ 339,620.15	-26,386.03	141,800.27
TOTAL LIABILITIES AND EQUITY	\$ 197,908.53	149,417.99	281,281.90

United Special Patrol
Profit and Loss at end 12/31/18, 12/31/17, 12/31/16 -Modified Cash Basis
All Disclosures Required by Modified Cash Basis of Accounting Omitted

	Jan - Dec 18	Jan - Dec 17	Jan - Dec 16
Income			
Security Income	8,808,495.41	8,830,676.48	8,190,158.84
Total Income	\$ 8,808,495.41	8,830,676.48	8,190,158.84
Gross Profit	\$ 8,808,495.41	8,830,676.48	8,190,158.84
Expenses			
Accounting Fees	14,016.25	36,338.68	34,149.86
Advertising & Marketing	9,083.83	0.00	0.00
Advertising Costs	3,355.78	5,574.49	9,814.88
Auto Expense	519.70	0.00	0.00
Auto Reg & License	0.00	5.75	0.00
Auto Repairs & Maintenance	10,907.64	9,812.64	12,050.60
Gas	29,104.93	20,168.82	22,322.00
Hyundai Lease payment	0.00	0.00	988.50
Car/Truck Expense - Other	0.00	181.00	731.87
Total Auto Expense	\$ 40,532.27	30,168.21	36,092.97
Bad Debts	0.00	37,503.48	0.00
Bank Charges & Fees	1,054.10	0.00	0.00
Bank Service Charges	1,290.66	3,562.36	4,234.70
Business License and Fees	1,521.49	2,160.23	791.60
Cleaning/Janitorial Expense	190.36	283.40	93.23
Commissions Expense	65,079.41	40,909.76	18,743.62
Consulting Expense	100,700.00	96,730.89	95,495.45
Contractors	28.00	0.00	0.00
Depreciation Expense	0.00	12,194.00	10,586.00
Donations	1,895.00	1,429.00	2,555.00
Dues and Subscriptions	1,913.78	1,232.81	706.81
Education Expense	0.00	-155.00	0.00
Employee Benefits	0.00	2,315.00	50.00
Equipment Rental	35,879.52	45,173.88	48,098.99
Forged Checks	9,874.43	0.00	0.00
Gate Supplies	10,563.05	9,130.05	9,940.50
Gifts	34,170.80	24,786.82	16,115.91
Insurance			
Accident Insurance	0.00	-152.32	0.00
Auto Insurance	16,490.48	14,113.16	14,572.75
Health Insurance	64,928.24	48,766.82	37,098.21
Liability Insurance	85,197.52	72,413.10	53,331.35
Workers Compensation	180,402.94	130,956.72	153,262.32
Life Insurance	0.00	-81.40	0.00
Insurance - Other	0.00	13,459.96	5,320.12
Total Insurance	\$ 347,019.18	279,476.04	263,584.75

United Special Patrol
Profit and Loss at end 12/31/18, 12/31/17, 12/31/16 -Modified Cash Basis
All Disclosures Required by Modified Cash Basis of Accounting Omitted

	Jan - Dec 18	Jan - Dec 17	Jan - Dec 16
Interest Expense	16,752.25	20,553.24	7,220.63
Internet and Web Access	2,448.89	6,390.05	6,021.21
Legal & Professional Services	28,887.61	0.00	0.00
Marketing & Prom Expense	0.00	0.00	150.00
Meals & Entertainment	18,445.26	15,122.60	15,835.00
Moving & Storage	2,394.90	0.00	0.00
Office Expense	15,765.09	9,875.68	14,349.33
Labor Posters	0.00	94.40	67.25
Drug Testing	4,585.00	6,930.00	7,035.00
Total Office Expense	\$ 20,360.09	16,900.08	21,451.58
Office Supplies	7,261.15	10,576.43	10,573.84
Officers Salaries	220,745.02	216,670.00	217,080.00
Outside Services	270.00	0.00	980.70
Payroll Expenses	6,817,335.78	7,154,589.51	6,202,961.00
Payroll Processing Fees	26,212.92	0.00	0.00
Payroll Tax Expenses	605,418.72	290,246.73	519,589.63
Pest Control	1,211.80	949.11	1,064.10
Postage and Delivery	1,074.01	3,786.15	3,298.22
Printing and Reproduction	7,025.17	13,991.73	10,974.15
Professional Fees	3,349.00	690.00	5,200.00
Reimbursable Expenses	0.00	1,478.76	0.00
Rent	16,797.84	18,430.98	18,523.19
Repairs & Maintenance	10,308.85	11,949.02	14,321.63
Sales Tax Expense	533,053.62	518,936.35	420,982.35
Security Expense	4,550.28	8,244.86	1,779.23
Security Licenses	0.00	47.00	644.00
Software Expense	109.99	0.00	0.00
Subcontractors	0.00	0.00	1,914.00
Taxes & Licenses	415.14	0.00	0.00
Telephone & Fax	30,107.47	29,754.41	33,037.38
Travel	1,473.02	706.74	930.36
Travel & Entertainment	937.56	0.00	0.00
Uniform Business Report (UBR)	177.00	0.00	0.00
Uniform Expense	12,928.45	21,213.96	14,613.49
Utilities	1,862.30	1,890.96	1,938.43
Total Expenses	\$ 9,070,072.00	8,991,932.77	8,082,138.39
Net Operating Income	-\$ 261,576.59	-161,256.29	108,020.45
Other Expenses			
Penalties Expense	49.00	50.00	0.00
Tolls and Parking	200.00	302.40	250.00
Total Other Expenses	\$ 249.00	\$ 352.40	\$ 250.00
Net Other Income	-\$ 249.00	-\$ 352.40	-\$ 250.00

United Special Patrol
Profit and Loss at end 12/31/18, 12/31/17, 12/31/16 -Modified Cash Basis
All Disclosures Required by Modified Cash Basis of Accounting Omitted

	<u>Jan - Dec 18</u>	<u>Jan - Dec 17</u>	<u>Jan - Dec 16</u>
Net Income	<u>-\$ 261,825.59</u>	<u>-\$ 161,808.69</u>	<u>\$ 107,770.45</u>



I would like to thank you for the opportunity afforded United Special Patrol, Inc. to provide the enclosed information on our company and the various security services and products we provide.

Whether your goal is access control, loss prevention, shrinkage reduction or after hours security, it is imperative that the security service provider you choose be able to stand behind their guarantee of qualified, trained and reliable security officers, as well as being able to provide cutting edge electronics. For well over 40 years our founder and President, Iva Wummer, has done just that!

Headquartered in Royal Palm Beach, Florida, United K-9 has a proven track record of successfully serving private and public sector clients throughout the State of Florida.

United K-9 was the first firm to provide K-9 services in Palm Beach to police departments, and drug sniffing dogs to the sheriff's department as well as guards dogs to local businesses. This ability to have *vision* of the future of the security industry and to adapt to, and embrace our constantly evolving society, is a major contributor to our reputation for disruption-free start-ups and adaptable, reliable security service programs at compelling value – and our reputation for excellent client service.

We have consistently exhibited our commitment to the idea that security is a service business. We are there when our clients call. We respond to concerns immediately and effectively. Operationally and administratively, the local Point of Contact is always a phone call away. With a 24/7 dispatch center, a diligent and caring operations team and a thorough hiring process we understand that and provide an unsurpassed level of excellence.

Sincerely,

Iva .P Wummer, President
United Special Patrol, Inc.

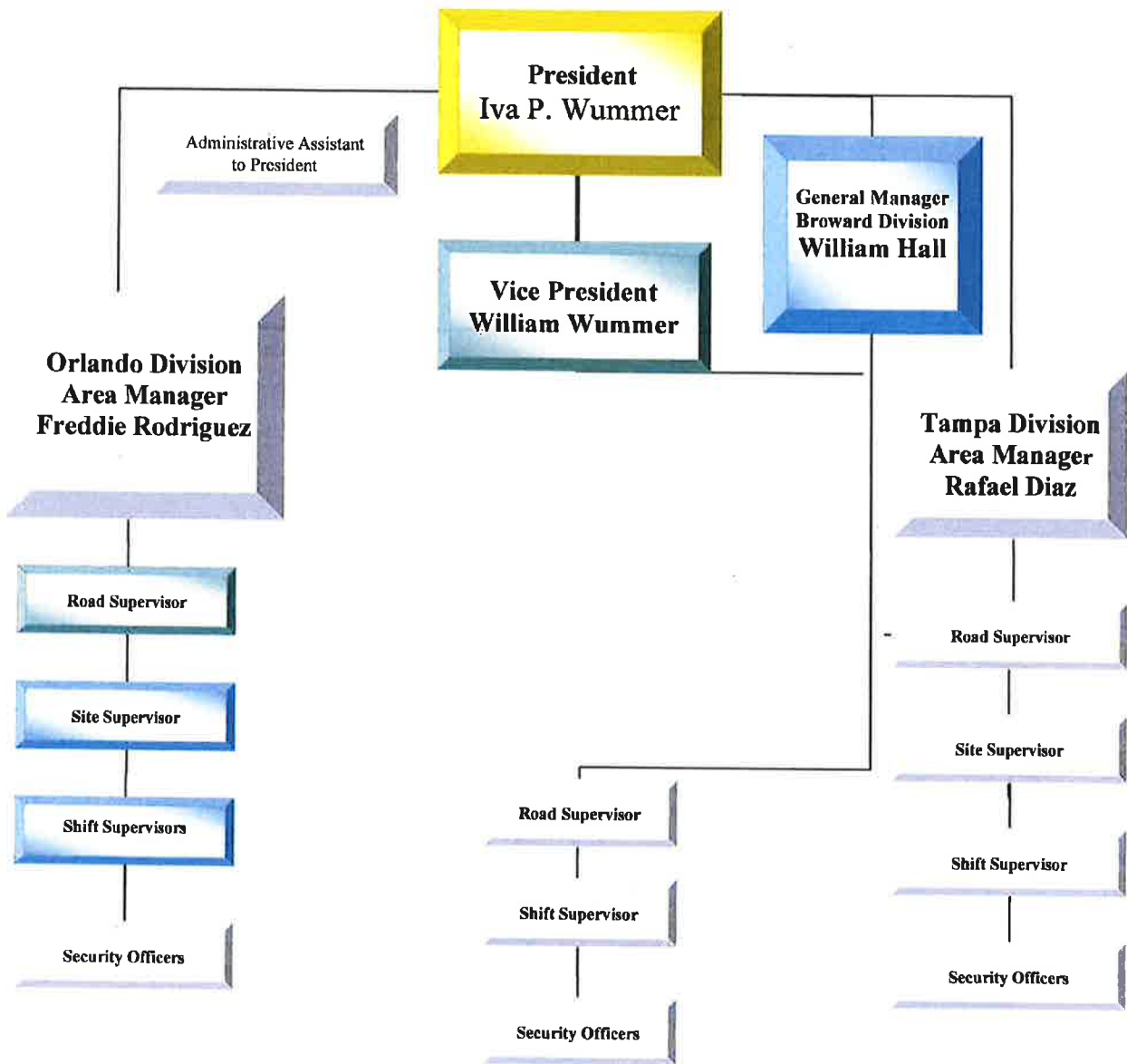
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Our Services

United Special Patrol can assist you in augmenting your physical security by providing you with the latest in electronic solutions. These integrations are an integral component to any security program.

Guest Verification Software

United Entry Software Suite is the proven solution for fast, secure guest verification used by Residential Communities. Our user friendly software uses the latest technologies yet is affordable and easily integrated into your community.

ProxiGuard Tour System

It works by installing a series of RFID Tags (each with its own unique global identification number) along patrol routes and having patrol personnel perform readings on the tags using a hand held reader. The recorded tag numbers along with each associated time stamps are later uploaded via communication adapters to computers for processing and verification. The results are displayed on the screen, printed or emailed so that managers can review at once job performance data of the patrolling personnel (attendance, locations patrolled, timeliness, incidents and etc).



OCR technology

OCR Technology Optical Character Recognition, OCR, is the process of converting data from scanned documents into computer-editable text that can be populated into other applications.

OCR Technology

EXPIRES 05-10-06



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Our Services

CCTV Systems

We specialize in customized installation of video surveillance security systems to enhance security operations for businesses as well as providing additional peace of mind for homeowners. We understand that a secure business is a more profitable business and we have solutions for every profile. Similarly, knowing your home is secure adds an element of comfort to your personal life that is invaluable. Quality of life is what we are about and through our business we make it happen.



What is GPS Fleet Tracking?

The Global Positioning System (GPS) network was developed in the 1970's by the US military and was declassified in 1982 for commercial use. It includes multiple satellites orbiting the earth at a distance of approximately 20,000 miles. The satellites provide detailed time and positioning information. GPS vehicle



tracking and fleet management systems use a GPS transmitter/receiver and a small antenna on each vehicle that links it to the GPS network which can then monitor each vehicle's activity 24 X 7 X 365. The vehicle data is then downloaded into the user's master database, providing a permanent history of the entire fleet operation.

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Fleet Management



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Fleet Management

- Brand New Vehicles
- You Choose from Various SUVs' or Cars
- You Choose the Color
- Replaced Every Two Years
- Fully Marked and Equipped



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Company Strengths

United Special Patrol, Inc. is an American owned and operated security service provider with well over 30 years of experience in the Florida market.

- **Family Owned and Operated**
- **Weekly Pay**
- **Employee Assistance Program**
- **Employee Recognition Program**
- **Longevity of Staff**
- **Longevity of Accounts**
- **Financially Stable**
- **Steady and Stable Yearly Growth**
- **Full Service Security Company**

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Company Strengths

- **Longevity of Management Staff**
- **Communication Between Managers**
- **Product knowledge**
- **Reputation**
- **Company Hiring Practice**
- **Personal Service**
- **Orientation**
- **Training**
- **Low Turnover Rate**



Company Strengths

- **Uniforms Provided at NO cost to officer**
- **Site Director in full uniform not civilian clothing**
- **All officers CPR trained**
- **No Smoking allowed on client premises**
- **All concerns addressed by owner not mid level managers or supervisors**
- **Work with Client to formulate site specific post orders and additional rules and regulations**
- **High morale amongst staff**
- **Service, Service, Service...**

Employee Training

The state of Florida like many other states has certain requirements that must be met prior to working as an unarmed security guard. In order to obtain the unarmed security guard license in this

State a specific class must be taken to qualify for the Class D License, which qualifies a person in the state of Florida to work as an unarmed security guard.

The training for an unarmed security guard includes learning to observe, writing detailed reports.

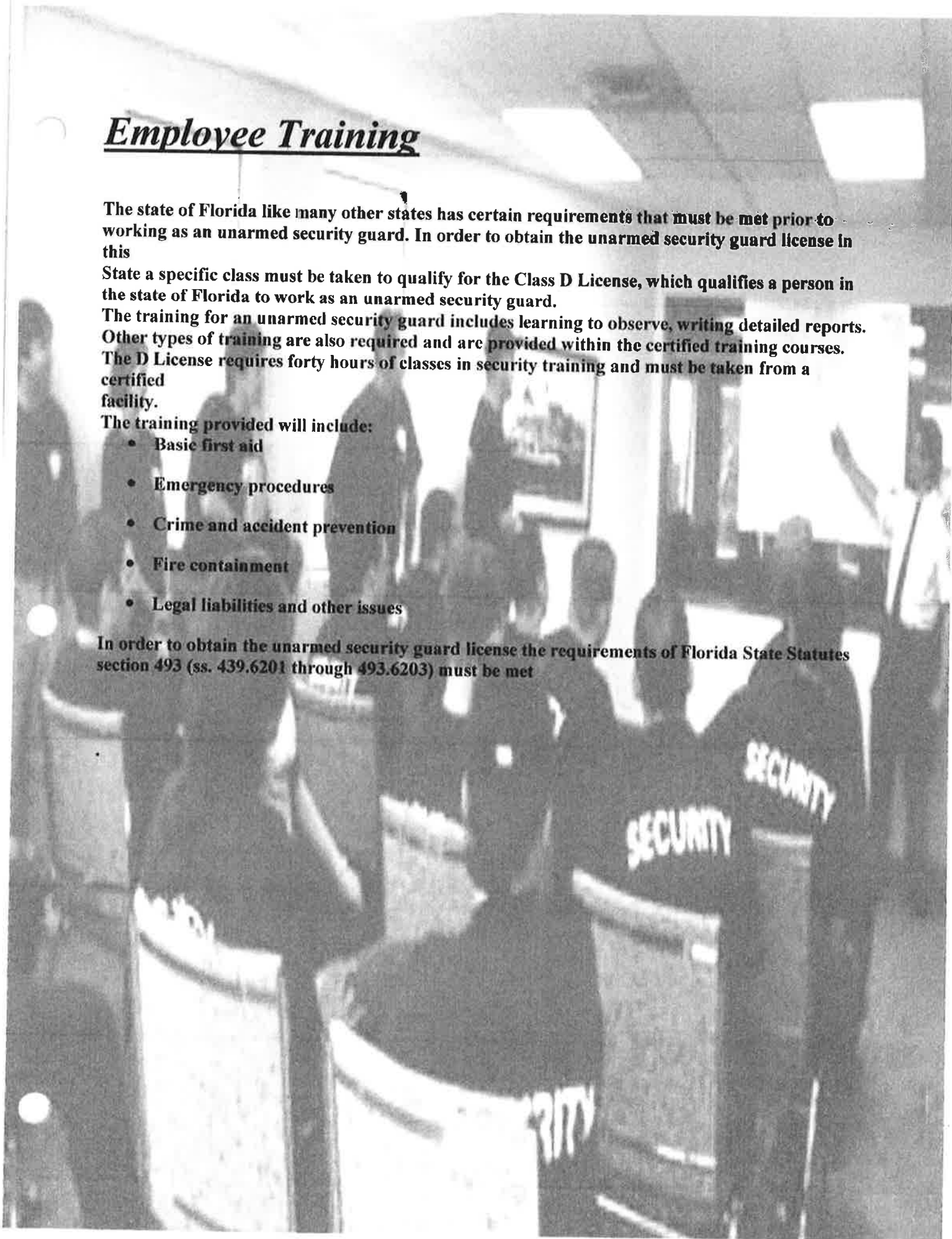
Other types of training are also required and are provided within the certified training courses.

The D License requires forty hours of classes in security training and must be taken from a certified facility.

The training provided will include:

- Basic first aid
- Emergency procedures
- Crime and accident prevention
- Fire containment
- Legal liabilities and other issues

In order to obtain the unarmed security guard license the requirements of Florida State Statutes section 493 (ss. 439.6201 through 493.6203) must be met





Employee Training

United Special Patrol training above and beyond State Of Florida mandates:

- **40 Hours of Marina Training**
- **16 Hours of Patrol Techniques**
- **Site Specific Written Test after 60 days**
- **Conflict Management**
- **Interpersonal skills**
- **Customer Service**
- **Crime Prevention**
- **Report Writing**
- **Observation Skills**
- **Safe Driving**
- **Supervisor Training**
- **Time Management and Organizational skills**

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Employee Benefits

- **Weekly Pay**
- **Employee Recognition Program**
- **Employee Financial Assistance Program**
- **Orientation**
- **Flexible Schedule**
- **Paid Training**
- **Paid Holidays**
- **Advancement Opportunities**
- **Only Promote from Within**
- **Major Medical (contract based)**
- **Dental (contract based)**
- **Vacation**

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Drug Testing

United Special Patrol, Inc. is a drug-free work place in accordance to the Drug-Free Workplace Act of 1988

Candidates are given 10 Panel drug tests to screen for the following drugs:

- Marijuana
- Cocaine
- Amphetamines
- Methamphetamines
- Methadone
- Opiates
- Barbiturates
- Benzodiazepines
- Tricyclic antidepressant
- Phencyclidine



According to the Division of Workplace Programs, the results of a 10-panel drug test are often determined by a laboratory. This type of test typically detects if the following drugs are found in the urine sample: cocaine, amphetamine, methamphetamine (Ecstasy, crystal meth), tetrahydrocannabinol (marijuana), methadone, opiates (heroin), phencyclidine (PCP), barbiturates, benzodiazepines (Xanax, Valium) and tricyclic antidepressant. In addition to the drugs, the 10-panel drug test can also measure characteristics of the urine sample, such as the pH level. Testing the characteristics of the sample can show if the urine has been altered to cheat the test.

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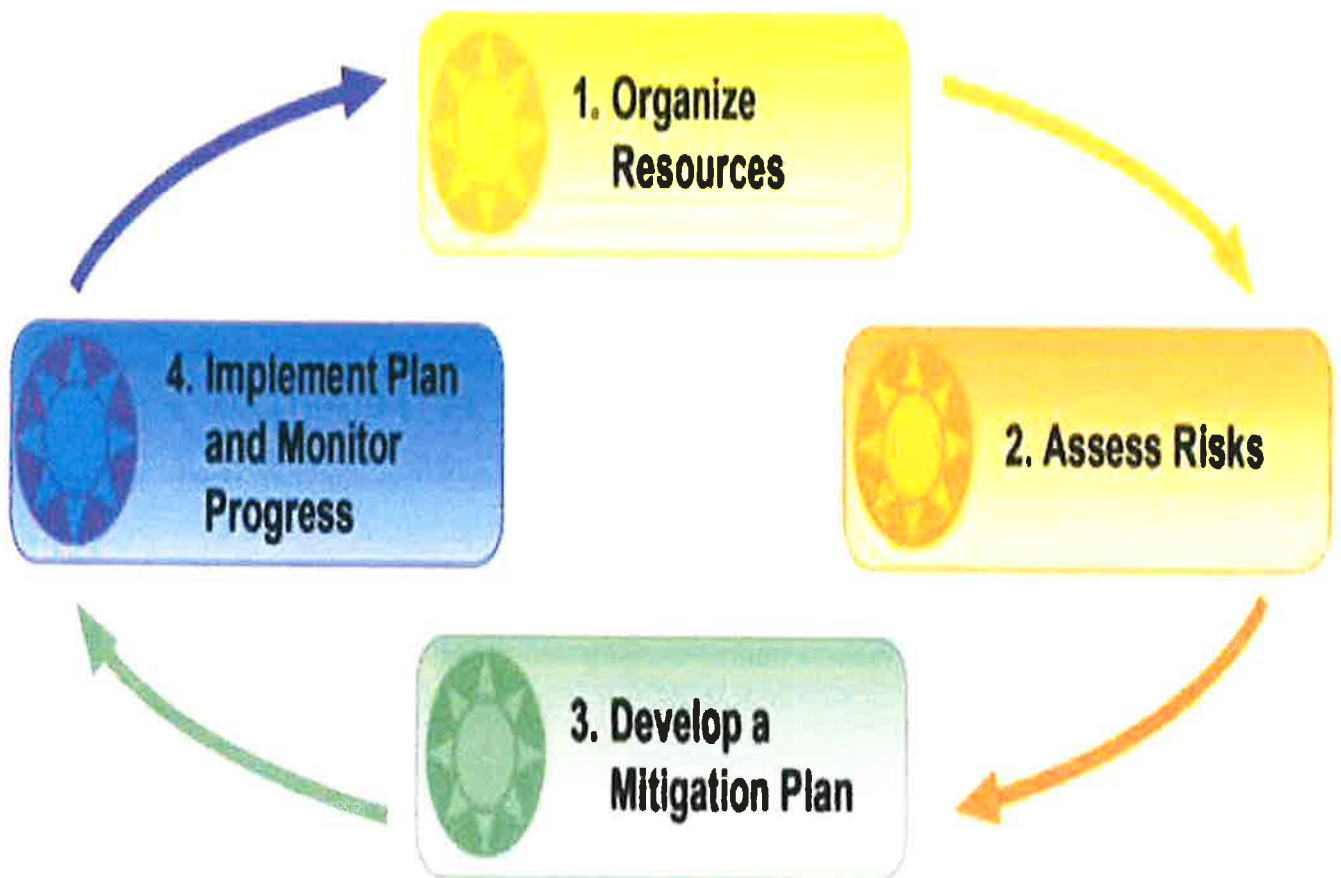
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Emergency Plans

Plan, Prepare & Mitigate



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Emergency Plans

- Step 1: From the start, communities should focus on the resources needed for a successful mitigation planning process. Essential steps include identifying and organizing interested members of the community as well as the technical expertise required during the planning process.
- Step 2: Next, communities need to identify the characteristics and potential consequences of hazards. It is important to understand how much of the community can be affected by specific hazards and what the impacts would be on important community assets.
- Step 3: Armed with an understanding of the risks posed by hazards, communities need to determine what their priorities should be and then look at possible ways to avoid or minimize the undesired effects. The result is a hazard mitigation plan and strategy for implementation.
- Step 4: Communities can bring the plan to life in a variety of ways, ranging from implementing specific mitigation projects to changes in day-to-day organizational operations. To ensure the success of an ongoing program, it is critical that the plan remains relevant. Thus, it is important to conduct periodic evaluations and make revisions as needed.

Source: Federal Emergency Management Agency

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Ability to Provide Service in the Aftermath of a Hurricane

Hurricanes are serious storms that can cause massive destruction and loss of life. Some hurricanes are stronger than others, but any hurricane is dangerous. To survive a hurricane safely, you must prepare and use common sense. After hurricane Wilma United Special Patrol, like many other companies, made an assessment of its preparedness to mitigate man-made and natural disasters. We wanted to make sure that we could provide service to our clients as quickly as possible after an event. We will happy to provide, for your review, our hurricane manual, policy and procedure upon execution of contract.

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For Informational Purposes Only
Marina Safety

Tens of thousands of waterfront communities around the world depend upon local marinas to serve as safe, family-friendly gateways to the boating experience. In 1928, the word "marina" was used for the first time in the U. S. by the National Association of Engine and Boat Manufactures to define a recreational boating facility. Ever since then, marinas have been an integral part not only of American recreation, but also of the worldwide boating community at large. And at the same time, marinas have an increased responsibility to maintain clean and safe facilities for the boating public

Florida's Waters

Florida has over 8,000 miles of coastline and 4,500 square miles of inland waterways, making it a paradise for boaters! From mega-yachts to wooden skiffs, having a boat is as normal as having a car for some Floridians.

Also known as "the ditch," the Intracoastal Waterway (ICW) is a natural but dredged channel that extends 500 miles down the east coast of Florida to the tip of the Keys. It's a very popular boating route that runs through rivers, creeks and dredged canals. It is maintained by the [Florida Inland Navigation District](#).

The 135-mile Okeechobee Waterway, which cuts through the state, is another popular boating route, especially during the summer. It runs along the St. Lucie Canal from Stuart, across Lake Okeechobee and then on to Sanibel Island via the Caloosahatchee River.

Florida Marine Patrol

The Florida Marine Patrol is now known as the [Fish and Wildlife Commission](#) (FWC). Their main phone number is: 850-488-4676

Regional Offices:

Northwest Region	- Regional Office - Panama City	- 850-265-3676
North Central Region	- Regional Office - Lake City	- 386-758-0525
Northeast Region	- Regional Office - Ocala	- 352-732-1225
Southwest Region	- Regional Office - Lakeland	- 863-648-3200
South Region	- Regional Office - West Palm Beach	- 561-625-5122

Telephone (561) 848-2600



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Marina Fire Prevention, Theft and General Safety Tips

Marine theft is on an increase, and is usually done by relatively unskilled, young amateurs who strike where they find an easy opportunity. We can defend ourselves against this type of crime by becoming security conscious and by practicing the following common sense crime prevention measures, keeping in mind three factors which discourage thieves everywhere:

Time | Noise | Visibility

In considering boat security, try to think like a criminal. What factors about your boat or moorage would make it an easy target for a thief? Store your vessel so that it is not easily accessed.

Remove Equipment & Tackle

The best way to keep thieves from stealing property from boats is to not leave valuables aboard. Most thefts occur because boat owners simply fail to remove items from boats, making them easy targets. Remove marine electronics, fishing tackle, and equipment from boats would eliminate the majority of thefts that occur in the marine environment. Or secure electronics with theft-resistant hardware such as security bolts or screws.



Equipment Identification

Boat owners and fishermen should mark all equipment, including rods, reels, and tackle boxes. Engrave the owner's social security number and the state's abbreviation in a concealed area (on reel seat of fishing rods and under the reel seat on fishing reels). These identification numbers will assist law enforcement officers in tracing stolen merchandise back to the owner.

Photograph It

Photograph or videotape the interior and exterior of your vessel showing all installed equipment and additional gear/equipment. Open drawers and lockers and photograph interiors and contents. Date and sign the photographs and add any clarifying or identifying messages. Store the photographs in a safe place, not in the boat.

Record It

Make a complete inventory of your equipment, boat, motors, and trailer and record the serial numbers. Remember that most marine electronics, fish locators, depth finders, GPS devices, VHF radios, stereo systems, battery chargers, and expensive reels also have serial numbers. When provided to law enforcement, these serial numbers can then be listed on the National Crime Information Center stolen list. In the event of any type of loss, this information will prove invaluable in making a prompt, accurate report for law enforcement and insurance personnel.

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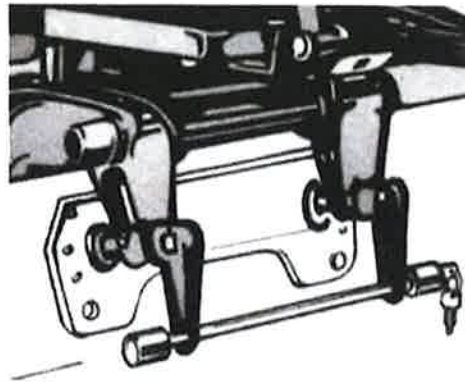
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Outboard Motor

Remove small outboard motors from boats that will be left unattended for an extended period of time. An alternative to removing these motors would be to add an outboard motor lock, which can make them somewhat more secure. While these devices can be pried off, the time and noise involved will make it more trouble than it is worth for many thieves.

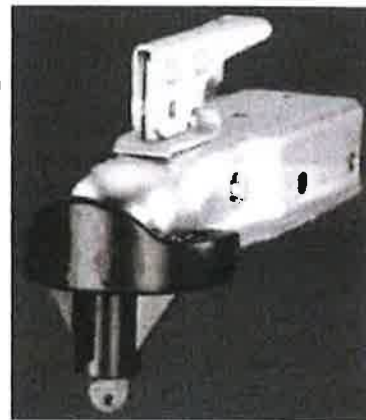


Personal Watercraft

Personal watercraft have become another popular target of boat thieves. They are relatively easy to transport or tow from a dock and are becoming the most popular boats for resale. Owners of these boats should use heavy vinyl-coated cable or log chains and shielded locks to secure them to a support post or other stationary fixture on the dock. Always remove the kill switch when left unattended.

Trailerable Boats

- Trailerable boats are the most frequent targets of marine theft. Stealing a boat is much easier if a thief can hitch up to your boat and trailer and drive away. These tips may help: If possible, store the boat and trailer in a locked garage, secured boat-storage facility or mini-storage stall.
If the boat is stored at home, put it in the back or side yard out of sight.
- Store it with the trailer tongue not easily accessible.
- If storing a boat in an open driveway, carport, or open side lot, park another vehicle or other large object in front of the trailer.
- An effective, preventive measure for outside storage is to remove one trailer wheel.
- Store the spare tire in an automobile, truck, or secure it to the trailer with a chain and lock.
- Secure the boat and trailer to a secure object with a good quality chain and lock.
- Purchase a good quality trailer hitch lock and use it – even if stored inside.



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Vessel Security

There may be some equipment that must be left on the vessel. Secure these items only in lockable storage areas. Keep in mind that many times the storage area locks installed by the boat manufacturer are not adequate to deter thieves. Boat dealerships and marinas offer special after-market security devices, such as Loc-R-Bar for bass boats, which can be used to better secure boat storage compartments. Remember: **out of sight – out of mind.**

Houseboats, cruisers, and boats with cuddy cabins are not generally constructed with security in mind. However, there are several things that can be done to reduce the risk of vessel theft in these types of boats.

Marine Hatch – Marine dealers carry special exterior hatch locks. When fastened with a quality padlock, one of these improves security. Hinges and hatches are another weak point. Depending on the type of boat, it may be possible to add or substitute hinges for improved security. Windows – For sliding windows, place a length of doweling in the track to prevent the window from being forced open. Locksmiths and hardware dealers also carry a variety of special, small locks and fasteners, which can be used to increase the security of other types of windows. There are many systems that can be installed on boats. Care should be taken to select one designed for marine use – one that is resistant to water, salt, and humidity and has a reset function.

Courtesy of Detective Scott Van Deusen,
North Palm Beach Department of Public Safety

MARINE SECURITY RECORD – DUPLICATE AND KEEP WITH RECORDS						
Registration or Document Number		Hull Identification Number (HIN)			Inventory - Equipment	
Year	Make	Model	Length	Item / Model	Serial Number	\$ Value
Hull Color(s)	Trim Color(s)	Estimated Values Boat Hull \$ Engine \$ Trailer \$ \$ Equip/Access				
Engine MFR.	Engine HP					
Serial Number						
Engine 1	Engine 2					
Trailer MFR.	Year	Axles	Color			
Trailer VIN	License #	State				
Legal Owner	Address					
Insurance Company	Policy Number					



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Marina Fire Prevention, Theft and General Safety Tips

- When choosing a marina, check around for fire protective measures such as stand pipes, fire extinguishers, cleanliness, clear dock passageways, security, good lighting, surveillance cameras, uniformed guards, coded entry gates, a neighborhood watch program, and other accident and theft prevention measures. If you get a bad feeling, take your boat and your business elsewhere.
- Wear PFD's while on the docks and working around your boat. ESPECIALLY make sure that children are wearing properly-fitted PFD's.
- Don't swim in marina waters. Boat maneuvering and movement is tough enough without having swimmers in the water, and there can also be dangerous stray currents in the water from improperly bonded electrical systems.
- Make sure you, your family members, and guests are wearing non-slip shoes anywhere on the marina premises, but especially around the docks and on your boat.
- Don't leave loose items lying around on the dock or in visible areas of your boat. They could get kicked into the water, stolen, or present a tripping hazard.
- Be proactive about regular maintenance of your vessel, especially electrical and fuel systems.
- Use bio-degradable cleaning products when you wash your boat.
- If you leave your boat for any reason, turn off any portable heaters you may have on board.
- Never leave engine parts or oily rags around dock areas, and ventilate thoroughly before performing any work on your boat.
- You and your family are the eyes and ears of your marina neighborhood. Don't be shy about telling marina staff about potential problems or hazards, such as weatherworn wiring or fixtures, spilled or leaking fuel, or lack of safety equipment like fire extinguishers, proper signage, and life rings.
- Gasolines generators on board can leak fuel, short out, overheat, and can represent a significant carbon monoxide risk if not properly used and maintained.
- Practice a safe egress from your boat and from the dock in the event of fire.

ELECTRICAL

- Use only UL marine approved cord sets and connectors. Don't use extension cords at the dock. Turn off all electrical loads before connecting cords.
- Don't hook up if you see burn marks or if your cord set won't firmly connect to the power pedestal.
- View cord sets as a preventive maintenance item that are routinely replaced.
- Install an easy-to-use battery disconnect if your boat is stored in a dry rack - - don't trust your battery selector switch.
- Cords connecting your boat and the power pedestal should be arranged so that there is slack to allow for boat movement, and placed so that cords can't be crushed or chafed.
- If you find a cord set strained or damaged in any way, replace it immediately.
- Things you bring from home to use on your boat are not always suitable for boat use. The movement of the boat, the marine environment, and the fact that some appliances are intended for unattended, extended use can make home appliances risky. Space heaters, microwave ovens, vacuum cleaners, home battery chargers, and even lava lamps have been the cause of boat fires. If you use them, make sure they are unplugged or shore power is shut off when you're not around.



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- Make sure the marina is supplying you with the proper voltage, particularly if everyone on your dock is drawing a heavy load. Low voltage can cause AC appliances like refrigerators and air conditioners to overheat. Use a voltage input meter on your AC panel.
- It's a good idea to have double pole breakers and a polarity meter in your AC panel. If the marina does have the polarity reversed, you'll know it and juice will be cut off in the event of any shorts you might have in any appliances. If you have older style single pole breakers, turning off the breaker won't stop the flow of electricity if the polarity is reversed.
- When connecting or disconnecting power at your boat, always make sure the power is first disconnected at the dock pedestal.

FUEL

- Fuel portable tanks on the dock, not on or in the boat.
- Don't try to clean up gasoline spills by yourself - - inform the marina staff if you cause or see a spill.
- Before fueling, close all compartments, hatches, and covers. After fueling, open everything up and ventilate thoroughly. Use your nose to see if you can detect any fumes. Then run your blower for at least five minutes.
- When fueling, keep the nozzle of the pump in contact with the fill pipe.

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**REQUEST FOR PROPOSALS FOR
SECURITY SERVICE CONTRACT (UNARMED)
FOR THE LAKE PARK HARBOR MARINA**

REQUEST FOR PROPOSALS (RFP) NO. 108-2019

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida (hereinafter referred to as the "TOWN") is accepting sealed Proposals from qualified firms to provide unarmed security services to the Lake Park Harbor Marina ("Marina"). The Marina is a public facility owned by the Town of Lake Park which provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 112 slips and the availability of two public boat ramps with trailer parking. This Request for Proposals ("RFP") is for the provision of all management, supervision, labor, materials, vehicles and equipment necessary to provide full building and site security services (unarmed) as described further herein for the Marina.

Submitting Proposals

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

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

PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS "PROPOSAL FOR THE PROVISION OF UNARMED SECURITY SERVICES TO THE LAKE PARK HARBOR MARINA, RFP NO. 108-2019."

Sealed Proposals must be received on or before 10:00 a.m. Eastern Time on August 13, 2019 at which time all Proposals will be publicly opened and read in the Commission Chamber of the Lake Park Town Hall. Proposals received after this time shall be returned unopened. Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submittal.

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

A mandatory pre-Proposal conference will be held from 2:00 p.m. to 3:00 p.m. Eastern Time on July 30, 2019, in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403

Proposal Documents

Request for Proposal documents are available beginning July 22, 2019. Offerors desiring copies of the RFP document for use in preparing a Proposal may obtain a set of such documents by contacting the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m. Eastern Time, Monday–Friday or at townclerk@lakeparkflorida.gov.

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

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

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

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

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

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

Award of the Proposal will be made at a meeting of the Town Commission.

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

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

Published on: July 21, 2019, Palm Beach Post

OFFEROR'S CERTIFICATION

I certify that this Proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 60 inclusive of this Request for Proposals as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:

TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

PHONE NO:

() _____

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Request for Proposal (RFP): A written or electronically posted solicitation for competitive sealed Proposals.

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

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

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

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

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

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

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

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

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

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

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

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

Town: The Town of Lake Park.

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

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

SECTION 2. COMPETITIVE SEALED PROPOSAL PROCESS

2.1 Proposal Submission:

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

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

2.2 Proposal Acceptance and Evaluation:

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

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

2.3 Proposal Opening:

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

2.4 Public Record:

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

2.5 Cancellng or Postponing Request for Proposals:

The town manager or finance director may, prior to a Proposal opening, elect to cancel a request for Proposals or postpone the date and/or time of submission or opening. In such situations, an addendum will be issued.

2.6 Withdrawal of Proposals:

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

2.7 Corrections to Proposals:

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

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

2.8 Requests for Information:

Any request for clarification or additional information deemed necessary by any Offeror to present a proper Proposal shall be submitted **no later than 10:00 a.m. Eastern Time on August 13, 2019**, in writing to the Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, Florida 33403, or emailed to the Town Clerk at townclerk@lakeparkflorida.gov. Any such request must be received in time to allow sufficient time to prepare and disseminate a written response. All valid requests will receive a written response in the form of an addendum addressed to all prospective Offerors.

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

2.9 Insurance Requirements:

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

- (1) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.

- (2) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

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

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

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

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

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

2.10 Standards:

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

- A. Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the offerors submitted Proposal documents.
- B. A satisfactory record of performance on similar projects as set forth by the offerors submitted Proposal documents and as verified by the town.
- C. A record of integrity that is satisfactory to the town.
- D. Documented that it is legally established to conduct business and to contract with the town.

No Proposal will be accepted from, nor will any contract be awarded to any Offeror who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Town, or who is deemed irresponsible or unreliable by the Town.

As part of the Proposal evaluation process, the Town may conduct a background investigation including a record check by the Palm Beach County Sheriff's Office. Offeror's submission of a Proposal constitutes acknowledgment of this process and consent to such investigation. The Town shall be the sole judge in determining Offeror's qualifications.

2.11 Tie Offerors:

If two or more offerors are tied, the tie may be broken and the successful offeror selected by the following criteria presented in order of importance and consideration:

- (1) Quality of the items or services proposed if such quality is ascertainable.
- (2) Delivery time if provided in the Proposals by the offerors.
- (3) If it is impossible with any reasonableness to determine if any of the above criteria have been met, or if application of the above criteria do not resolve the issue, the award will be given to that offeror whose Proposal was received earliest in time by the town as indicated by the time clock stamp impressed upon the Proposal envelope of each offeror.

2.12 Award:

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

2.13 Specifications:

The apparent silence of the specifications as to any detail, or the apparent omission from the specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

For the purpose of evaluation, the OFFEROR must indicate any variance or exceptions to the stated specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the OFFEROR meets all of the specifications in every respect.

Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The OFFEROR may offer any brand which meets or exceeds the specifications for any item(s). If Proposals are based on equivalent products, indicate on the Proposal form the manufacturer's name and catalog number. OFFEROR shall submit with his/her Proposal complete and descriptive literature and/or specifications. The OFFEROR should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the TOWN. If OFFEROR fails to name a substitute, it will be assumed that OFFEROR is responding to and will be required to furnish services or commodities identical to Proposal standards.

2.14 Evaluation Criteria:

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

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

- (1) **Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered (40 points);**
- (2) **A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN (20 points);**
- (3) **A record of integrity that is satisfactory to the TOWN (20 points);**
- (4) **Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN (10 points); and**
- (5) **A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP (10 points).**

The Offeror shall supply the above information or documentation to the TOWN as part of the Proposal documents it submits to the TOWN pursuant to the TOWN's request for Proposals. **If an offeror fails to supply such information the TOWN shall consider the Proposal documents submitted to be not responsive to the Request for Proposals and find the offeror nonresponsive.**

2.15 Cone of Silence:

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

2.16 Protested Solicitations and Awards:

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

Notice:

- A. A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the finance director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.
- B. The formal written protest must then be filed at the office of the finance director no later than 5:00 p.m. Eastern Time, within five (5) business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:
 - (1) Identification of the name, address and contact information of the protestant and the solicitation involved;
 - (2) A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;
 - (3) Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved; and
 - (4) A clear statement, in writing, of the specific nature of the relief requested by protestant.
 - (5) Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

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

- C. The formal written protest is considered filed with the town when it is received by the finance director and is not timely filed unless it is received by the finance director within the times specified above. Failure to file a written notice of bid protest and subsequent

formal written protest within the time period specified shall result in relinquishment of all rights of protest by the offeror and abrogation of any further bid protest proceedings.

- D. These protest procedures shall be the sole remedy for challenging an award of bid or Proposal. Offerors are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

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

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

- A. At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.
- B. In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.
- C. The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
- D. A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.
- E. If it is deemed that the solicitation or award is in violation of law or the procedures outlined herein, the solicitation or award shall be cancelled or revised.
- F. If it is determined that the solicitation or award should be upheld, the finance director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

Stay of procurement during protests. In the event of a timely protest, the finance director shall not proceed further with the solicitation or with the pending award of the contract until the finance director, with the advice of the town attorney and after consultation with the department director

of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

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

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

2.17 Suspension and Debarment:

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

- (1) Offeror defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, Proposal or contract with the town;
- (2) Offeror commits any fraud or misrepresentation or provides false information in connection with a bid, quotation Proposal or contract with the town;
- (3) Offeror is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (4) Offeror is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the offeror found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the offeror to town;
- (5) Offeror becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
- (6) Offeror violates the ethical standards set forth in local, state, or federal law;
- (7) Offeror fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or
- (8) Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

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

- (1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, Proposal or contract with the town twice in any three-year period.
- (2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the offeror's commercial enterprise stated

in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the town.

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

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

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

2.18 Proposal Amounts:

Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

All applicable discounts shall be included in the Proposal price for materials and services and will be considered as determining factors in recommending an award in case of tie Proposals. Discounts extended to the TOWN shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

Chain discounts are not acceptable and will not be considered in determining an award. OFFERORS may propose only one (1) discount for each item on the Proposal form. Firm discounts and prices are to be quoted for the term of the Contract.

OFFEROR warrants by virtue of submitting its Proposal that prices, terms and conditions in the Proposal will be firm for acceptance for a period of ninety (90) calendar days from the date of the Proposal opening unless otherwise stated by the TOWN.

The Proposal price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the TOWN OF LAKE PARK.

2.19 Occupational Health and Safety:

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- The chemical name and the common name of the toxic substance.
- The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects

of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.

- The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.20 Required Submittals:

The Offeror must include the following in its Proposal submittal:

- (1) The Proposal form is included with the Proposal documents and must be used by the OFFEROR. Failure to do so may cause the Proposal to be rejected. The forms must be submitted in good order and all blanks must be completed.
- (2) The Proposal must be signed by a representative of the OFFEROR duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Proposal.
- (3) Proposals by corporations must be submitted in the full legal name of the OFFEROR and executed in the corporate name by the president or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- (4) Proposals by partnerships must be executed in the partnership name of the OFFEROR and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- (5) Copies of OFFEROR's State of Florida Licenses and Certificate of Incorporation, or if a foreign corporation a copy of documentation showing registration as a foreign corporation authorized to do business in the State of Florida must be included in the Proposal document.
- (6) A current Certificate of Status issued by the State of Florida showing that the OFFEROR is a legal for-profit business entity (e.g., corporation, partnership, limited liability company, etc.) duly registered to do business in the State of Florida at the time of submittal of the Proposal must be included.
- (7) A Statement of Qualifications, to include copies of current resume of all business principals as well as management and supervisory staff of the OFFEROR, copies of all current professional and business licenses, current certifications of insurance coverage,

three (3) letters of professional references, and a list and description of similar projects that were satisfactorily completed by OFFEROR within the past five (5) years (for each project list the name and telephone of a representative for whom the project was undertaken and who can verify OFFEROR's performance). OFFEROR shall also provide any other information deemed pertinent by the OFFEROR relating to its particular qualifications to perform the proposed services or work. OFFEROR shall also show its capability to meet the time and budget requirements of the TOWN taking into consideration and including the current and projected workload of the OFFEROR.

- (8) Organizational charts, to include a staffing plan which identifies key personnel to be assigned to the work or project, including the length of tenure of such personnel with the OFFEROR must be included in the Proposal document.
- (9) No Proposal shall be accepted from, nor will any contract be awarded to, any person or entity who is in arrears to the TOWN upon any debt or contract or who is a defaulter as a surety or otherwise upon any obligation to the TOWN.
- (10) A statement regarding recent, current and anticipated future workload of the OFFEROR, including an assessment of the effect of same upon the provision of the service or the completion of the project work must be included.
- (11) The physical address of OFFEROR's principal business office and any and all satellite offices must be included.

2.21 Required Documentation:

The Offeror must include the following documentation in its Proposal submittal:

- (a) OFFEROR's Certification
 - Certificate(s) of Insurance
- (b) Proposal Form
 - Signed
 - Certified corporate resolution or other duly executed document evidencing authority to sign on behalf of the OFFEROR.
- (c) References
- (d) Drug Free Workplace Certification
- (e) Anti-kickback Affidavit
- (f) Non-Collusive Affidavit
- (g) Certification of Non-Segregated Facilities, if required by the Special Conditions
- (h) Sworn Statement on Public Entity Crimes
- (i) Experience Form(s)
- (j) Proof of Financial Stability:
 - A completed and notarized Non-Bankruptcy Affidavit, and
 - Copies of the firm's three most recent financial statements which must include, at a minimum: (a) a balance sheet, (b) an income statement, (c) a statement of cash flow, and (d) a cover letter from the compiling accounting firm.
- (k) Civil Litigation Form
- (l) Criminal Litigation Form
- (m) Proposal security, if required by the Special Conditions

2.22 Contractual Agreement:

This RFP document shall be included as an attachment to and shall be incorporated into the final contract. The order of contract precedence shall be the contract (purchase order), the RFP document and Offeror's response. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the contract will be interpreted according to the laws of the State of Florida.

2.23 Cooperative Purchasing Agreement:

OFFEROR agrees that its acceptance of the terms and conditions of this RFP also constitutes an RFP to all state agencies and political subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as specified in this RFP, should vendor deem it in the best interest of its business to do so.

2.24 Familiarity with Laws:

OFFEROR is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the contract. The failure to be familiar with applicable laws shall in no way relieve the contractor from responsibility.

2.25 Performance:

Successful OFFEROR shall be responsible for advising TOWN staff of any delay in scheduled service.

The TOWN reserves the right to utilize outside services when necessary from other sources should the successful OFFEROR be unable to supply services on a timely basis.

OFFEROR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

2.26 Licenses and Permits and Certifications:

It shall be the responsibility of the OFFEROR to obtain, at no additional cost to the TOWN, any and all licenses and permits required to complete this contractual service. OFFEROR must hold all applicable licenses issued by the State of Florida, Palm Beach County, and the Town of Lake Park. A Business Tax Receipt or Business Registration Receipt, obtained from the Town of Lake Park, shall be required of the following:

- (a) Any person maintaining a permanent business location or branch office within the Town of Lake Park; or,
- (b) Any company doing work within the municipal boundaries of the Town of Lake Park. Applications and fee schedules may be obtained from the Town of Lake Park, Community Development Department, 535 Park Avenue, Lake Park, Florida 33403. Assistance and additional

information can be obtained by calling the Community Development Department at 561-881-3318.

A copy of these licenses and registration shall be submitted with the Proposal and must be in the legal name of the OFFEROR shown on the Proposal submittal.

2.27 Subcontracting/Subcontractor List:

OFFEROR shall submit a list of the names of any and all subcontractors and major material suppliers proposed for any portions of the work. The names, addresses, telephone, fax numbers (with area code) and e-mail addresses must be listed on the "Schedule of Subcontractor/Material Supplier Participation" included in this RFP document. The TOWN reserves the right to accept or reject any or all Proposals wherein a subcontractor is named and to make the award to the OFFEROR who, in the opinion of the TOWN, will be in the best interest of and/or most advantageous to the TOWN.

Prior to award of contract, the TOWN will notify the OFFEROR in writing if there is an objection to any person or entity listed. Upon such reasonable objection, the OFFEROR shall propose an acceptable substitute person or entity without an increase in the Proposal price. If the OFFEROR declines to make any substitution, the contract may not be awarded to such OFFEROR. This shall not constitute grounds for the OFFEROR to sacrifice a Proposal security.

No OFFEROR shall be required to employ any subcontractor or major material supplier against whom it has reasonable objection.

2.28 Non-appropriations:

The obligations of the TOWN to make an award pursuant to this RFP and sign an agreement under the terms of this RFP are contingent upon funds lawfully being appropriated for this purpose. Should funds not be appropriated for this purpose, the TOWN, at its sole discretion, shall have the right to reject all Proposals.

2.29 Trade, Brand Names:

The TOWN may require specific brand/manufacture items on a "NO SUBSTITUTE" basis because operational conditions of the TOWN have found these items, by usage and experience to be the most durable, suitable, and acceptable.

2.30 Federal and State Tax:

The TOWN is exempt from federal and state taxes for tangible personal property. Vendors or contractors doing business with the TOWN shall not be authorized to use the TOWN's tax exemption number in securing such materials.

2.31 Payment:

All invoices must be submitted to the TOWN on a monthly basis and must make reference to the purchase order number authorizing the service. All services are subject to inspection prior to payment by the TOWN. Services that do not meet the specifications set out in the Scope of Work will be rejected. A properly completed invoice must be submitted containing at a minimum:

- (a) Purchase order number and/or contract number.
- (b) OFFEROR or contractor's name.
- (c) OFFEROR or contractor's Federal Employer Identification Number (FEIN).
- (d) Itemization of services invoiced at the prices stipulated at the time the order was placed.
- (e) Copies of all Daily Activity Reports submitted during the billing period.
- (f) Any discounts or deductions, as applicable.

After submission of a properly completed invoice, payment will be made only after acceptance of all services invoiced. For large contracts requiring periodic services and involving sizable amounts of money, separate invoices may be submitted for each contracted service if arrangements are made at the time of initial contract or purchase order.

All properly completed and addressed invoices will be paid generally within thirty (30) days from receipt of invoice for services accepted and received. No interest penalty, other than required by law, shall be applicable unless accepted in writing prior to purchase by the TOWN.

The OFFEROR or contractor's Proposal shall serve as a schedule of values fixing a "UNIT PRICE" to various portions of the work. Payment, based on the schedule of values, shall be withheld for any portion of the work, which has been scheduled but not completed and accepted.

2.32 Acceptance:

Delivery of service to the TOWN does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the service meets the contract specifications and conditions. Should the delivered service differ in any respect from the specifications, payment will be withheld until such time as the contractor takes necessary corrective action.

2.33 Transfer Prohibited:

The successful OFFEROR shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such contract to any person, company or corporation without obtaining prior written authorization from the TOWN.

2.34 Change Orders:

All change orders, additions to, or deletions from the specifications shall only be by written order. The contractor shall not change, alter, or delete in any manner, from the specifications without obtaining prior written authorization from the TOWN.

2.35 Cancellation:

The TOWN may terminate this contract for default if the contractor has been found to have failed to provide the service in a "manner satisfactory". Failure to provide the service in a "manner satisfactory" includes, but is not limited to: failure by the contractor to supply exact services specified within the required service periods; providing sub-standard services; and/or the inability to maintain its prices for the term of the contract. The TOWN may further terminate this contract if the contractor fails to comply with any other provisions of the contract. In such cases, the contract shall be terminated in the following manner: The contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected by a date certain to be determined by the TOWN, the contractor shall be found in default and the contract shall be subject to immediate termination. Termination shall be effected by serving a notice of termination on the contractor by certified mail, return receipt requested to the principal office of the contractor, setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for service provided and accepted in accordance with the specifications, terms and conditions set forth in the contract. The liability of the contractor for any and all such violation(s) shall not be affected by any such termination and the contractor's surety, if any, shall be forfeited.

The TOWN may terminate this contract when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

2.36 Contract Time:

The contract term shall be for one (1) year from date of award, unless extended by the TOWN in writing.

Any contract may be renewed for only two (2) additional terms of one (1) year. Contract renewal shall only be exercised upon mutual written agreement between the TOWN and the contractor with all original terms, conditions and prices adhered to with no deviations.

2.37 Litigation:

The contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the contract shall be exclusively in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

2.38 Special Conditions and Specifications:

Any and all special conditions and specifications attached hereto, which vary from these general conditions, shall have precedence.

2.39 Selection Process:

Proposals received by submittal deadline will be opened in the presence of a representative of the TOWN Clerk's Office and then reviewed by the originating TOWN department requesting the services which are the subject of this RFP to determine if each OFFEROR has submitted the required information and met all mandatory requirements. Those Proposals found to be non-responsive shall be rejected from further consideration.

2.40 Preparation Expense:

Neither the TOWN nor its representatives shall be liable for any expenses incurred in connection with the preparation or submittal of any Proposal.

2.41 Price:

All Proposals must be submitted on the attached "Proposal Submittal" pages. Please note price per each area as specified. Prices shall remain firm for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold the price firm through the entire contract term shall be grounds for contract termination.

2.42 Indemnification:

The parties agree that one (1) percent of the total compensation paid to the contractor for the performance of this agreement shall represent the specific consideration for the contractor's indemnification of the TOWN as set forth in this section and in the Terms and Conditions.

To the fullest extent permitted by laws and regulations, contractor shall indemnify and hold harmless the TOWN and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful or negligent act or omission of contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the TOWN or any of its consultants, agents or employees by any employee of contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for contractor or any such subcontractor or other person or organization under the Worker's Compensation Act, American's with Disability Act or other employee benefit acts. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all

of the contract documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

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SPECIFICATIONS FOR Security Service Contract (Unarmed)

GENERAL

The TOWN will appoint a representative to determine if the services are being performed in accordance with the contract requirements. The TOWN's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or if a fine/penalty is to be imposed.

During the contract period, the contractor will abide by the following procedures:

- (a) Contractor shall appoint a representative to serve as liaison between contractor and the TOWN's representative.
- (b) Contractor shall present to the TOWN's representative, one (1) week prior to beginning of a work week the names of personnel assigned to do the work for approval.
- (c) The TOWN's representative shall be notified, in advance, by the contractor each time there is to be a personnel change.
- (d) Contractor shall patrol while utilizing a "Security Guard Tour Monitoring Tracking System" provided by the Contractor, and shall provide the mapping logs on a daily basis along with the Daily Activity Report,
- (e) Contractor shall provide the Marina Dockmaster via email or other electronic means with a legible Daily Activity Report and incident reports after completion of each shift. All logs and incident reports shall be written or typed in standard business English and shall be completely legible, and must include documentation that all rounds were completed as required pursuant to Section 2(b) of these Specifications.
- (f) Contractor shall provide all supervision, labor, tools, vehicles, and equipment to complete all services

1. Overview:

The Lake Park Harbor Marina (hereinafter referred to as "Marina") is a public facility owned by the Town of Lake Park. The Marina provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 112 slips and the availability of two public boat ramps with trailer parking.

2. Contractor Requirements:

The Contractor shall provide all management, supervision, labor, materials, vehicles and equipment, including a golf cart, necessary to provide full building and site security services as described herein for the Marina, including, but not limited to, the following tasks and duties:

a. Licensure

Contractor and all agents and employees must be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing as required by Florida Statute Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

b. Security

- Contractor shall provide one (1) on-site, uniformed security guard at the Marina during the hours herein noted. The Marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April through October). During the winter months (November through March) security services hours of operation shall be from 8:00 PM to 6:00 AM. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the contract.
- The on-site security guard is required to make and electronically document (using a "Security Guard Tour Monitoring Tracking System" or other similar equipment) one (1) "round" per hour during the 10:00 PM to 6:00 AM shifts and during the 8:00 PM to 6:00 AM shifts. The mapping log on these "rounds" along with the Daily Activity Reports must be provided to the Marina Dockmaster for each shift.
- Contractor shall follow the Marina security procedures including clocking in and out, opening and closing, the route to be followed, etc.

c. Safety/Training

- The contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR, automated external defibrillator (AED) operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated enforcement personnel arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina Dockmaster by the contractor and reviewed on a case by case basis by the TOWN.
- The contractor will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.), and shall provide supervisory training to all supervisors.

d. Emergencies

- All calls of an emergency nature must be reported to the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) by calling 911.
- Contractor shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Dockmaster to report

unusual situations such as trespassing, vandalism, vessel and building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, alarms, etc.

e. Uniforms/Equipment

The Contractor shall provide the following items for security service:

- Complete uniforms for personnel that present a professional image. The uniforms shall be of consistent color, appearance and in good condition. The uniform will be only worn when the security officer is on official duty or in transit between residence and the job site.
- Communication between security officers and Marina management is required. Cell phones shall be provided to security officers by the contractor at no expense to the TOWN.
- Use of TOWN property (including telephones) shall be used for official business in the performance of the contract only. TOWN property shall not be used in any manner for personal advantage, business gain, or other personal endeavor by the contractor or the contractor's agents and employees. The contractor shall take all reasonable precautions to protect TOWN property.

f. Required Security Guard Qualifications

Personnel shall be able to perform the duties of a security guard and professionally mature to perform security guard duties as prescribed. The following requirements are not all inclusive but are to be used as a minimum guideline for the quality and experience level of the guard required for this contract.

- A minimum of two (2) years of employment as a security guard.
- Ability to deal effectively with all segments of the public; relate to people well and remain professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experience and professional maturity to enable him or her to make accurate observations;
- Ability to recognize dangerous or potentially dangerous situations and to take effective action
- Ability to respond calmly and appropriately in an emergency situation and determine a proper course of action;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to communicate orally and in writing using standard business English;
- Ability to work outside in all weather conditions;
- Ability to maintain accurate records;
- Ability to work without close supervision and to make independent, logical, professionally mature decisions;
- Documentation that the security guard has passed a criminal background investigation. The Town of Lake Park reserves the right to review the

history(s) of each security officer assigned to ensure that the background investigation has been conducted satisfactorily;

- Certification in first aid, CPR and the use of the automated external defibrillator (AED)

g. Pre-Commencement Meeting

A mandatory pre-commencement meeting shall be held prior to the start of the contract. The Contractor shall offer the plan for providing optimum security coverage for Marina and related grounds. The scope of responsibility and authority of the guard shall be reviewed. The Contractor shall immediately notify the TOWN of any deviation from the agreed upon security plan.

h. Enforcement

- All security services performed and equipment provided shall be subject to review and inspection by the TOWN. The TOWN reserves the right to inspect ongoing security during any 24-hour period.
- The TOWN shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.
- The TOWN has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the Contractor for corrective action.

i. Compliance Failure/Penalty System

- Fines will be assessed for the following violations and infractions of duty. TOWN staff will notify contractor in writing of any violations. The amount of such fines assessed shall be deducted from the next subsequent invoice. Security personnel violations and fines per occurrence are as follows:

a. Sleeping on duty.....	up to \$200.00
b. Failing to follow post orders.	up to \$200.00
c. Abandoning post.....	up to \$300.00
d. Failing to complete incident report...	up to \$100.00
e. Improper/soiled uniform.....	up to \$100.00
f. Late for duty.....	up to \$200.00
g. Failure to show-up for duty.....	up to \$300.00

For each repeat violation of the same offense within the contract term, the fine for the violation shall be increased to \$500.00.

j. Post-Award review

- Prior to performance commencing under the contract, the Marina Dockmaster and the contractor shall make an on-site in-depth review of the contract requirements to include, but not limited to the following:

- a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies at the marina.
- b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
- c. Requirements for contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
- d. Patrol requirements and procedures.

The balance of this page intentionally left blank.

PROPOSAL FORM

Billing Rate to Town (\$/hour)

Marina Guard

\$ _____ x 8 -- Per eight (8) hour shift (estimated number of days is 214)

\$ _____ x 10 -- Per ten (10) hour shift (estimate number of days is 151)

\$ _____ Estimated Annual Billing

Special Event Guard(s)

\$ _____ Hourly Rate

These rates will apply to all days of the year.

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____
(both with area codes)

E-mail Address of Signatory: _____

Company Website: _____

DUNS Number: _____

Social Security Number (OR) Federal Identification Number (FEIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ FAX: _____ (both with area codes)

E-mail Address of Signatory: _____

Company Website: _____

DUNS Number: _____

Federal Identification Number (FEIN): _____

State Under Which Corporation Was Chartered: _____
(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida) _____.

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: _____

Address: _____

Telephone : () _____

Email Address: _____

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: _____

Address: _____

Telephone : () _____

Email Address: _____

The balance of this page intentionally left blank.

REFERENCES

As specified in the Standard Terms and Conditions of this RFP Document, OFFERORS must present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this RFP document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
2.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
3.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
4.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:

DRUG FREE WORKPLACE

OFFERORS must present documentation that they have a Drug Free Workplace Program in place, and shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee shall abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

OFFEROR's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the OFFEROR that has submitted a Proposal to perform work for the following project:

RFP #: _____ RFP Name: _____

(2) I, the undersigned, hereby depose and state that no portion of the sum Proposal in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 201__ by _____, who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

My Commission #: _____

Expires on: _____

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

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

(1) He/she is _____ of _____, the OFFEROR that has submitted a Proposal to perform work for the following:

RFP #: _____ RFP Name: _____

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

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

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the OFFEROR or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 201____ by _____, who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

My Commission #: _____

Expires on: _____

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm of _____, being first duly sworn, deposes and states that;

- 1. The subsequent certification statement is a true and accurate statement as of the date shown below.
- 2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the Town of Lake Park, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in RFP # _____.
- 3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

CERTIFICATION OF NON-SEGREGATED FACILITIES

The OFFEROR certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The OFFEROR certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The OFFEROR agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his Proposal. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The OFFEROR agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

Signature

Name and Title

Date

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to TOWN OF LAKE PARK
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

2. Whose address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement:

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes, means:
- i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls

another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e) **Florida Statutes**, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.
7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

**STATE OF FLORIDA
PALM BEACH COUNTY**

The foregoing instrument was acknowledged before me this _____ day of _____ 201__, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name _____

Notary Public – State of Florida

My Commission #: _____

Expires on: _____

The balance of this page intentionally left blank.

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: _____

Address:

City

State

Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1.		()	()
2.		()	()
3.		()	()

DATE OF CONTRACT

Contract start date ____/____/____

Contract expiration date ____/____/____

(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? _____

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? _____

For how long has the contract time been extended _____

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount _____

Final Contract Amount _____

Financial Stability

OFFEROR must demonstrate that it is a sustainable organization with the financial capability to service the TOWN for the term of the Agreement. To do this the OFFEROR will provide the following:

- 1) A completed and notarized Non-Bankruptcy Affidavit, and
- 2) Copies of the firm's three most recent financial statements which must include, at minimum: (a) a balance sheet, (b) an income statement, (c) a statement of each flow, and (d) a cover letter from the compiling accounting firm.

Litigation and Criminal Convictions

The OFFEROR must provide a summary of all civil litigation the company has been directly or indirectly involved in for the previous ten (10) years to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers' Compensation claims and/or employment related issues need not be reported.

The OFFEROR must also provide a summary of all criminal convictions and current indictments of the company and/or its officers for the previous ten (10) years to the present. The Pre-Qualification Committee may disqualify an OFFEROR with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, OFFERORs must submit completed Forms C1 and C2 and should provide any supporting documentation the OFFEROR believes is appropriate to clarify and support the information provided on Forms C1 and C2.

The balance of this page intentionally left blank.

Civil Litigation

Please provide a summary of any and all civil litigation your firm has been involved for the previous ten (10) years to the present. Include any and all litigation with government entities, customers, and suppliers. Copy this page and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Criminal Litigation

Please provide a summary of any and all criminal litigation your firm has been involved with for the previous ten (10) years to the present. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

ACKNOWLEDGMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

Offeror Name

Signature

Name and Title (Print or Type)

Date

Below is the standard Contract format for this RFP. This is a sample Contract only and is subject to revisions. PLEASE DO NOT COMPLETE.
SAMPLE CONTRACT DOCUMENT

**TOWN OF LAKE PARK
AND

THIS CONTRACT, made this _____ day of _____, 2019, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and *** hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; 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, the TOWN has previously determined that there is a need for the provision of security services at the Lake Park Harbor Marina; and

WHEREAS, the TOWN has solicited and received proposals on May 13, 2019, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a proposal in response to the TOWN's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR's proposal to be acceptable and the parties wish to enter into this Contract; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

1.1 **CONTRACTOR** shall furnish all labor and equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with

the Contract Documents.

1.2 CONTRACTOR must have a current Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County prior to commencing any work under the Contract. The CONTRACTOR must also be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing prior to commencing work under the Contract and must provide the TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Proposal for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the Contract. The CONTRACTOR warrants to the TOWN the CONTRACTOR'S Proposal was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a Proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

2. **CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY**

2.1 Unless extended or terminated, the period of performance of this Contract shall commence upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment.

2.3 THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.

3. **CONSIDERATION**

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are set forth by the OFFEROR in the Proposal form.

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 10 of this Contract.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this Contract

by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this Contract.

4. **CONTRACT DOCUMENTS**

The Contract Documents listed below are attached hereto and are a part of this Contract, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- a) This Contract and all amendments and addendums thereto.
- b) CONTRACTOR'S Proposal in response to RFP #***;
- c) Contractor's Certificates of Insurance; and
- d) RFP # ***.

5. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance of the Contract shall maintain a trained and competent superintendent ("Project Supervisor") to act as the CONTRACTOR's agent and to supervise patrols. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN. The superintendent must speak and understand standard business English. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands standard business English, during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the TOWN before commencing any work.

6. **SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES**

In addition to the Project Supervisor, provided for in Paragraph 5 above, the CONTRACTOR shall provide an emergency contact person, who speaks and understands standard business English, and who is available on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the TOWN for distribution to the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue.

7. **PERFORMANCE OF WORK BY THE CONTRACTOR**

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100 percent of the total amount of the work to be performed under the Contract.

8. INSURANCE REQUIREMENTS

8.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million (\$1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
- c. BUSINESS AUTO LIABILITY with minimum limits of one million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

8.2 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

8.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

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

8.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the

required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

8.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

8.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9. INDEMNIFICATION

9.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR'S performance hereof, or any work performed hereunder.

9.2 The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

9.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the Contract.

9.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

9.5 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

10. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of any and all subcontractors proposed for the work with the Proposal documents for TOWN acceptance at the pre-commencement meeting. The CONTRACTOR shall not substitute any subcontractor without obtaining the prior written authorization by the TOWN. Nothing contained in the Contract shall create any contractual or employment relationship between any subcontractor and the TOWN.

11. PERMITS AND LICENSES

11.1 The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

11.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the TOWN without delay.

11.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

12. WARRANTIES OF CONTRACTOR

12.1 Warranty of Compliance with Laws: The CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.2 Warranty of Solvency: The CONTRACTOR warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

12.3 Warranty against Breach: The CONTRACTOR warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

12.4 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the TOWN, and the successors and assigns of the TOWN.

13. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. TAX EXEMPTION

14.1 The TOWN is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes and Federal Excise Tax to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN.

14.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

15. RECORDS

15.1 The CONTRACTOR shall maintain records and the TOWN shall have inspection and audit rights as follows:

- a. Maintenance of records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting Proposal for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.
- b. Examination of records: the TOWN or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.
- c. Cost and pricing data: the CONTRACTOR, by executing this Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

16. PUBLIC ACCESS

16.1 The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

17. FORCE MAJEURE

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. GRATUITIES

18.1 The CONTRACTOR hereby warrants that it has not, during the solicitation process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

19. GOVERNING LAW AND VENUE

19.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

20. CONTRACT AMENDMENTS

20.1 This Contract may be amended only with the prior written approval of the parties.

21. NO WAIVER

21.1 Changes made by the TOWN will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the TOWN and in accordance with the Contract Documents.

22. NO ASSIGNMENT

22.1 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without obtaining the prior written authorization by the TOWN.

23. ATTORNEY'S FEES

23.1 If either party utilizes legal action, including appeals at all levels, to enforce this

Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

24. COMPLIANCE WITH LAWS

24.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

25. INDEPENDENT CONTRACTOR STATUS

25.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. INTEGRATION

26.1 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

27. TERMINATION FOR CAUSE AND DEFAULT

27.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the TOWN within fifteen (15) calendar days of such notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the Contract, in which case, the CONTRACTOR shall be liable for all procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

27.2 The TOWN shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this Contract, even if it has been determined that the TOWN is in default.

28. TERMINATION FOR CONVENIENCE OF TOWN

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the

notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

28.2 In the event that the TOWN terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the TOWN will make payment for completed work based on the following:

28.2.1 Payment shall be based upon a reasonable percentage of the unit price for completed work and as determined by the TOWN.

These payments shall constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for work not started. The TOWN will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

28.3 The termination of the Contract or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the Contract or their respective obligations for and concerning any just claims arising out of the work performed.

29. NON-EXCLUSIVITY

29.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

30. FUNDING

30.1 In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

31. RIGHT TO AUDIT

31.1 The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

32. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

32.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

32.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

32.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training (including apprenticeship), promotion, demotion, discipline or dismissal of employees.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the Contract, or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

33. SAFETY

33.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

34. NOTICE

34.1 All notices to the TOWN shall be sent to the following address:

Attention: Lake Park Harbor Marina Dockmaster
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

All invoices to the TOWN shall be sent to the following address:

Attention: Accounts Payable
Finance Department
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

35. SEVERABILITY

35.1 Should any part, term or provision of this Contract be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk, MMC

By: _____
Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas A. Baird, Town Attorney

CONTRACTOR

By: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____ 201__.

(Notary Seal)

Notary Public

My Commission Expires: _____

EXHIBIT A
THIS PAGE WILL BE UPDATED AND FINALIZED FOLLOWING
FINAL REVIEW OF PROPOSAL CRITERIA

TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
REQUEST FOR PROPOSALS NO. 108-2019
FOR SECURITY SERVICE CONTRACT (UNARMED)
FOR THE LAKE PARK HARBOR MARINA

Name of Offeror: _____

Address: _____

City/State/Zip Code: _____

Criteria	Points Awarded
<p>(1) Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual obligations. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered</p> <p>(40 points maximum)</p>	
<p>(2) A satisfactory record of performance on similar projects as set forth by the OFFEROR's submitted Proposal documents and as verified by the TOWN</p> <p>(20 points maximum);</p>	

<p>(3) A record of integrity that is satisfactory to the TOWN</p> <p>(20 points maximum)</p>	
<p>(4) Verifiable documentation that the OFFEROR is legally established to conduct business and to contract with the TOWN</p> <p>(10 points maximum)</p>	
<p>(5) A Proposal that conforms to the requirements of this RFP concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the RFP</p> <p>(10 points maximum)</p>	
<p>Total Points Awarded</p>	

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2019

Agenda Item No. *Tab 8*

Agenda Title: Adding additional temporary parking within the properties previously occupied by the community garden.

- SPECIAL PRESENTATION/REPORTS
 - BOARD APPOINTMENT
 - ORDINANCE ON 1st READING
 - NEW BUSINESS**
 - OTHER: _____
- CONSENT AGENDA
 - OLD BUSINESS

Approved by Town Manager

[Signature]

Date:

11/1/19

Nadia Di Tommaso / Community Development Director

Name/Title

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ 1,200 Funding Source: Streets and Roads Acct. # _____ <input type="checkbox"/> Finance <i>[Signature]</i>	Attachments: <p style="text-align: center;">None</p>
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>ND</i> Please initial one.

Summary Explanation/Background:

As the Town Commission is aware, the Town's Public Works Department has installed 30 temporary parking spaces within the area previously occupied by the community garden. Given the increase in activity in the downtown area, particularly the 7th block on the south side of Park Avenue, and the fact that Dedicated IT has opened their temporary office location within this block area as well, certain tenants such as Brick & Barrel are experiencing a significant parking issue that is negatively affecting their business. This is most common on evenings when special performances are being held, Thursday, Friday or Saturday for the most part. In an effort to alleviate this strain, Staff discussed increasing the temporary parking availability and the Public Works Department has already initiated moving forward in adding an additional 40 temporary spaces. The Town is also working on attaining necessary grant funds to build a permanent parking structure so that our

construction timeline hopefully aligns with the completion of the 754 Park Avenue construction since their final Certificate of Occupancy for all their uses is contingent on having the additional parking available as well. In the interim, we are seeking approval from the Commission to add 40 additional temporary spaces at a cost of \$1,200. The work will be completed by the Town's Public Works Department, Streets and Roads Division.



Recommended Motion: I move to **APPROVE** the additional temporary parking spaces.

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2019

Agenda Item No. Tab 9

Agenda Title: Discussion of Social Media Platforms to disseminate information to residents

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

Approved by Town Manager  Date: 10/21/19

 John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments:
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are be notified of meeting date and time. The following box must be filled out to be on the agenda.	Yes I have notified everyone OR Not applicable in this case <u>JOD</u> Please initial one.

Summary Explanation/Background: The Town at one time had several media platforms from Facebook, Twitter, and the Town Website, for different departments. Different platforms for different departments prompted the Town Manager to develop a uniformed administrative communication policy whereby all social media platforms required consolidation into a single platform for each media platform. A single voice for each message ensures an accurate and timely distribution of information.

Staff recognized the difficulty navigating the current Town website. Funding was approved to develop a new intuitive based website. The administrative policy goal is to have a single

platform for each social media outlet. For example, the Library had a website just for the Library.

The Town recently created an Agency account with NextDoor. Under this arrangement, all posts and information are saved on the Manager's desktop and retrievable upon request. Therefore, all town information is available on the Town of Lake Park Agency page. As with all social media platforms, the Town will only provide information, and all employees of the Town will not actively engage residents regardless of the platform. The Town Attorney expressed concerns that NextDoor is not a platform controlled by the Town and, therefore, the information provided by the Town on this particular platform could be subject to a records request. Depending upon the topic discussed on NextDoor, such information can become a topic for discussion at a Commission meeting. Information requested can be subject to public disclosure by the State of Florida for elected and appointed officials. Unless we control the platform, such information may not be accessible resulting in a violation of the public records request laws of the State of Florida. If one member of the Commission discusses information on a public platform, public may construe that as deliberations by a member of the Commission on a subject matter that may come before the Commission. Since the platform is accessible, anyone can view those comments.

Residents viewing a public meeting have the right to know how an elected body reached a decision including the full scope of discussion and deliberation on the subject matter. However, when topics are discussed in a public form outside of the public meeting, the town runs the risk of violating the open meeting laws of the State of Florida.

Recommended Motion: No motion is necessary.