

AGENDA

Community Redevelopment Agency Meeting
 Wednesday, July 3, 2013, 6:30 pm
 Lake Park Town Hall
 535 Park Avenue

James DuBois	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Erin Flaherty	—	Board Member
Christiane Francois	—	Board Member
Michael O'Rourke	—	Board Member
Kathleen Rapoza	—	Board Member
Vacant	—	Board Member
.....		
Dale S. Sugerman, Ph.D.	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, CMC	—	Agency Clerk

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

A. CALL TO ORDER/ ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATION/REPORT

1. Artist of Palm Beach County Status Report by Joe Friedman 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 Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. GENERAL BUSINESS:

2. Approval of CRA Board Meeting Minutes of May 15, 2013 Tab 2

F. NEW BUSINESS:

3. Holiday Decorations – 10th Street, Park Avenue, and Town Green for Fiscal Year Budget 2013/2014 Tab 3

4. One Year Renewal of Agreement with Chris Wayne and Associates for Landscape Maintenance Services Within the CRA Tab 4

G. EXECUTIVE DIRECTOR REPORT:

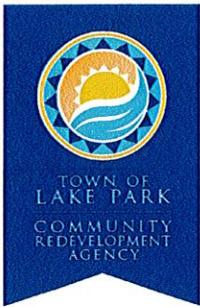
H. BOARD MEMBER COMMENTS

I. ADJOURNMENT

Next Scheduled CRA Board Meeting will be held on Wednesday, October 2, 2013

**SPECIAL
PRESENTATION/
REPORT**

TAB 1



CRA
Agenda Request Form

Meeting Date: July 3, 2013

Agenda Item No. *Tab 1*

Agenda Title: Artists of Palm Beach County Status Report by Joe Friedman

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

Approved by Executive Director: *[Signature]* Date: *6/17/13*

Dale S. Sugerman, Ph.D./Executive Director
Name/Title

Originating Department: Executive Director	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	Attachments: None
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Summary Explanation/Background:

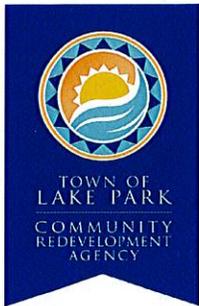
Joe Friedman, President of the Artists of Palm Beach County will be giving an annual status report and update on the activities associated with the Artists of Palm Beach County.

Recommended Motion:

None needed as this is just an update report.

GENERAL BUSINESS

TAB 2



CRA
Agenda Request Form

Meeting Date: July 3, 2013

Agenda Item No. *Tab 2*

Agenda Title: CRA Meeting Minutes of May 15, 2013

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

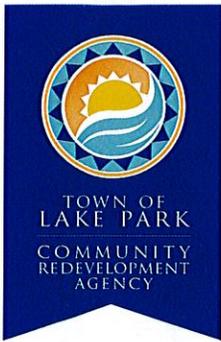
Approved by Executive Director: *[Signature]* Date: *6/11/13*

Vivian Mendez, CMC - Agency Clerk
Name/Title

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	Attachments: Agenda Minutes Exhibit "A"
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Summary Explanation/Background:

Recommended Motion: To adopt the Special Call CRA Board Meeting Minutes of May 15, 2013.



AGENDA

Special Call Community Redevelopment Agency Meeting
Wednesday, May 15, 2013, 6:30 pm
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Erin Flaherty	—	Board Member
Christiane Francois	—	Board Member
Michael O'Rourke	—	Board Member
Kathleen Rapoza	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
Dale S. Sugerman, Ph.D.	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, CMC	—	Agency Clerk

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

A. CALL TO ORDER/ ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATION/REPORT

D. PUBLIC COMMENT

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

E. GENERAL BUSINESS:

1. Approval of CRA Board Meeting Minutes of April 3, 2013 Tab 1

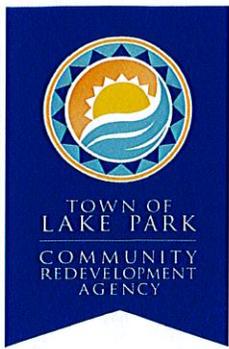
F. NEW BUSINESS:

2. Review of Contract with ET Security, Inc. Tab 2

G. EXECUTIVE DIRECTOR REPORT:

H. BOARD MEMBER COMMENTS

I. ADJOURNMENT



Minutes
Town of Lake Park, Florida
Special Call Community Redevelopment Agency
Board Meeting
Wednesday, May 15, 2013, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met for a Special Call meeting on Wednesday, May 15, 2013 at 6:30 p.m. Present were Chair James DuBois, Vice-Chair Kimberly Glas-Castro, Board Members, Erin Flaherty, Christiane Francois, Michael O'Rourke, Kathleen Rapoza; Executive Director Dale S. Sugerman, and Agency Clerk Vivian Mendez.

Agency Clerk Mendez performed the roll call and Chair DuBois led the Pledge of Allegiance.

SPECIAL PRESENTATION/REPORT

None

PUBLIC COMMENT:

Giuseppe Cianflone, 850 Park Ave – expressed his desire to have a dog parade down Park Avenue similar to the way it is done during Mardi Grag in Louisiana.

GENERAL BUSINESS:

1. **Approval of CRA Board Meeting Minutes of April 3, 2013.**

Motion: A motion was made by Board Member Francois to approve the CRA Board meeting minutes of April 3, 2013; Board Member O'Rourke made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Flaherty	X		
Board Member Francois	X		
Board Member O'Rourke	X		
Board Member Rapoza	X		
Vice-Chair Glas-Castro	X		
Chair DuBois	X		

Motion 6-0.

NEW BUSINESS:

2. **Review ET Security Contract.**

Public Comment:

Jerry Rapoza stated that he was available to answer any questions the Board may have regarding ET Security contract.

Executive Director Sugerman explained the item (see exhibit "A"). A survey was also conducted with two (2) questions of the business and residents in the CRA. The results of the survey are included in exhibit "A".

Board Member Francois asked if those emailed in the survey were local residents or business owners.

Executive Director Sugerman explained that he is not sure, but they are people that are somehow associated to the CRA.

Motion: A motion was made by Board Member O'Rourke to terminate the contract with ET Security for convenience of the CRA and asked staff to provide ET Security with proper notice of the CRA's intension to terminate that contract; Board Member Francois made the second.

Chair DuBois explained that the original intent of the contract was to provide a more safe and secure Park Ave and CRA in general for its customers. He stated that recently there has been a spike in activity in that area and disengaging from the contract will not mean that the problems will be solved.

Vice-Chair Glas-Castro encouraged the Commissioners to recruit for volunteers to help the Citizens on Patrol (COP) aside from advertising it in the Town's newsletter.

Board Member Rapoza stated that the COP's are always looking for volunteers and encouraged the Community Watch volunteers to be more involved.

Board Member Flaherty asked if the security company could provide more in-depth reports of what they are viewing when they are patrolling.

Executive Director Sugerman explained that the contract does not call for in-depth reports. He explained that shortly after the last meeting he had a conversation with the owner and requested copies of all incident reports. He stated that the company had only three (3) incidents and they were willing to provide the incident reports. He stated that he also requested the wand report which indicates when a driver had reached a certain point in his route, but he did not feel that it would be of any value to the Board.

Board Member Rapoza asked for consensus to receive reporting on the shifts and schedules worked by the security company.

Executive Director Sugerman explained that if the Board terminates the contract then there would be no need to request such a report. He re-irritated the intent of the former Board members when it first went out for bid and the company has fulfilled the obligations to the contract. He stated that it had not been his recommendation to enter into this contract from the beginning because it offered no value to the CRA. He

reminded everyone that the Palm Beach County Sheriff's Office (PBSO) still patrols the CRA boundaries.

Board Member O'Rourke stated that the CRA is not getting its money's worth with this contract.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Flaherty	X		
Board Member Francois	X		
Board Member O'Rourke	X		
Board Member Rapoza	X		
Vice-Chair Glas-Castro	X		
Chair DuBois	X		

Motion 6-0.

EXECUTIVE DIRECTOR REPORT:

None

COMMENTS BY BOARD MEMBERS

Board Member Francois asked for an update on 801 Park Avenue (One Park Place).

Executive Director Sugerman explained that the property is still under the control of Iberia Bank and they are aggressively marketing the property. He stated that in recent weeks Iberia Bank has been partnering with the Town to aggressively market the property and staff has met with at least two (2) prospective buyers for that property.

Chair DuBois stated that he spoke to some who is interested in purchasing the property and asked if that person's information could be forwarded to Iberia Bank.

Executive Director Sugerman stated that he could forward that information on to Iberia Bank.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Rapoza and seconded by Board Member Francois, and by unanimous vote, the meeting adjourned at 6:55 p.m.

Chair, James DuBois

Agency Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

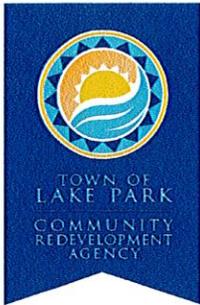


Exhibit "A"

CRA
Agenda Request Form

Meeting Date: May 15, 2015

Agenda Item No. *Tab 2*

Agenda Title: Review of Contract with ET Security, Inc.

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

Approved by Executive Director: *DSS* Date: *5/2/13*

Dale S. Sugerman, Ph.D./Executive Director
Name/Title

Originating Department: Executive Director	Costs: \$ 0.00	Attachments: - Contract with ET Security, Inc. - Survey Results
	Funding Source:	
	Acct. # N/A	
	<input type="checkbox"/> Finance _____	

Summary Explanation/Background:

At the May 1st Commission meeting, the Town Commission called for a special meeting of the CRA Board of Directors for the purpose of reviewing the CRA patrol services contract with ET Security, Inc. A copy of that contract is attached.

Recommended Motion:

If it is the desire of the CRA Board to terminate the contract with ET Security, Inc. for the convenience of the CRA, the language which describes how that is done can be found in Section 28 of the attached contract.

LAKE PARK CRA
AND
E.T. Security, Inc.

THIS CONTRACT, made this 19 day of December, 2012, by and between the Lake Park CRA hereinafter designated as the "CRA", and E.T. Security, Inc., a California Corporation, Florida License No. B 2100111, FEID Number 95-4702250, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the CRA is an independent government agency within the Town of Lake Park, a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the CRA has previously determined that it is need for the provision of security officer patrol services within the CRA district; and

WHEREAS, the CRA has solicited and received bids on October 31, 2012, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a Bid in response to the CRA's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the CRA has found the CONTRACTOR's Bid to be acceptable and the parties wish to enter into this Contract; and

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

NOW, THEREFORE, the CRA 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 The Contract 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 shall obtain a Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County (not required by Town under this contract) prior to commencing any work under the Contract. The CONTRACTOR must 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 CRA with a current copy of such license.

1.3 The CONTRACTOR warrants to the CRA that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Bid 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 CRA the CONTRACTOR'S Bid was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a bid or 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 December 15, 2012 and shall continue thru September 30, 2013 unless cancelled.

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 CRA or 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 agreed to by the parties in writing shall be a maximum of \$21,961.00 .

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 CRA, 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 CRA 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 CRA may make any such adjustment within the term of this Contract.

4. **CONTRACT DOCUMENTS**

The Contract Documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, 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 Document and all amendments and Addendum No. 1.
- b) CONTRACTOR'S Bid 01-12 Rebid;
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents

5. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance of the Contract shall maintain a competent superintendent ("Project Manager or Project Supervisor") to act as the CONTRACTOR's agent. 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 CRA and to execute the orders or directions of the CRA. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands 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 Manager, provided for in Paragraph 5 herein, the CONTRACTOR shall provide an emergency contact person, who speaks and understands English fluently, 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 local law enforcement agencies.

7. **PERFORMANCE OF WORK BY THE CONTRACTOR**

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100% 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.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1,000,000.00, Per Occurrence, for Personal Injury Liability, Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement and a \$2,000,000.00 aggregate limit.
- c. **BUSINESS AUTO LIABILITY** with minimum limits of \$1,000,000.00 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. Golf cart should be added.

8.2 The CRA and TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. 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 CRA, and approved by the CRA prior to the commencement of any work activities. The CRA 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 CRA or 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 CRA is named as an additional named insured shall not apply to CRA.

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 CRA and 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 CRA and 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 CRA and 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 CRA and 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 CRA and TOWN harmless against all claims involving alleged negligence by the CRA or 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 CRA and 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 The CRA and 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 the CRA's or 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 CRA and 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 the subcontractors proposed for the work for TOWN acceptance at the pre-construction conference. The CONTRACTOR shall not substitute any subcontractor without the prior written consent of the CRA or TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the CRA or TOWN.

11. PERMITS AND LICENSES

11.1 The CONTRACTOR shall, without additional expense to the CRA or 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 CRA or 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 CRA or 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 CRA and 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 CRA and 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 CRA and 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 CRA, and the successors and assigns of the CRA.

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, the CRA 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 CRA and TOWN are 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 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 CRA and 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 documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Contract.
- b. Examination of records: the CRA or 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 CRA 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 CRA 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 he has not, during the bidding process or, during the term of this Contract, offered to pay any officer, employee or agent of the CRA or 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 CRA or 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 CRA 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 CRA 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 the prior written consent of 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 CRA and TOWN undertake 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 CRA or TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA 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 CRA in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized CRA 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 CRA 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 CRA within fifteen (15) days of the 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 CRA, the CRA and 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 CRA or 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 CRA

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the CRA may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the CRA determines that such termination is in the best interest of the CRA. Where the Contract is terminated for the convenience of the CRA, the notice of termination must state that the Contract is being terminated for the convenience of the CRA 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 CRA terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the CRA 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 competed work and as determined by the CRA.

These payments will 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 CRA or 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 CRA and 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 CRA 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 CRA or TOWN.

31. RIGHT TO AUDIT

31.1 The CRA and TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the CRA and

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

LAKE PARK CRA

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

By: [Signature]
James DuBois, Chair
19 day of December, 2012

FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Thomas A. Baird, Attorney for CRA
19 day of December, 2012

CONTRACTOR:
E.T. Security, Inc.
Name of Contractor

[Signature]
Signature

Eddie Tucker, President
Print Name, Title

14 day of December, 2012

(Corporate Seal)

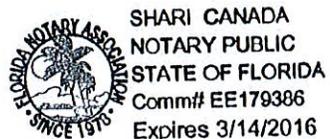
STATE OF Florida
COUNTY OF Palm Beach

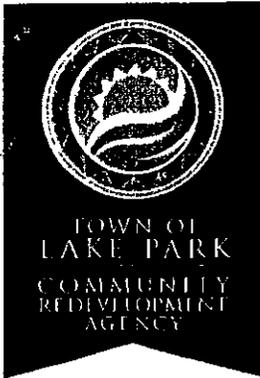
Sworn to and subscribed before me this 14 day of December, 2012 by Eddie Tucker
(check one) { } who is personally known to me or { } has produced Drivers Licence
as identification.

(Notary Seal)

[Signature]
Notary Public, State of Florida
SHARI CANADA
Print or Type Name of Notary Public

My commission expires: 2016





Arts
District



Commerce
District



Hometown
District

**ADDENDUM NO. 1
LAKE PARK CRA
SECURITY OFFICER PATROL SERVICES
BID NO. 01-12 REBID**

October 22, 2012

SECURITY OFFICER PATROL SERVICES (UNARMED)

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the bid document "REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR COMMUNITY REDEVELOPMENT AGENCY SECURITY OFFICER PATROL SERVICES (UNARMED)" and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for **SECURITY OFFICER PATROL SERVICES (UNARMED), Lake Park Community Redevelopment Agency Bid No. 01-12 Rebid**

CONTRACT BID DOCUMENT:

Page 2-Map: Replace the Lake Park CRA Boundary map with a revised map identifying the location of the FEC Railroad and provides estimated roadway and alleyway miles on each side of the railroad tracks.

Page 12- Summary of Documents to be Submitted by Bidders: The Bidders Certification is found on page 5. Please include this page in your bid submittal package along with information requested per pages 25-38.

Page 21-Specifications for Security Officer Patrol Services, Section 1- Overview

Delete in entirety and replace with the following wording:

The Lake Park CRA desires to provide security officer patrol services (unarmed) within the CRA district as depicted on the map provided on page 2 of this bid document. The service shall be provided averaging 25 hours per week. No less than 30% of the service shall be performed west of the railroad track.

Page 22-Specification for Security Officer Patrol Services, Section 2b. Security

Add the following:

- *The security patrol shall be performed from an automobile identifiable as "SECURITY" and marked distinctly different from a police car. The patrol service observation shall be performed from the public right-of-way unless invited onto private property by a business or property owner making the request thru the CRA. Bidders desiring to utilize both an automobile and another form of mobility should so indicate by statement attached to the bid form. Fuel and maintenance costs shall be included in the line item "Provide and Maintain Automobile" on the bid form, page 25 REVISED.*

Page 1 of 2

Addendum No. 1 (cont.)

- The means of providing personal safety of the security patrol officer is a contractor/employee decision. This contract is for unarmed security and does not require the security patrol officer to come into harm's way.
- The CRA may establish a wand type guard tour system. Bidders utilizing and offering a GPS tracking system shall so indicate by statement attached to the bid form.
- The schedule for the security patrol service will be based on hours averaging 25 hours per week, generally between 5:00 p.m. and midnight varying night to night with at least two nights per week of no service required.

Page 22- Specification for Security Officer Patrol Services, Section 2d. Emergencies

Add the following: The Town has and will provide a direct telephone number for the Palm Beach County Sheriff's Department, Lake Park.

Page 25-Bid Form: Replace page 25 with page 25 REVISED. The line item associated with mobility is clarified.

Page 40- Section 2.1. Contract Term, Period of Performance

Revise wording to read:

Unless extended or terminated, the initial period of performance of this Contract shall be from December 15, 2012 thru September 30, 2013, commencing as designated on the Purchase Order from the TOWN.

.....
Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
October 22, 2012

Signed By: Vivian Mendez-Lemley
Vivian Mendez-Lemley
Town Clerk

Bidder:

Signed By: Ellie Tucker
Print Name: ELLIE TUCKER
Title: PRESIDENT
Date: 10-29-12

Attachment: Page 2 Map REVISED
Page 25 REVISED

End of Addendum #1

Addendum No. 1 (cont.)

- *The means of providing personal safety of the security patrol officer is a contractor/employee decision. This contract is for unarmed security and does not require the security patrol officer to come into harm's way.*
- *The CRA may establish a wand type guard tour system. Bidders utilizing and offering a GPS tracking system shall so indicate by statement attached to the bid form.*
- *The schedule for the security patrol service will be based on hours averaging 25 hours per week, generally between 5:00 p.m. and midnight varying night to night with at least two nights per week of no service required.*

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Page 25-Bid Form: Replace page 25 with page 25 REVISED. The line item associated with mobility is clarified.

Page 40- Section 2.1, Contract Term, Period of Performance

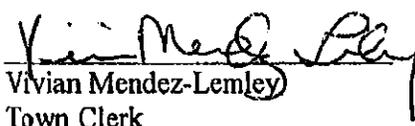
Revise wording to read:

Unless extended or terminated, the initial period of performance of this Contract shall be from December 15, 2012 thru September 30, 2013, commencing as designated on the Purchase Order from the TOWN.

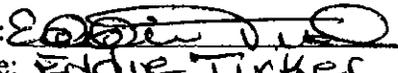
.....

Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
October 22, 2012

Signed By: 
Vivian Mendez-Lemley
Town Clerk

Bidder:

Signed By: 
Print Name: Eddie Tucker
Title: PRESIDENT
Date: 12/7/12

Attachment: Page 2 Map REVISED
Page 25 REVISED

End of Addendum #1

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Email Details

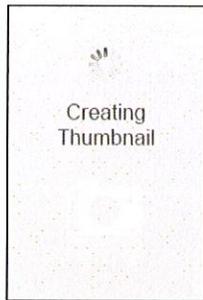
FinalCRAsurvey SENT

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Email Settings



Subject Please take our 15 second survey

From Name Lake Park CRA /Community Redevelopment Agency

From Email Address kmahnk@lakeparkflorida.gov

Reply-to Email Address kmahnk@lakeparkflorida.gov

Send To Lists [CRA updated](#)

Social Sharing



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What you can try: Loading. Please wait...

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Email Run History

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Sending Type	Sent	Run Date	Status
Original Send	253	4/13/2013 4:35 PM EDT	Successfully Sent

Email Stats

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Sent	Bounces	Spam Reports	Opt-outs	Opens	Clicks	Forwards
------	---------	--------------	----------	-------	--------	----------

253	11.9% (30)	0	0.4% (1)	27.8% (62)	29.0% (18)	0	
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Click-through Stats

Email Link	Unique Click-throughs	Click-through Distribution
http://www.lakeparkcra.com/?utm_source=FinalCRASurvey&utm_campaign=eblasttuneup&utm_medium=email	0	0.0%
http://www.lakeparkcra.com/?utm_source=FinalCRASurvey&utm_campaign=surveyresults&utm_medium=email	0	0.0%
http://www.lakeparkflorida.gov/?utm_source=FinalCRASurvey&utm_campaign=eblasttuneup&utm_medium=email	0	0.0%
http://www.lakeparkflorida.gov/?utm_source=FinalCRASurvey&utm_campaign=surveyresults&utm_medium=email	0	0.0%
http://www.surveymonkey.com/s/YDW9KQW?utm_source=FinalCRASurvey&utm_campaign=eblasttuneup&utm_medium=email	0	0.0%
http://www.surveymonkey.com/s/YDW9KQW?utm_source=FinalCRASurvey&utm_campaign=surveyresults&utm_medium=email	18	100.0%
https://ui.constantcontact.com/mavmap/emcf/email/view?flow=view&camefrom=view&agent.uid=1113053644974#	0	0.0%
Total Click-throughs	18	100%

Social Stats

0 Page Views [Where does this data come from?](#)

Share	Send	Like	Twitter	LinkedIn	(Other)
0	0	0	0	0	0

Your Social Stats pie chart will display once data is available.

Start Sharing:

Template Used: - Left Sidebar

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Response Summary

Total Started Survey: 20
Total Finished Survey: 20 (100%)

PAGE: 1

1. Have you ever seen the vehicle shown below?

[Create Chart](#) [Download](#)

	Response Percent	Response Count
Yes	30.0%	6
No	65.0%	13
Maybe	5.0%	1
answered question		20
skipped question		0

2. Did you know that this vehicle is a service of the Town of Lake Park's CRA ?

[Create Chart](#) [Download](#)

	Response Percent	Response Count
Yes	25.0%	5
No	75.0%	15
answered question		20
skipped question		0

3. If yes, please let us know what you think of this service.

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	Response Count
Show Responses	6
answered question	6
skipped question	14

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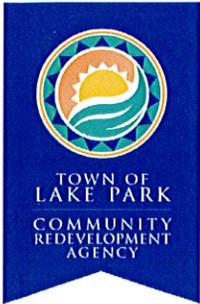
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NEW BUSINESS

TAB 3



**CRA
Agenda Request Form**

Meeting Date: July 3, 2013

Agenda Item No. *Tab 3*

Agenda Title: Holiday Decorations- 10th Street, Park Avenue and Town Green for Fiscal year Budget 2013/14

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

Approved by Executive Director: *DSS* Date: *6/19/13*

Richard Pittman/Project Manager *RP*
Name/Title

Originating Department: Public Works	Costs: \$ 8,175.00 Funding Source: Fiscal Year 2013/14 CRA Budget Acct. # <input checked="" type="checkbox"/> Finance <u><i>BK2</i></u>	Attachments: Proposal from Clark Sales Display, Inc. Photo of Decoration
--	--	---

Summary Explanation/Background: The CRA is being asked to discuss the holiday decorations for the 2013 holiday season in preparation for budgeting. The holiday decorations for the past eight years have been 38 illuminated pole mounted decorations on 10th Street and on Park Avenue within the CRA.

For the past eight years Clark Sales Display, Inc. has provided, installed and removed the 38 illuminated pole mounted holiday decorations on 10th Street and on Park Avenue. Seventeen illuminated decorations have been installed on the Florida Power & Light Co. (FPL) utility poles on 10th Street. Twenty-one smaller illuminated pole mounted holiday decorations have been installed on Town owned street light poles on Park Avenue between 7th and 10th Streets. Clark Sales has maintained their cost of \$5,785.00 for the past five years. This year the cost has been increased 5 percent to \$6,075.00

The electric service for each decoration mounted on the FPL poles consists of a weatherhead, riser, fuse and holder, photo eye, and weatherproof receptacle. The

maintenance of the electrical service at each FPL pole has been the responsibility of the CRA. This year if the CRA Board again opts for lit holiday decorations, Kasper Electric will need to be retained to repair at least nine services that are mounted on FPL power poles along 10th Street. The estimated cost of maintenance is \$1,500.00.

In addition to putting up, taking down and storing the decorated holiday tree at the CRA Town Green, Public Works also installs holiday banners along Federal Highway which is outside the CRA District. Both of these activities require the use of a rented bucket truck which costs \$1,200.00. This cost will be split between the CRA District and the General Fund budgets. If the CRA Board approves maintaining the current holiday decorations scheme, it will need to approve \$8,175.00 for the CRA Fiscal Year 2013/14 budget.

The costs associated with the above option are as follows:

Clark Sales Display, Inc. - 38 decorations	\$6,075.00
Kasper Electric - repair electric services on poles	\$1,500.00
Bucket truck rental – 50% of \$1,200	<u>600.00</u>
TOTAL	\$8,175.00

The Board may also wish to consider alternate decorating plans for the light poles on 10th Street and Park Avenue. Staff offers the following suggestions:

1. FPL has placed three new utility poles on 10th Street; however, the old poles are still in place. The Town can seek permission from FPL to install new electric services on the new poles and either purchase outright or continue leasing lit holiday decorations. The style of the decoration could be updated to include different figures as well as L.E.D. lighting. This would also entail purchasing and installing new mounting brackets to match whatever decorations are chosen. Leasing L.E.D. holiday decorations would cost approximately 15 percent more than the \$6,075.00 current lease price. The list price of new L.E.D. holiday decoration ranges from \$500.00 to \$700.00.
2. The Town can seek permission from FPL to install banner brackets on the FPL power poles, purchase and install brackets, and purchase banners. One advantage to this option is that the Town and the CRA could not only purchase holiday themed banners, but also banners that would advertise coming events, the CRA District, or have seasonal themes. Up to 22 banners could be placed on 10th Street. This option would also require the rental of a bucket truck any time the banners were changed out.

The initial cost of changing to Town owned banners would be approximately the same cost as one year's lease of the illuminated holiday decorations.

3. The decorative light poles on Park Avenue already have brackets for lit decorations as well as banner arms. Whichever theme is selected for 10th Street can be duplicated on Park Avenue. If new types of lit decorations are selected, the mounting brackets may have to be changed or relocated on the poles.
4. Any of the above options can be mixed or matched. For example, banners could be placed on 10th Street and leased, lit, holiday decorations could continue to be placed on Park Avenue.

Staff is seeking direction for these 2013/14 CRA budget expenditures at this early date in order to reserve the illuminated decoration and schedule electrical maintenance early in October or to plan for an alternate holiday decorating scheme.

The following is a list of estimated typical costs associated with decorating options, particularly a CRA purchase of the decorations or banners:

- Annual lease for storage, maintenance, installation, and removal of illuminated decorations \$6,075.00
- Banner bracket, each (two required at each pole) \$ 85.00*
- Stock, printed banner, each \$ 70.00*
- L.E.D. holiday decoration, each \$ 700.00*
- Lit decoration bracket, each (not including installation) \$ 125.00*
- Bucket truck rental per day \$ 300.00

* cost if purchased by CRA

Recommended Motion: I move that the CRA Board direct staff to provide a budget figure for a holiday decoration scheme that has a majority endorsement. This funding amount shall be presented for approval in the CRA Fiscal Year 2013/14 Budget.

CLARK SALES DISPLAY, INC.

POST OFFICE BOX 1007
TAVARES, FLORIDA 32778
1-800-962-7937/ 352-343-5899 / FAX: 352-343-0194
WWW.CLARKSCHRISTMAS.COM

PROPOSAL

SALES ~ LEASE ~ INSTALLATION



KIM ALEXANDER
LAKE PARK, TOWN OF
535 PARK AVE
LAKE PARK, FL 33403
Phone: 561-881-3314

JOB NAME / LOCATION

LAKE PARK, TOWN OF
535 PARK AVE
LAKE PARK, FL 33403

Questions? call ANNE-MARIE

Quote Expires on: 8/11/2013

Date 6/12/2013

Quote Number: 130069 TOWN OF LAKE PARKL

Qty	REF.	Description	Price	Extend
1	1year	THE LEASE, INSTALLATION, REMOVAL, AND STORAGE OF THE FOLLOWING HOLIDAY DECORATIONS FOR 2013.	\$0.00	\$0.00
21	POLE MOUNT	21 DECORATIVE LIGHT POLES ON PARK FROM 7TH TO 10TH SMALL LAMP POLES TO BE DECORATED WITH A COMBINATION OF 4.5' TO 6' HOLIDAY DISPLAYS, WHICH CAN INCLUDE STOCKINGS, WREATHS, CANDLES, AND A VARIETY OF TREES.	\$157.50	\$3,307.50
17	POLE MOUNT	****LARGE POLES ON 10TH STREET**** LIGHT POLES TO BE DECORATED WITH A COMBINATION OF 7' TO 8' HOLIDAY DISPLAYS, WHICH CAN INCLUDE, STOCKINGS, SOLDIERS, 4'-5' WREATHS, CANDLES, AND A VARIETY OF TREES.	\$162.75	\$2,766.75
1	INFO	DECORATIONS WILL BE INSTALLED IN NOVEMBER, AND REMOVED TO OUR STORAGE FACILITY IN JANUARY. WE DON'T DO MID SEASON SERVICE UNLESS DANGEROUS CONDITIONS APPLY AND THEY WILL BE CORRECTED AS SOON AS POSSIBLE. WE ARE IN THE DISPLAY BUSINESS ONLY, AND DO NOT DO ANY ELECTRICAL WORK OTHER THAN PLUGGING INTO EXISTING OUTLETS.	\$0.00	\$0.00
1	PAYMENT	PAYMENT TO BE MADE AS FOLLOWS: ALL LEASE CONTRACTS ARE BILLED IN OCTOBER OR NOVEMBER OF EACH YEAR; NET 30 DAYS	\$0.00	\$0.00
			TAX	
			TOTAL ANNUAL LEASE	\$6,074.25

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is acknowledged and agreed that by signing this proposal a contract will thereafter exist between the parties the terms of which contract will be those described in this proposal

Signature: _____

Signature: _____

Name: _____ Title: _____

Date of Acceptance: _____

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.



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LIGHT POLE DISPLAYS

Lamp Post



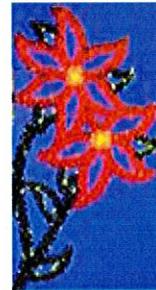
Premier



Traditional



Elite



Samples in Use



Call or Email to request full color catalog or more information.

Email: Clarksxmas@aol.com

Clark Sales Display, Inc.

Toll Free 800-XmasYes (800-962-7937) • Fax (352) 343-0194

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The Advantages of Leasing

Leasing is practical and convenient...
We do the work, you enjoy the benefits!

- We do the installation!
- We remove the displays after the holidays!
- We carry the insurance!
- We maintain and refurbish the decorations!
- We completely re-lamp the displays each year!
- We give you a new look each year!

We offer lease programs tailored to meet your budget needs. Call us today for more details.

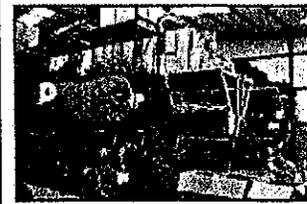


The Pride in Ownership

Receive all the advantages of ownership with turn-key convenience. With our purchase program you can choose our most popular services...

- You own the display!
- Expand your portfolio of assets!
- We do the installation!
- We remove the displays after the holidays!
- We maintain the decorations!
- We store in our warehouse!

We offer the best service available, and with our ownership program we continue to serve you long after the sale. Call us today for more details.



Designer Displays...

- DESIGNED - to bring in customers
- DESIGNED - to stimulate sales
- DESIGNED - to create Holiday Spirit
- DESIGNED - to suit your budget
- DESIGNED - for your convenience

When you choose Clark Sales Display... You choose the best!

- Over 30 years in the Business
- Knowledgeable Sales Team
- Courteous Customer Service
- Creative Design
- Professional Installation
- Convenient Leasing Programs
- Exclusive Purchase Programs

CUSTOMER SATISFACTION GUARANTEE

We at Clark Sales Display, Inc. take pride in servicing satisfied customers for over 30 years. You will find our customer service personnel to be courteous, professional and helpful. Our display consultants will work diligently to provide you with a holiday display to truly mesmerize all who see it. Our production team thoroughly inspects every display item before installation so that all lights are in working order. Our professional installation crew works fast and safely to provide the least inconvenience to all. We are proud of our outstanding reputation and record of providing quality built, well designed products backed by our warranties and service.

Call or Email to request full color catalog or more information.

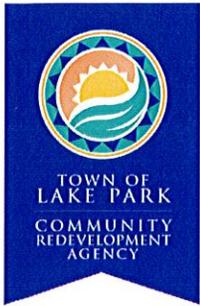
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TAB 4



CRA
Agenda Request Form

Meeting Date: July 3, 2013

Agenda Item No. *Tab 4*

Agenda Title: One-Year Renewal of Agreement with Chris Wayne & Associates for Landscape Maintenance Services within the CRA

- SPECIAL PRESENTATION/REPORT
- OLD BUSINESS
- DISCUSSION FOR FUTURE ACTION
- CONSENT AGENDA
- NEW BUSINESS: Renew Agreement
- OTHER

Approved by Executive Director: *DSS* Date: *6/19/13*

Richard Pittman/ Project Manager *RP*
Name/Title

Originating Department: Public Works	Costs: \$ 75,960.00 Funding Source: CRA Acct. # 520-34000 <input checked="" type="checkbox"/> Finance <u><i>BKZ</i></u>	Attachments: New Agreement (FY 2013/14) 2009 Agreement Contractor Correspondence
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Summary Explanation/Background: The CRA Board is being asked to approve a one year renewal of the Landscape Maintenance Agreement with Chris Wayne & Associates, Inc. (CWA) for landscape maintenance within the CRA.

CWA had been maintaining the high investment landscaping on Park Avenue, 10th Street, Watertower Road and the alleyways within the CRA from 2008 to 2012 . In 2009 the CRA Board approved an Annual Landscape Maintenance Agreement with CWA for three years with an option to renew for two additional years. The annual cost of the three year term was \$81,600.

In June of 2012 the CRA Board approved the first of two one-year renewals at a reduced cost and reduction in service, for an annual cost of \$75,960.00. Watertower Road maintenance was struck from the original agreement. In addition, there was an understanding that selected services such as pest control, tree trimming, and spot

fertilization would be performed and charged on an “as-needed” basis. The renewal term expires September 30, 2013. CWA is able to continue the same level of service in the CRA for the period October 1, 2013 to September 30, 2014 for the current annual cost of \$75,960.00. This renewal will be the fifth and final year of the agreement approved in 2009.

Approval of the renewal of the current landscape maintenance agreement for fiscal year 2013/14 in the amount of \$75,960.00 is recommended. If the Board does not wish to renew this last option year of the existing contract, the Public Works Department shall prepare bid documents for the CRA Landscape Maintenance Services, issue a request for proposals (RFP), and bring a recommendation for award to the CRA Board at its October 2, 2013 meeting.

In the interest of transparency, the CRA Board is being advised that CWA currently maintains the landscaping in the recently reconstructed alleyway south of Park Avenue between 7th and 8th Streets. The maintenance of this section of alleyway currently costs \$300 per month and is being paid for with the construction loan funds. The landscape project came with a one year warranty. In order to maintain the warranty the installing contractor was given the first year maintenance duties. Funds for this maintenance have been encumbered through January, 2014. Once the one year maintenance contract expires, the CRA Board will see in the proposed CRA budget an amount of \$2,000 (\$250.00/mo. for 8 months) for CWA to continue maintenance of this section of alleyway thru September, 2014.

Recommended Motion: I move to authorize the CRA Executive Director to execute a landscape maintenance agreement between Chris Wayne & Associates and the Lake Park CRA for the term October 1, 2013 thru September 30, 2014.

Annual Landscape Maintenance Agreement FOR LAKE PARK CRA

Overview

CWA offers to provide lawn and landscape maintenance services for the Lake Park CRA, 535 Park Avenue, Lake Park, FL 33403 for a period of one year beginning on October 1, 2013 to September 30th 2014. CWA agrees to hold this price for a period of one year, the second and final year of renewal consistent with the terms of the original contract. Service locations are as follows: 1.) 10th Street right-of-way (south from Northlake Blvd. to Park Avenue) 2.) Park Avenue (east from 10th Street to 7th Street) 3.) Alleyways: (Greenbrier Ct between 10th and 9th Street), (north to south section east of 10th street between Jasmine Dr. and Greenbrier Ct.), (north to south section east of 10th street between Kalmia Dr. and Jasmine Dr.), (north to south section east of 10th Street between Northern Dr. and Laurel Dr., (east to west section south of Park Avenue between 8th Street and 10th Street).

Landscape Maintenance Services

- Locations 1, 2 and 3: Provide landscape maintenance services no less than once a week.
- Locations 1, 2 and 3: Mow *weekly*. Grass shall be maintained in accordance with Best Management Practices for specific grass.
- Weed all plant beds; maintain a clean edge between sod and mulched bed line. (Contractor may use low spectrum herbicide such as Rodeo or Roundup for routine weed control.)
- Maintain entire site free of debris, trash, clippings, branches, etc.
- Hedge all shrubs in a clean, neat and professional manner, removing and disposing of all clippings.
- Edge all turf edges abutting curbs, flush paved surfaces including all road curbs, shrub beds, flower beds, ground cover beds, hedges and around trees where a mulch bed exists at base.
- Tree and Palm Trimming- Maintain all trees and palms to 20' free of dead fronds, branches, and maintain in a neat and tidy order. Remove and dispose of all debris from tree trimming process.
- Blowing/Clearing- CWA shall use a blower to clear curbs along roadways, to ensure a neat, clean appearance after each maintenance operation.
- Irrigation – At all locations CWA shall perform routine wet checks to inspect for proper operation of irrigation system. CWA shall make minor repairs as needed (such as head and nozzle replacement, minor pipe brakes, clean outs and adjustments). CWA shall bill Town labor (Irrigation technician 55.00 per hour) plus materials (material cost + 20%) CWA shall repair and replace at its expense any damage to irrigation system caused by CWA's landscape maintenance activities.

(Maint. Agreement Cont.)

- Fertilizer – St. Augustine (4) x per year: Locations 1, 2 and 3 - Deliver and install 100% coverage to all turf areas per fertilizer manufacturer's specification. Fertilizer type: 20-0-10 with 92% atrazine.
- Cypress mulch application (1) x per year: Locations 1, 2 and 3 – Mulch to be maintained at a minimum of 2".

Supervision

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

Compensation

CWA shall be paid an annual amount of \$75,960.00. A monthly payment of \$6,330.00 shall be due on the 10th of each month.

Termination

Owner or Contractor may terminate Contract without cause at the end of a specified calendar month upon two weeks prior written notice.

Additional Services

Irrigation and landscape design, new construction as well as repairs not caused by CWA's service activities, mulching prior to events, sodding, annuals, pest control, and shrub fertilization shall be considered additional services and shall be provided on an as needed basis. Contractor shall submit proposal for approval prior to providing service.

Warranty

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

We look forward to providing you with high quality landscape maintenance services.

Submitted,

Accepted,

Chris Wayne and Associates, Inc.

Dale S. Sugerman, CRA Executive Director

Date: _____

Date: _____

Annual Landscape Maintenance Agreement For Lake Park CRA

Overview

Provide lawn and landscape maintenance services for the Town of Lake Park CRA for a period of three years beginning on October 1, 2009 to September 30th 2012. CWA agrees to hold this price for a period of three years with the option to renew for an additional two years at this held price. During the time that the Town of Lake Park and CWA are negotiating renewal, services shall remain the same as outlined below and shall be on a month to month basis. LOCATIONS OF SERVICE: 1.)10TH STREET 2.)PARK AVENUE 3.)ALLEYWAYS and 4.) WATERTOWER ROAD.

Landscape Maintenance Services

- Locations 1, 2 and 3: Provide landscape maintenance services no less than once a week.
- Locations 1, 2 and 3: Mow *weekly*. Location 4: Mow *2 x per month or biweekly*. Grass shall be maintained in accordance with Best Management Practices for specific grass.
- Weed all plant beds; maintain a clean edge between sod and mulched bed line. (Contractor may use low spectrum herbicide such as Rodeo or Roundup for routine weed control.)
- Maintain entire site free of debris, trash, clippings, branches, etc.
- Hedge all shrubs in a clean, neat and professional manner, removing and disposing of all clippings.
- Edge all turf edges abutting curbs, flush paved surfaces including all road curbs, shrub beds, flower beds, ground cover beds, hedges and around trees where a mulch bed exists at base.
- Tree and Palm Trimming- Maintain all trees and palms to 20' free of dead fronds, branches, and maintain in a neat and tidy order. Remove and dispose of all debris from tree trimming process.
- Blowing/Clearing- CWA shall use a blower to clear curbs along roadways, to ensure a neat, clean appearance after each maintenance operation.
- Irrigation- Contractor shall repair and replace any damaged equipment due to Contractor's landscape maintenance activities.

- Fertilizer – St. Augustine (4) x per year: Locations 1, 2 and 3 - Deliver and install 100% coverage to all turf areas per fertilizer manufacturer's specification. Fertilizer type: 20-0-10 with 92% atrazine.
- Cypress mulch application (1) x per year: Locations 1, 2 and 3 – Mulch to be maintained at a minimum of 2".

Supervision

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

Compensation

CWA shall be paid an annual amount of **\$81,600.00**. A monthly payment of **\$6,800.00** shall be due on the 10th of each month.

Termination

Owner or Contractor may terminate Contract without cause at the end of a specified calendar month upon two weeks prior written notice.

Warranty

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

We look forward to providing you with high quality landscape maintenance services.

Submitted



Chris Wayne and Associates, Inc.

Date: 7/22/09

Accepted



Client signature

Date: 7/20/09

5/16/2013

Mr. Pittman,

CWA would be honored to continue providing landscape maintenance services for the Town and the CRA. CWA offers to provide landscape maintenance services for the period of one year beginning on October 1, 2013 to September 30th 2014. Services, service locations and pricing shall be in accordance with current agreement. We look forward to and are greatly thankful for the opportunity to continue providing the Town service.

Sincerely,



Christopher W. Dellago, RLA
President