



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, February 2, 2011, 7:00 PM  
Lake Park Town Hall  
535 Park Avenue

<b>Desca DuBois</b>	—	<b>Mayor</b>
<b>Patricia Osterman</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
<b>Kendall Rumsey</b>	—	<b>Commissioner</b>
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<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Town Clerk</b>

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**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PUBLIC and OTHER 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 Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- G. **PRESENTATION**  
Inter-Governmental Consultant Fausto Gomez

H. **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.

For Approval:

1. Regular Commission Meeting Minutes of December 15, 2010 Tab 1
  2. Agreement Between the Supervisor of Elections and the Town for the 2011 Municipal Election Tab 2
  3. Renewal of Fausto Gomez Consulting Contract Tab 3
  4. Resolution No. 03-02-11 To Submit Grant Application to Florida Communities Trust for Addition of Land at Ball Field Tab 4
  5. Resolution No. 04-02-11 Poll Workers Tab 5
  6. Resolution No. 05-01-11 Agreement between the Town and Simmons & White for Engineering Consulting Services Tab 6
  7. Award Bid for Date Palm Drive Landscaping Improvements to Chris Wayne & Associates in the amount of \$17,800 Tab 7
- I. **DISCUSSION AND POSSIBLE ACTION**
8. Holiday Parking Meter Revenue Tab 8
  9. Changes to Signage Regulations for Garage Sales Tab 9
- J. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**
- K. **ADJOURNMENT:**

# Presentation

**Town of Lake Park Town Commission  
Agenda Request Form**

**Meeting Date: February 2, 2011**

Agenda Item No.

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|--|---|
- [X] Presentation by Fausto Gomez, of Gomez Barker Associates.**

**SUBJECT: Legislative Issues and Updates**

**RECOMMENDED MOTION/ACTION: N/A**

Approved by Town Manager *W. Davis* Date: 1/25/11

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Manager</b></p>	<b>Costs: \$ N/A</b>  <b>Funding Source:</b> Acct. # _____	<b>Attachments:</b>   
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background: Intergovernmental Consultant Fausto Gomez will provide a brief overview of legislative issues affecting the Town and the status of certain initiatives.**

# **Consent Agenda**

# TAB 1



**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: **February 2, 2011**

Agenda Item No. **1**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input type="checkbox"/> Other: Board Appointment    |   |

**SUBJECT: Regular Commission Meeting Minutes of December 15, 2010**

**RECOMMENDED MOTION/ACTION: To Approve the Regular Commission Meeting Minutes of December 15, 2010.**

Approved by Town Manager *He. Davis* Date: *1/25/11*  
 Deputy Clerk *Jason Stehler* *1/25/11*  
 Date of Actual Submittal

<b>Originating Department:</b> Town Clerk	Costs: \$ Funding Source: Acct. #	<b>Attachments:</b> Meeting Minutes
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>ymc</i> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 <input checked="" type="checkbox"/> :  Please initial one.

**Summary Explanation/Background:**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, December 15, 2010, 7:23 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 15, 2010 at 7:25 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

Mayor DuBois led the Invocation and the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

Certificate of Appreciation to John Lineweaver was added to the Agenda.

**Motion: A motion was made by Commissioner Rumsey to approve the Agenda as amended; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

Mayor DuBois presented a Certificate of Appreciation to Mr. John Lineweaver.

Mr. Lineweaver accepted his Certificate of Appreciation and thanked the Commission.

**PUBLIC AND OTHER COMMENTS:**

None

**CONSENT AGENDA:**

1. Regular Commission Meeting Minutes November 17, 2010



2. Resolution No. 54-12-10 Parks and Facilities Fee Schedule

**Public Comment Open.**

*None*

**Public Comment Closed.**

Commissioner Longtin stated that on page two of the November 17, 2010 Commission Meeting minutes with regards to the CRA business owners wanting to change the Town logo it stated "she stated that it should say the CRA business owners because that is what she has stated time and time again". She asked that it be clarified to state that "it" was stated time and again, not that it was her that had made those statements.

**Motion: A motion was made by Commissioner Longtin to approve item number 1 of the Consent Agenda; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

Commissioner Longtin asked that Town Manager Davis explain item number two Resolution No. 54-12-10 Parks and Facilities Fee Schedule.

Town Manager Davis explained that rates were adjusted for some of the park facilities and rental facilities for a couple of reasons. One of which was that CRA Economic Development Director Jennifer Spicer had recruited several businesses to come into Town and one of the businesses would be opening a restaurant in Town and they were interested in renting the Town's facilities. She stated that she gave them a tour of the Town's waterfront facilities and the Mirror Ballroom. One of the principals of the firm who was a caterer stated that he wanted to use the facilities as a venue for his catering. She stated that the fee schedule was not conducive to the types of events that this individual wanted to have. She explained that she asked staff to look at the current fees and keep in mind the types of events the individual was looking at such as weddings in which parking at a facility would need to be included. She gave the example of Lake Shore Park and stated that the use of the park for a wedding or other event where parking would need to be included and the use of the park exclusively. She explained that the changes were highlighted and other changes. Rates were adjusted higher for the use of staff for the events because the rates were too low.

Mayor DuBois asked if non-profit agencies would be affected by those rates.

Town Manager Davis explained that those types of agencies would not be affected by the new rates since they were non-profit.

Commissioner Longtin asked if the rate change came about because of a prospective restaurant owner.

Town Manager Davis explained that her eyes were opened and she was enlightened to the fact that the Town was not using its facilities and assets to their full potential for revenue enhancements and to market the facilities to different types of markets.

Commissioner Longtin stated that she would be voting no because of the economy. She did not want to raise rates. She stated that a lot of people were not aware of the facilities that the Town has and the Town does have some fabulous facilities. She stated that she would like to see more marketing done for the facilities but because of the economy she did not want to raise rates.

**Motion: A motion was made by Commissioner Rumsey to approve item number 2 of the Consent Agenda; Vice-Mayor Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin		X	
Commissioner Hockman		X	
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 3-2

**ORDINANCE ON 1<sup>ST</sup> READING**

**ORDINANCE NO. 13-2010 – Ad Valorem Tax Exemption**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE V ENTITLED “ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS”; PROVIDING FOR SECTION 28-251, ENTITLED “TITLE”; PROVIDING FOR SECTION 28-252, ENTITLED “INTENT”; PROVIDING FOR SECTION 28-253, ENTITLED “DEFINITIONS”; PROVIDING FOR SECTION 28-254, ENTITLED “ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION**

**ESTABLISHED”; PROVIDING FOR SECTION 28-255 ENTITLED “APPLICATION FOR EXEMPTION”; PROVIDING FOR SECTION 28-256, ENTITLED “CONSIDERATION OF APPLICATION”; PROVIDING FOR SECTION 28-257, ENTITLED “APPLICATION FEE”; PROVIDING FOR SECTION 28-258, ENTITLED “REVOCATION OF EXEMPTION; RECOVERY OF FUNDS”; PROVIDING FOR SECTION 28-259 ENTITLED “APPEALS”; PROVIDING FOR SECTION 28-260, ENTITLED “SURVIVAL”; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Public Comment Open.**

*None*

**Public Comment Closed.**

Town Manager Davis explained the reason for Ordinance No. 13-2010. She stated that in 2008 a referendum was overwhelmingly passed to provide for Ad Valorem tax exemption for qualified businesses coming into the Town. She stated that it was required that the Town adopt an Ordinance once the referendum was done. She stated that the Ordinance was not adopted and they were adopting it now as a housekeeping measure in order to be in accordance with the requirement.

Commissioner Longtin asked if any businesses had taken advantage of the exemption.

Town Manager Davis stated that none have taken advantage of the exemption so far.

Commissioner Longtin asked how many businesses were qualified to take the exemption.

Town Manager Davis explained that the statute was very specific as to what type of businesses could take advantage of the benefit. She stated that the businesses had to be manufacturing type businesses or businesses bringing in 25 employees or more. They have to be from out of state and also corporate headquarters with 15 or more employees.

Commissioner Longtin asked if the corporate headquarters had to be in Lake Park or Palm Beach County.

Mayor DuBois explained that the benefit was for businesses or corporate headquarters within Lake Park only.

Town Manager Davis explained that the Town was the only municipality within Palm Beach County that has the tax incentive and the Business Development Board has their eye on a lot of the Town’s parcels because of the incentive.

Mayor DuBois stated that they had also recently had a presentation and used Lake Park as an example to show municipalities what to do and how to do it.

**Motion: A motion was made by Commissioner Rumsey to approve Ordinance No. 13-2010 on 1<sup>st</sup> reading; Vice-Mayor Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

Attorney Baird read Ordinance No. 13-2010 by caption-only.

**QUASI-JUDICIAL HEARING**

**RESOLUTION NO. 53-12-10 - Special Exception Application for 110 10<sup>th</sup> Street  
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR BOAT SALES AND SERVICE FOR AL'S YAMAHA SALES & SERVICE INC., WITHIN A 5,500 SQUARE FOOT ENCLOSED BUILDING LOCATED AT 110 10<sup>TH</sup> STREET IN THE C-2 COMMERCIAL ZONING DISTRICT.**

**Public Comment Open.**

*None*

**Public Comment Closed.**

Ex-Parte Communication was declared as follows:

Mayor DuBois – None

Vice-Mayor Osterman – None

Commissioner Hockman – None

Commissioner Longtin - None

Commissioner Rumsey – None

Town Clerk Vivian Lemley swore in all witnesses.

Community Development Director Patrick Sullivan explained that the applicant operates a business at 115 Federal Highway which is the property that the Town was in the process of purchasing. The purchase would force the applicant to relocate his business. The applicant has found a property on 110 10<sup>th</sup> Street which is already in an industrial area. The code allows for a boat sales and repair business as a special exception in that zone, therefore the applicant was requesting the special exception.

Mayor DuBois stated that she did not see any problem with approving the application and thought it would be a win, win situation to be able to keep a business within the Town of Lake Park.

Commissioner Longtin asked if she could ask the applicant what type of business they have.

Al of Al's Yamaha explained that his business does repairs on outboard boat motors, detailing and electrical work and maintenance on motors.

Commissioner Longtin asked if the business was noisy and if he ran the boat engines.

Al explained that he usually takes the boats on the water to run the engines. When he does run them at the shop he does so on a hose and for short periods of time.

Commissioner Longtin asked what his hours of business operation were.

Al stated that his business hours were Monday through Friday 8 a.m. to 5 p.m. and 8 a.m. to 2 p.m. on Saturday.

Commissioner Longtin asked how many he employed at his business.

Al stated that he had six employees.

Commissioner Longtin stated that she wanted Al to bear in mind that there was some residential around the property that he wants to move his business to.

**Motion: A motion was made by Vice-Mayor Osterman to approve Resolution No. 53-12-10; Commissioner Rumsey made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

## **DISCUSSION AND POSSIBLE ACTION**

### **Traffic/Street Closure of Poplar Court**

Mayor DuBois explained the reason for the discussion item. She stated that they would discuss a temporary solution to the truck traffic on that particular street.

Commissioner Longtin asked what had been done so far.

Mayor DuBois stated that the truck drivers have been informed by the Sheriff's Department on how to correct the situation but they have not corrected it. She stated that there were a few businesses on that street and trucks have blocked the road when they do their deliveries.

Commissioner Rumsey stated that he brought the item back up for discussion because there had been several residents who expressed an interest in having the road closed. The road is a cut through for the neighborhood and has no other purpose. He stated that if it was causing issues for the residents on the street, he was in favor of having the road closed. He recommended a consensus to close the street.

Mayor DuBois asked if it were possible for the trucks to make their deliveries and come back around thru the parking lot to get back onto Northlake Blvd.

Community Development Director Patrick Sullivan stated that there shouldn't be any problem for the trucks to be able to do that.

Commissioner Longtin recommended placing signs on the street prohibiting the trucks. She stated that she has not seen an outpouring from citizens. She stated that a gentleman had stated that he had a paper full of signatures but she had not received a copy of it.

Mayor DuBois stated that she had a copy of those signatures and she would provide it to Commissioner Longtin.

Vice-Mayor Osterman expressed her concerns with closing Poplar Court. She stated that she did not want to block entrance into the alleyway. She stated that making it a one-way street would not work.

Commissioner Rumsey stated that placing stop signs on that particular street would not work. He stated that he was still in favor of closing the street and he had a copy of those signatures.

Commissioner Hockman stated that the big issue was that the semi trucks blocked the driveway of the resident who lives on the corner. He stated that that was the big issue because of the length of the semi trucks. He stated that a sign was never placed there. He stated that a sign was installed on the end of Flagler Blvd. where there were semis unloading cars and it has since stopped. He stated that the other issue was that Poplar Court also happened to be a street where people blow the stop signs.

Mayor DuBois asked what the cost would be to close Poplar Court.

Community Development Director Patrick Sullivan stated that it would cost approximately \$450 to \$500 to close a street temporarily.

Mayor DuBois asked the Commission whether they were in favor or not in favor to close off Poplar Court.

Commissioner Rumsey stated that he was in favor of closing Poplar Court midblock.

Commissioner Longtin stated that she was not in favor of closing Poplar Court because she has not heard from the citizens regarding the issue.

Mayor DuBois stated that she was in favor of closing Poplar Court midblock.

Vice-Mayor Osterman expressed her concerns with closing Poplar Court. She stated "yes" to closing Poplar Court if that's what residents want.

Commissioner Hockman stated that he would like to hear from more residents. He stated that at this time he would have to say no to closing Poplar Court.

**Motion: A motion was made by Commissioner Rumsey to close Poplar Court mid-block with a temporary closure; Vice-Mayor Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin		X	
Commissioner Hockman		X	
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 3-2

## **PRESENTATION**

### **General Engineering Consultant Services**

Mayor DuBois explained the reason for the consultant presentations and what the process of the presentations would be.

Commissioner Hockman stated that due to a conflict of interest he would be abstaining from voting on the matter but would be present for the presentation and involved in discussion. He stated that the reason for the conflict was that he currently works on

projects indirectly as a team member with all three engineering firms through the Smith Engineering Company who contracts with him for the electrical design on said projects.

Vice-Mayor Osterman asked that the Town Clerk time the presentations so that each firm would get a fair and equal amount of time.

Commissioner Longtin asked for Town Manager Davis to explain why the Town was in need of a new General Engineering Consultant service.

Mayor DuBois asked Town Manager Davis to explain.

Town Manager Davis explained and stated that the Town's former engineering firm was Calvin, Giordano, and Associates who had been with the Town approximately 10 years. She stated that the firm changed management and she was concerned. She stated that she came to the Commission and requested to find a new firm.

Dan Clark of Clark & McCarthy introduced himself and thanked the Commission. He began by giving a brief explanation of the firm's background and licensing. He explained what type of firm they were. He began a PowerPoint presentation titled "Town of Lake Park RFP for Town Engineer" (see Exhibit "A"). He gave a brief explanation of his credentials and work experience (see page 3 of Exhibit "A"). He gave a background and explanation of Tom McCarthy's credentials and work experience (see page 5 of Exhibit "A"). He explained and showed a graph of the Clark & McCarthy Team and their abilities (see pages 6 through 7 of Exhibit "A"). He reviewed the firm's abilities and credentials and why they were the most experienced team (see pages 8 through 9 of Exhibit "A"). He explained why the firm was the "Right Size for the Town" (see page 10 of Exhibit "A"). He stated that they had "Local Knowledge and Presence" and explained why (see page 11 of Exhibit "A"). He explained why the Town should choose their firm (see page 12 of Exhibit "A") He thanked the Commission and concluded his presentation.

Mayor DuBois asked Mr. Clark if he was familiar with working with drainage problems.

Mr. Clark explained that he was very familiar and stated that his firm had done work in Palm Beach Gardens which has also benefited the Town.

Vice-Mayor Osterman asked Mr. Clark if he was familiar with LAP Certification.

Mr. Clark stated that he was very familiar with LAP Certification and had helped the City of Palm Beach Gardens get their LAP Certification.

Vice-Mayor Osterman asked if the City of Palm Beach Gardens was the only city the firm has helped get LAP Certification.

Mr. Clark stated that he had not personally helped any other city but that Tom McCarthy had worked with Juno Beach to get their LAP Certification.



Vice-Mayor Osterman asked if the firm had the experience and qualifications associated with the CEI, Construction Engineering and Inspection Requirements of a federalized project.

Mr. Clark stated that yes they had significant experiences with FDOT and have staff in the FDOT offices working there.

Commissioner Rumsey stated that one of the things he appreciated about Mr. Clark's presentation was that two of the firm's principals were Town engineers. He asked that coming from being a Town engineer to being a Town's consultant engineer what had Mr. Clark learned in the process.

Mr. Clark explained and clarified that he had been a consultant for the City of Palm Beach Gardens. He stated that LBFH was the name of the firm for the City of Palm Beach Gardens for 27 years. When Mr. Lyndall decided that he was no longer going to be the City Engineer he took over as consultant for nine years.

Commissioner Rumsey stated that Mr. Clark mentioned that he had done a lot of traffic studies. He asked Mr. Clark if the Commission did the right thing with regards to their decision to temporarily close Poplar Court.

Mr. Clark stated that he thought that the Commission did the right thing by installing a temporary closure on Poplar Court since they could get a feel for how the residents like or dislike the closure and the closure would force the truck traffic to find another way to do their business. He stated that he thought it was a good decision.

Vice-Mayor Osterman asked Mr. Clark to address the issue of mark up with regards to subcontractors and subconsultants.

Mr. Clark explained that there is a real cost involved with having sub-consultants for insurance because it is based on gross dollars which is typically 1 ½ % of the dollars that they bill. He stated that if it were at all possible, he would like to recover the 1 ½% but that was negotiable it was not something that would make or break them financially. He stated that there would be no other charge for having subconsultants.

Vice-Mayor Osterman asked for clarity on the MPDES and the mandated changes with the five year permit and its impact on co-committees.

Mr. Clark stated that he did not think there would be significant issues associated with those changes because they were not fundamentally changing anything. He explained other issues and changes that may impact the MPDES.

Mayor DuBois asked for clarification on how phone calls are billed.

Mr. Clark explained that they typically try to bill by the quarter hour. He stated that they usually won't bill for phone calls unless the calls are significant or it takes him a long time to research something that he received a call about.

Commissioner Rumsey asked Mr. Clark how he would address a staff member or Commissioner coming to him and expressing an opinion that he did not believe was in the best interest of the Town.

Mr. Clark stated that he would hope that he would only report to one person and not a group of people and that if someone came to him with a strong opinion he would be more than happy to listen to them and offer an opinion if they would like him to. He would then get back to the person who gives him direction and he would discuss the conversation with them to figure out a way to move forward.

Mayor DuBois thanked Mr. Clark.

Mr. Clark thanked the Commission for the opportunity to make his presentation.

Rob Renenbaum, President of Simmons & White Engineers introduced himself. He gave a brief overview of his experience and credentials and the history and explanation of the firm (see pages 2 through 3 of Exhibit "B"). He reviewed the "Simmons & White Organization Chart" (see page 4 of Exhibit "B"). He reviewed and explained the firm's "Qualifications and Experience" with Development Review and Civil Engineering (see page 5 of Exhibit "B"). He reviewed and explained the firm's "Qualifications & Experience" with Traffic Engineering (see page 6 of Exhibit "B"). He reviewed and explained the firm's "Qualifications & Experience" with Construction Engineering Inspections and Services (see page 7 of Exhibit "B"). He stated that John E. Schmidt of John E. Schmidt & Associates would be the person responsible for supporting Community Development Director Sullivan and providing the Community Development Department with whatever it needs (see page 8 of Exhibit "B"). He gave an overview of the firm's "Municipal Experience and Past Performance" (see pages 9 through 17 of Exhibit "B"). He reviewed and explained the firm's "Recommendations & Referrals" (see pages 18 through 19 of Exhibit "B"). He gave an overview of his qualifications as the "Town's Main Representative" (see page 20 of Exhibit "B"). He reviewed the firm's location (see page 21 of Exhibit "B"). He stated that the office was located on 45<sup>th</sup> St. which was five minutes away from the Town and he lived a mile up Prosperity Farms Rd. and would be able to come to the Town in five minutes and can be on call for whatever the Town may need. He reviewed the "Communication, Time & Budget Requirements, and Workload of Team" (see page 22 of Exhibit "B"). He gave an overview of "Understanding the Town's Governmental Process" (see pages 24 through 25 of Exhibit "B"). He explained and reviewed "Why the Simmons & White Team?" would be the best firm for the Town (see pages 29 through 30 of Exhibit "B"). Mr. Renebaum thanked the Commission and concluded his presentation.

Commissioner Rumsey asked Mr. Renenbaum if the Commission made the right decision with regards to Poplar Court.

Mr. Renebaum stated that he thought that the Commission did the right thing. He stated that Poplar Court was a short street and there was no need to have the direct connection between residential and commercial. A temporary barrier mid-block was great but the ultimate solution would be to remove the pavement, abandoning the right of way from the commercial drive ways off Northlake all the way down to the adjacent residential

street from Poplar Court North to the commercial drives. He stated to make the commercial drives grass and give half the property to each of the adjacent owners and make that area residential.

Commissioner Rumsey stated that Mr. Renebaum had mentioned in his presentation that his firm was responsible for the utilities design of the City of West Palm Beach's Waterfront Commons Park. He stated that he just did an event at that park and was shocked by the electrical issues there. He stated that there were no electrical outlets. He asked Mr. Renebaum who was responsible for the electrical design of the park and why it was done that way.

Mr. Renebaum explained that Catalfumo was the General Contractor in charge who dealt directly with City of West Palm Beach staff Joan Goldberg and there were weekly meetings regarding the electrical services and the temporary disconnects from the library kept power in place while the library was being torn down, and the ultimate electrical services were a huge item of discussion. He stated that he was sad to hear that Commissioner Rumsey was not satisfied with the electrical service at the park. He stated that his firm was solely responsible for the paving, drainage, water, and sewer and they were not responsible for the number and location of electrical outlets but were responsible for making sure water and sewer was coordinated where it was designed.

Commissioner Rumsey asked how Mr. Downs would be utilized.

Mr. Renebaum stated that if something came up that he needed historical knowledge on, he would call Mr. Downs. He stated that Mr. Downs has been on his cell phone for 20 years and a personal family friend for as long as he could remember.

Commissioner Rumsey asked Mr. Renebaum what he would do if a staff member or Commissioner came to him and expressed an opinion that he believed was not good for the Town.

Mr. Renebaum stated that he would take it on a case by case basis. He stated that if the person was off the wrong track he would slip the Town Manager a note at an appropriate time. He stated that he would get the word out in the right manner.

Vice-Mayor Osterman asked Mr. Renebaum to tell her about his experience with LAP Certification.

Mr. Renebaum explained that the firm was a local agency provider and was currently working with the DOT on a Safe Route to School Grant and were selected by through an RFP process by Palm Beach County to do 10 mast arms for school zone flashers. It was a LAP certified project in which they had to coordinate with the DOT for more stringent LAP requirements.

Vice-Mayor Osterman asked if they had done any other LAP projects.

Mr. Renebaum stated that his firm had not done the lead on any other LAP projects but have been team members on other LAP projects.

Vice-Mayor Osterman asked Mr. Renebaum to explain mark-up billing with regards to sub-consultants.

Mr. Renebaum stated that his firm was committed to no mark-ups because they were taking the economic times into consideration.

Commissioner Hockman stated for the record that neither he or the person he worked for was involved in the electrical work for the City of West Palm Beach's waterfront park.

**Mayor DuBois recessed the meeting at 8:47 p.m. for a short break.**

**Mayor DuBois reconvened the meeting at 8:53 p.m.**

Tom Biggs, Executive Vice-President of Mock Roos introduced himself and began his PowerPoint presentation (see Exhibit "C"). He reviewed and explained the firm's services and credentials (see pages 2 through 7 of Exhibit "C"). He gave an overview and introduction of the directors and staff of the firm (see page 8 through 11 of Exhibit "C"). He explained how the firm was recognized for its "Stormwater Master Planning" (see pages 12 through 14 of Exhibit "C"). He explained and reviewed how the firm provided "NPDES Leadership and Assistance" (see pages 15 through 16 of Exhibit "C"). He explained and gave examples of how the firm has provided "Grant Funding Assistance" (see page 17 through 21 of Exhibit "C"). He explained how the firm has provided "GIS Assistance" (see pages 22 through 26 of Exhibit "C"). He gave an overview of the firm's "Engineering Reviews" (see page 26 of Exhibit "C"). He gave a "Summary" of the firm's specialties and expertise (see pages 27 through 28 of Exhibit "C"). He concluded his presentation and stated that he was ready for any questions the Commission may have.

Vice-Mayor Osterman asked Mr. Biggs to discuss the firm's experience with LAP Certification and LAP Certified projects.

Mr. Biggs stated that he did not have the answer for that and someone else on his staff would be able to answer that question.

Vice-Mayor Osterman asked if Mr. Biggs knew whether or not the firm has had any experience with LAP Certified projects.

Mr. Biggs stated that he did not know.

Vice-Mayor Osterman asked Mr. Biggs to explain any markup in their billing with regards to sub-consultants.

Mr. Biggs explained that mark-ups depended on the client and/or the project. He stated that for most clients they do not charge mark-up for sub-consultants.

Commissioner Rumsey stated that he thought that the Town would be too small for the firm and was afraid that the Town would not get the individualized attention that it needs. He asked Mr. Biggs how he would address that situation.

Mr. Biggs stated that the firm has been serving the Village of Golf for 30 years and they are also a small Town. He stated that they were a Palm Beach County firm and all of its employees live in Palm Beach County. He stated that he did not feel that the Town was too small for the firm.

Commissioner Rumsey asked if there would be one contact for the Town.

Mr. Biggs stated that he would be the Town's primary contact.

Mayor DuBois thanked Mr. Biggs for his presentation.

Mr. Biggs thanked the Commission.

Mayor DuBois asked the Commission to discuss which firms they liked or disliked.

Vice-Mayor Osterman stated that a firm with LAP Certification experience was very important for the Town to have.

Mayor DuBois stated that she was surprised that Mr. Biggs did not have an answer to the question regarding LAP Certification.

Commissioner Hockman stated that he has personally been involved in projects with the State, Cities, and Counties and had never heard of LAP Certification. He stated that LEAD Certification was the big issue that he is seeing more and more of in the industry but he has never been personally involved in a LAP Project.

Vice-Mayor Osterman stated that it would have to be a LAP Certified Town or City in order to have a LAP Project. She stated that it was very difficult and took a very long time for the Town to become LAP Certified. She stated that the Town was clamoring for grant money and did not want to lose any possibility of funding for LAP Projects.

Town Manager Davis stated that LAP Certification and LAP Projects have been around for a long time.

Commissioner Hockman stated that LAP Certification and LAP Projects have never come up in his experience. He stated that he has personally worked with all three firms who have given their presentation and all three were very good. They all provide quality service.

Commissioner Longtin asked Vice-Mayor Osterman if all of the questions on the sheet were asked of the firms.

Vice-Mayor Osterman clarified and explained what questions on the sheet were asked and the Town Manager provided new questions to the Commission that were not yet

asked. She explained that the Town was currently involved in a LAP project which was on Park Avenue. She stated in order to keep that project they would need an engineer who was experienced in LAP projects.

Commissioner Rumsey stated that it was telling to him that the first two firms questioned about LAP Certification immediately knew what it was and answered the questions quickly.

Mayor DuBois stated that she felt all three were qualified but she was focusing on the first two firms who gave their presentation.

Commissioner Rumsey asked Commissioner Hockman if Mock Roos was a good firm for the Town since they have large municipalities such as Boca Raton, and the City of Palm Beach Gardens. He stated that he was concerned about where the Town would rank with the firm and also asked him if he was concerned about that as well.

Commissioner Hockman stated that he was not concerned about how big or small the firm's clients were. He stated that he worked with Mock Roos and it was a key thing for them as well as the other firms, that when a client calls, you get back to them as soon as possible with what they need. An engineering company would not stay in business if they do not get back to their clients regardless of their size.

Commissioner Rumsey stated that he'd rather be a big fish in a small pond than a small fish in a big pond. He stated that he felt with Mock Roos the Town would be a small minnow in a big pond and with the other two the Town would be a major client for them. He stated that his fear was that the Town would be an afterthought to the firm because he felt that they would get back to a bigger client such as the City of West Palm Beach before they would get back to the Town of Lake Park. He asked Commissioner Hockman if he was comfortable with all three engineering firms.

Commissioner Hockman stated that he was comfortable with all three engineering firms and that he felt that they were all good firms.

Mayor DuBois stated that Simmons & White did not show any mark ups in their pricing.

The Commission ranked the three engineering firms as follows:

Commissioner Rumsey –  
1. Simmons & White  
2. Clark & McCarthy  
3. Mock Roos

Commissioner Longtin -  
1. Clark & McCarthy  
2. Simmons & White  
3. Mock Roos

Mayor DuBois -  
1. Simmons & White  
2. Clark & McCarthy  
3. Mock Roos

Vice-Mayor Osterman -  
1. Simmons & White  
2. Clark & McCarthy  
3. Mock Roos

Commissioner Hockman abstained from voting.

Based on the ranking of the engineering firms by the Commission, Simmons & White was the winning firm.

Vice-Mayor Osterman stated that staff would then begin negotiations with the firm and if an agreement could not be reached then Town Manager Davis would have to come back with those results in order for the Commission to vote to move on to the firm that was in second place.

Attorney Baird explained that if a negotiation could not be reached with the first firm, Town Manager Davis would not have to bring back those results to be voted on, she could automatically enter negotiations with the second firm and if no agreement could be reached with them she could then move on to the third.

Commissioner Hockman asked if any questions regarding the LAP Certification had been given to any of the engineering firms.

Town Manager Davis stated that those questions were not previously given to any of the engineering firms.

The Commission announced to the three engineering firms who they chose as first choice to the Town's new engineering consultant firm.

Commissioner Longtin stated to the representatives of the firms that it was a very hard decision for the Commission and that they were all good firms.

Vice-Mayor Osterman thanked the representatives for their presentations and stated that they were all good firms.

#### **COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Commissioner Rumsey** thanked the Palm Beach County Sheriff's Office and Lieutenant Palenzuela for the saturation patrols that they have been doing. He stated that they have been very successful and the community greatly appreciated. He congratulated staff on the newsletter and stated that it looked amazing. He requested bringing back for discussion the Town's yard sale sign ordinance. He stated that he had been receiving a lot of comments from residents regarding the issue. He stated that the yard sale signs are only allowed on the property having the yard sale.

**Community Development Director Sullivan** stated that the Ordinance does not allow for any off site signage. He stated that the Ordinance was passed by the Commission.

**Town Manager Davis** stated that the restrictions in the Ordinance were put into place at the request of the Commission.

**Commissioner Rumsey** asked that the yard sale sign issue be brought back for discussion. He stated that he felt that the Commission may have gone too restrictive in that Ordinance. He wished everyone a "Merry Christmas" and a "Happy New Year".

**Commissioner Longtin** stated that she has also received many complaints for over a long period of time regarding the restrictions on yard sale signs. She thanked Commissioner Rumsey on behalf of the citizens for bringing the issue up. She wished everyone a "Happy Holiday", "Merry Christmas" and a safe and "Happy New Year".

**Vice-Mayor Osterman** asked when the report regarding the irrigation on Flagler Blvd. would be coming back for discussion.

**Town Manager Davis** stated that the report on the Flagler Blvd. irrigation would be brought back to first Commission Meeting in January.

**Vice-Mayor Osterman** stated that she also concurred on the yard sale sign issue. She stated that she was confused because she thought that a total of four signs were allowed for yard sales. She wished everyone a "Happy Holiday".

**Commissioner Hockman** wished everyone a "Happy Holiday". He stated to "be safe", "don't drink and drive" and to watch the stop signs.

**Mayor DuBois** wished everyone a "Merry Christmas". She asked to please remember "Toys for Tots" and if anyone had the opportunity to place one toy in a box to please do so. She asked everyone to come to the "Holiday Craft Festival" on Park Avenue.

**Town Attorney Baird** reported that the Town was supposed to close on the South Florida Yacht property at 115 Federal Highway but the closing has been rescheduled to December 23, 2010. He wished everyone a "Merry Christmas".

**Town Manager Davis** stated that Santa's mailbox was in the Town Hall Lobby and he would be accepting mail all this week and next week and if anyone wanted to get a response to please bring the mail to the mailbox in the lobby.



**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rumsey and seconded by Vice-Mayor Osterman, and by unanimous vote, the meeting adjourned at 9:30 p.m.

\_\_\_\_\_  
Mayor Desca DuBois

\_\_\_\_\_  
Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2010

# TAB 2



**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: February 2, 2011

Agenda Item No. **2**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Agreement Between the Supervisor of Elections and the Town for the 2011 Municipal Election

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. J. Davis* Date: *1/25/11*  
*Vin Luby* *January 25, 2011*  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  <b>Town Clerk</b>	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Supervisor of Elections Contract F.S. 101.591 Voting System Audit Rule 1S-5.026 Post Election Certification Voting System Audit
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> <b>Town Clerk</b> <i>SMC</i> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>n/a</i></u>  Please initial one.

**Summary Explanation/Background:** The Supervisor of Elections (SOE) has developed an agreement which includes procedures that delineate municipal responsibilities vs. SOE responsibilities for the 2011 elections. This agreement has been provided to all of the Palm Beach County municipalities to ensure a smooth election cycle. Several changes have been made since last year's agreement, which are highlighted in red. The most significant change is the designation of the Supervisor of Elections and one Palm Beach County Commissioner to act as the municipality's Canvassing Board. Staff recommends approval.

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

## AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE "INSERT MUNICIPALITY NAME"

**THIS AGREEMENT**, is made and entered into this day of \_\_\_\_\_, ~~2010~~, **2011**, effective January 1, ~~2010~~ **2011**, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the "SOE", and the \_\_\_\_\_ [insert name of municipality], a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Municipality".

WITNESSETH:

**WHEREAS**, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

**WHEREAS**, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

**WHEREAS**, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

**WHEREAS**, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of [ Name of Municipality's ] General Municipal election is \_\_\_\_\_.  
It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise,

## PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

### 3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

### 4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:

#### A. Notice and Advertisement

##### (1) Municipality

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election and act as a member of the Municipality's Canvassing Board or designate the SOE and one Palm Beach County Commissioner to act as the municipality's Canvassing Board.
- (c) Provide SOE with any municipal boundary changes as soon as possible, but no later than 60 days prior to the municipal election.

##### (2) SOE

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.
- (b) If so designated, act as the municipality's Canvassing Board with one Palm Beach County Commissioner.

#### B. Qualifying Candidates

##### (1) Municipality

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

## (2) SOE

- (a) Verify signatures on any qualifying petitions submitted by candidates and notify the Municipality of such results upon the close of the candidate qualifying deadline.

## C. Ballots

### (1) Municipality

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

### (2) SOE

- (a) Layout, check, proof and delivery ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

## D. Equipment Testing

### (1) Municipality

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.

### (2) SOE

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Provide a representative to be present during the Logic and Accuracy testing if the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.
- (b) Conduct public Logic & Accuracy test.

## E. Early Voting – Optional

### (1) Municipality

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.

## PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

(e) Designate Early Voting sites thirty (30) days prior to each Election and notify SOE in writing of locations.

### (2) SOE

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

## F. Absentee Voting

### (1) Municipality

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

### (2) SOE

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

## G. Polling Places

### (1) Municipality

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used **no later than noon the Friday after the municipal candidate qualifying deadline.**
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

relocated.

## (2) SOE

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

## H. Precinct Supplies

### (1) Municipality

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

### (2) SOE

- (a) Provide Precinct Registers for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place.
- (f) Provide CD of voter file database for each polling place.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

## I. Poll Workers

### (1) Municipality

- (a) Contact, contract with and pay poll workers directly.
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

### (2) SOE

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.



## PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

### J. Election Day Support

#### (1) Municipality

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

#### (2) SOE

- (a) Assist in finding poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

### K. Ballot Tabulation/Counting of Election Results

#### (1) Municipality

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver all voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board **unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.**

#### (2) SOE

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) **Unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board,** assist and act as a member of the Municipality's Canvassing Board
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

### L. Post Election Day

#### (1) Municipality

#### (2) SOE

- (a) Provide the Municipal Clerk with an official certification of election results.

## PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

### M. Audit

#### (1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (b) Reimburse SOE for any staff overtime or other related expenses as may result from conducting the manual audit.

#### (2) SOE

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their canvassing board and then the Canvassing Board shall be responsible for the random selection.**
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

### N. Recount

#### (1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (b) Act as a member of the Canvassing Board **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

## (2) SOE

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) If the municipality designates the SOE and one Palm Beach County Commissioner as their Canvassing Board, the SOE shall be responsible for the administration of the Recount including recordings and minutes of the recount.
- (e) If the municipality has designated the SOE and one Palm Beach County Commissioner, the SOE shall review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (ef) Tabulate ballots and provide professional staff for equipment operations.
- (fg) Provide official certification as determined by the Canvassing Board.

## 5. INDEMNITY:

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$100,000 for any one person or beyond \$200,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. **In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.** Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs **including attorneys' fees** for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

## 6. TERM:

This Agreement shall begin on the effective date January 1, ~~2010~~ **2011** and continue for a term of one year in order to cover Special Elections, if any. It shall be automatically renewed in accordance with the same terms and conditions as set forth herein upon the adoption of a Resolution by the Municipality requesting the SOE to conduct the municipality's election for the applicable year or may be modified by mutual agreement of the parties; **provided, however, that either party may terminate this Agreement by providing the other party written notice of its intent to terminate no less than thirty days prior to the then applicable expiration date of the Agreement.** Provided further, that the failure of the Municipality to provide the SOE with written notice of **termination shall be conclusive evidence, upon which the SOE may rely, of the Municipality's**

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

intent to agree to a one year **renewal** of the Agreement, notwithstanding the lack of a Resolution of renewal being presented to the SOE or being enacted by the Municipality.

**7. CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement..

**8. NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimilie, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

<b>For the SOE:</b> Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	<b>For the Municipality:</b> <u>Name</u> <u>Street Address</u> <u>Municipality, FL</u> Attention: Manager
--	---

**9. SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**10. NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, ~~2010~~  
**2011**.

As to the SOE:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
Susan Bucher

Date: \_\_\_\_\_

As to the MUNICIPALITY:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Municipal Clerk

(Affix Municipal Seal)

INSERT NAME OF MUNICIPALITY

\_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

Attorney Baird's recommended changes  
in red.

AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE "INSERT  
MUNICIPALITY NAME"

THIS AGREEMENT, is made and entered into this day of \_\_\_\_\_, 2011, ~~effective January 1, 2011,~~ by and between the Palm Beach County Supervisor of Elections, an elected Constitutional county Officer of Palm Beach County, Florida, pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the "SOE", and the \_\_\_\_\_ Town of Lake Park ~~insert name of municipality~~, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during the Municipality's elections; and

WHEREAS, the SOE and the Municipality ~~have~~ wish to enter into this Agreement to set out the terms of the ~~is~~ coordinated program to which they have agreed.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, ~~the SOE and their respective~~ its constituents ~~and the SOE~~, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE ~~and staff~~ to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of the Municipality's ~~Name of Municipality's~~ General Municipal election is \_\_\_\_\_ It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing amongst

~~municipalities~~the municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the Mmunicipality that it is responsible for all costs of the election, incurred by the ~~office of the~~ SOE.

3. **FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge the Municipality~~ies~~ for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such ~~equipment~~ equipment. ~~In return, for which~~ the Municipality hereby agrees not to charge the SOE for polling places within its dominion and control. Examples of municipal elections fees and charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within ~~thirty~~ (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of ~~total~~ the total costs to small, medium and large municipalities are attached ~~hereto~~ hereto, and incorporated herein as Exhibit B.

4. **RESPONSIBILITIES OF ~~BOTH~~ THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

A. **Notice and Advertisement**

(1) **Municipality**

(a) Properly call and advertise the election according to Florida Statutes and the Municipality's ~~C~~harter at the Municipality's ~~its~~ own expense.

(b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the Mmunicipality's election and act as a member of the Municipality's Canvassing Board or designate the SOE and one Palm Beach County Commissioner to act as the Mmunicipality's Canvassing Board.

(c) Provide SOE with any municipal boundary changes as soon as possible, but no later than 60 days prior to the Mmunicipality's election.

(2) **SOE**

(a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

~~(a)(b)~~ If so designated, act as the Mmunicipality's Canvassing Board with one Palm Beach County Commissioner.

B. **Qualifying Candidates**

(1) **Municipality**

(a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.

(b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.

(c) Respond to all candidate inquiries and questions.



- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.

**(2) SOE**

- (a) Verify signatures on any qualifying petitions submitted by candidates and notify the Municipality of such results upon the close of the candidate qualifying deadline.

**C. Ballots**

**(1) Municipality**

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of the Municipality's said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

**(2) SOE**

- (a) Layout, check, proof and delivery ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

**D. Equipment Testing**

**(1) Municipality**

- (a) Provide ~~that~~ a representative who will be present during the Logic and Accuracy testing as noticed by SOE unless the Municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.

**(2) SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Provide a representative to be present during the Logic and Accuracy testing if the Municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.
- (c) Conduct public Logic & Accuracy test.

**E. Early Voting – Optional**

**(1) Municipality**

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting which have been incurred by the SOE.
- (b) Pay SOE for Early Voting supplies.



- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites ~~thirty~~(30) days prior to each Election and notify SOE in writing of locations.

(2) **SOE**

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

**F. Absentee Voting**

(1) **Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

(2) **SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

**G. Polling Places**

(1) **Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing ~~thirty~~(30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be

moved to another site.

(f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

**(2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

**H. Precinct Supplies**

**(1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

**(2) SOE**

- (a) Provide Precinct Registers for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place.
- (f) Provide CD of voter file database for each polling place.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

**I. Poll Workers**

**(1) Municipality**

- (a) Contact, contract with and pay poll workers retained by the Municipality directly.
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

**(2) SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

**J. Election Day Support**

**(1) Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

**(2) SOE**

- (a) Assist in finding poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

**(1) Municipality**

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver all voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.

**(2) SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board, assist and act as a member of the Municipality's Canvassing Board
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the ~~Municipal Clerk~~ Municipality's Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

**L. Post Election Day**

**(1) Municipality**

(2) SOE

- (a) Provide the Municipality's Clerk with an official certification of election results.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

M. Audit

(1) Municipality

- (a) Provide that the ~~Municipal Municipality's~~ Clerk ~~is~~ ~~will be~~ responsible for the administration of the audit unless the ~~M~~municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.
- (b) Reimburse SOE for any staff overtime or other related expenses as may result from conducting the manual audit.

(2) SOE

- (a) Organize precinct information to allow the Municipality's Clerk to randomly select the race and precinct(s) that shall be audited unless the ~~M~~municipality has designated the SOE and one Palm Beach County Commissioner to be their canvassing board and then the Canvassing Board shall be responsible for the random selection.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and ~~publically~~publicly post manual audit result to SOE WEB site.

N. Recount

(1) Municipality

- (a) Provide that the Municipality's Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.
- (b) Act as a member of the Canvassing Board unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board unless the ~~M~~municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams ~~Florida the S~~statutes and ~~the~~ rules of ~~the~~ Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-

2.027. Standards for Determining Voter's Choice on a Ballot unless the Municipality has designated the SOE and one Palm Beach County Commissioner to be its/their Canvassing Board.

(g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) **SOE**

(a) Post public notice(s) of the Recount with the time and location.

(b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.

(c) Provide counting teams for examining out stacked ballots.

(d) Prepare and organize ballots for Recount processing.

(e) If the Municipality designates the SOE and one Palm Beach County Commissioner as their Canvassing Board, the SOE shall be responsible for the administration of the Recount including recordings and minutes of the recount.

(f) If the Municipality has designated the SOE and one Palm Beach County Commissioner, the SOE shall review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.

(g) Tabulate ballots and provide professional staff for equipment operations.

(h) Provide official certification as determined by the Canvassing Board.

5. **INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$100,000 for any one person or beyond \$200,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the Municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The Municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. **TERM:**

This Agreement shall begin on the effective date January 1, 2011 and continue for a term of one year in order to cover Special Elections, if any. It shall be automatically renewed in accordance with the same terms and conditions as set forth herein upon the adoption of a Resolution by the Municipality requesting the SOE to conduct the municipality's election for the applicable year or

may be modified by mutual agreement of the parties; provided, however, that either party may terminate this Agreement by providing the other party written notice of its intent to terminate no less than ~~30~~<sup>thirty</sup> days prior to the then applicable expiration date of the Agreement. Provided further, that the failure of the Municipality to provide the SOE with written notice of termination shall be conclusive evidence, upon which the SOE may rely, of the Municipality's intent to agree to a one year renewal of the Agreement, notwithstanding the lack of a Resolution of renewal being presented to the SOE or being enacted by the Municipality.

**7. CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement..

**8. NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimilie, registered mail,- or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE:	For the Municipality:
Supervisor of Elections	<u>Name</u>
240 S. Military Trail	<u>Street Address</u>
West Palm Beach, Florida 33415	<u>Municipality, FL</u>
Attention: Susan Bucher	<u>Attention: Manager</u>

**9. SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**10. NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, ~~2010~~ 2011.

As to the SOE:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
Susan Bucher

Date: \_\_\_\_\_

**As to the MUNICIPALITY:**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Municipal Clerk

(Affix Municipal Seal)

INSERT NAME OF MUNICIPALITY

\_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

#### 101.591 Voting system audit.

- (1) Immediately following the certification of each election, the county canvassing board or the local board responsible for certifying the election shall conduct a manual audit of the voting systems used in randomly selected precincts.
- (2) The audit shall consist of a public manual tally of the votes cast in one randomly selected race that appears on the ballot. The tally sheet shall include election-day, absentee, early voting, provisional, and overseas ballots, in at least 1 percent but no more than 2 percent of the precincts chosen at random by the county canvassing board or the local board responsible for certifying the election. If 1 percent of the precincts is less than one entire precinct, the audit shall be conducted using at least one precinct chosen at random by the county canvassing board or the local board responsible for certifying the election. Such precincts shall be selected at a publicly noticed canvassing board meeting.
- (3) The canvassing board shall post a notice of the audit, including the date, time, and place, in four conspicuous places in the county and on the home page of the county supervisor of elections website.
- (4) The audit must be completed and the results made public no later than 11:59 p.m. on the 7th day following certification of the election by the county canvassing board or the local board responsible for certifying the election.
- (5) Within 15 days after completion of the audit, the county canvassing board or the board responsible for certifying the election shall provide a report with the results of the audit to the Department of State in a standard format as prescribed by the department. The report shall contain, but is not limited to, the following items:
  - (a) The overall accuracy of audit.
  - (b) A description of any problems or discrepancies encountered.
  - (c) The likely cause of such problems or discrepancies.
  - (d) Recommended corrective action with respect to avoiding or mitigating such circumstances in future elections.

History.

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**Rule 1S-5.026 Post-Election Certification Voting System Audit.**

(1) **General application.** The provisions of this rule apply to a manual audit of a voting system to be conducted after certification of an election. The purpose of the manual audit is to ensure that the voting system deployed in the election tabulated all votes properly. A manual audit is not required in any election in which only paper ballots are used and are not tabulated by a voting system.

(2) **Definitions.** For purposes of this rule only, the term:

(a) "Audit team" means a two-person team that manually sorts and tallies the votes. The audit team may consist of employees of the supervisor of elections, poll workers or other temporary personnel acting under the direction of the county or other local canvassing board.

(b) "Ballot image" means an electronic record of the content of a ballot cast by a voter and recorded by the voting device.

(c) "Ballot image report" means the printout of ballot images for each machine or precinct generated.

(d) "Board" means the county canvassing board or other local board responsible for certifying the election. The board shall be governed by the provisions of section 102.141, Florida Statutes, including the process for substitution in the event a member is unable to serve.

(e) "Manual audit" means a public manual tally of the votes cast in one randomly selected race that appears on a ballot in one or more randomly selected precincts.

(f) "Marksense ballot" means the printed sheet of paper, used in conjunction with an electronic or electromechanical vote tabulation voting system, containing the names of candidates, or an issue such as a proposed constitutional amendment or other public measure submitted to the electorate at any election, on which an elector casts his or her vote.

(g) "Race" means any contest for filling a candidate office or voting on an issue. Races for state or county executive committees of political parties are not included since these races do not constitute races for candidates pursuant to s. 97.021(4), F.S.

(3) **Forms.**

(a) The following forms are used in this rule and are incorporated by reference:

1. Form DS-DE 105 A, entitled "Audit Team Worksheet for Direct Recording Electronic Ballots" (eff. 10-16-08)

2. Form DS-DE 105 B, entitled "Audit Team Worksheet for Marksense Ballots" (eff. 10-16-08).

3. Form DS-DE 106, entitled "Precinct Summary" (eff.10-16-08).

4. Form DS-DE 107 entitled "Post-Election Certification Voting System Audit Report" (eff.10-16-08).

(b) Copies of the forms may be obtained from the Division of Elections, Room 316, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, from the Division of Elections website at: <http://election.dos.state.fl.us>, or by contacting the Division of Elections at (850)245-6200.

**(4) Board duties.** The Board must:

(a) Publish at least a 24-hour advance notice of the meeting to conduct the random race and precinct selection and the meeting to conduct the manual audit. The notice may be published before the official certification of the election results but neither the random selection nor the manual audit can occur until after the certification. The notice shall include the date, time and place for each meeting. Notice shall be posted in four conspicuous places in the county and on the home page of the county supervisor of elections' website. A link to the notice on the county supervisor of election's homepage will satisfy the website notice requirement.

(b) Conduct, complete and make available the results of a manual audit of a voting system no later than 11:59 p.m. of the 7<sup>th</sup> day following the official certification of election results.

(c) Submit to the Department of State a report of the audit results in accordance with the report format prescribed in subsection (10) within 15 days after the manual audit is completed.

**(5) Random Selection of Race and Precincts.**

(a) The Board shall determine the method of random selection of the race and precincts to be audited. The selection method must be done manually and independent of any software program, and on a random basis using a uniform distribution in which all races have an equal chance of being selected and all precincts in which the selected race appears have an equal chance of being selected. Examples of such selection may include selection by drawing lots or by using a ten-sided die. However, the selection method should be done in a way that the public is assured that all races as defined in rule that appear on the ballot

are included in the random selection of the race, and that all precincts containing the selected race are included in the random selection of the precinct or precincts.

(b) The Board shall first randomly select a race from all available races on the ballots. In the event that multiple municipal or other local elections are held on the same day in a county and the county canvassing board certifies the elections, one manual audit will cover all elections held on that day and all races involved in the elections shall be available for selection of the race and precincts.

(c) The Board shall next randomly select two percent of the precincts in which the selected race appears. If two percent of the precincts equals less than a whole number, the number of precincts to be audited shall be rounded up to the next whole number.

**(6) General Procedures.**

(a) A majority of the Board shall be present at all times until the manual audit is completed.

(b) Prior to the beginning of the manual audit, the Board shall jointly review the rules and statutes governing audit procedures. The Board shall also review the security procedures for manual audits established by the Supervisor of Elections pursuant to subsection (11).

(c) The Board shall ensure that, at a minimum, the minutes of the manual audit proceedings are taken and promptly recorded and maintained.

(d) The Board shall conduct the manual audit in a room large enough to accommodate the following, at a minimum: the board, the audit teams and, if present, two public observers per audit team. If a large public turnout is anticipated, the Board should take reasonable steps to select the largest available public meeting room to accommodate the turnout. In the event that the room is not large enough to accommodate all public observers present, the Board shall provide for the random selection of the observers from among those present just prior to the beginning of the manual audit. The observers shall be allowed to witness the audit team's activities but may not interfere with the proceedings. The Board shall announce the procedures that will allow any departing public observers to be replaced by other observers.

(e) The Board may adopt reasonable rules and policies to ensure the public does not interfere or otherwise disturb the manual audit, including taking whatever reasonable action is necessary to have disruptive and unruly persons removed by law enforcement officials.

(f) The Board shall appoint as many audit teams as necessary to assist in the manual audit. The Board shall resolve any disagreement on the handling or processing of a ballot by an audit team in accordance with the rule.

(g) No person except the Board, an employee of the Supervisor of Elections or a member of an audit team shall handle any ballot or ballot container, or interfere with or obstruct the orderly manual audit.

(h) To the extent possible, the certified result from the selected race and precinct(s) to be audited shall not be disclosed in advance to the audit teams.

**(7) Specific procedures-direct recording electronic voting machine ballots.** The Board and the audit teams shall follow these specific audit procedures for votes cast on direct recording electronic machines:

(a) The Board shall order the printing of one official copy of the ballot image report from each machine to be audited. The ballot image shall constitute the ballot for purposes of the tally in accordance with this subsection.

(b) The Board shall differentiate among the voter's various choices in the selected race by assigning a distinct color code to each possible choice in that race.

(c) The audit team shall highlight the voter's choice on the ballot image report in accordance with the assigned color code.

(d) The audit team shall then tally the results and write the number of votes for each candidate or issue choice on the Audit Team Worksheet for DRE Ballots (DS-DE 105 A).

(e) The audit team shall otherwise examine the ballot images and follow the procedures used under subsection (8) for tallying and recording the votes.

**(8) Specific procedures-optical scan machine ballots.** The Board and the audit teams shall follow these specific audit procedures for votes cast on optical scan machines:

(a) The manual audit shall include a tally of the selected race for the selected precinct or precincts of ballots cast on Election Day and during the Early Voting period, absentee ballots (to include absentee ballots cast by uniformed and overseas citizens), and provisional ballots.

(b) The tally shall be of the marksense ballots that were tabulated by the voting system.

(c) Ballots cast at the precinct on Election Day, early voted ballots, absentee ballots and provisional ballots for each precinct shall be audited separately.

(d) In order to distinguish between errors attributable to improper marking of the ballot versus voting system tabulation error, each audit team shall examine a ballot and if in agreement, shall place a ballot into one of the following stacks:

1. Ballots on which the voter overvoted in the selected race.
2. Ballots on which the voter undervoted in the selected race.
3. Ballots on which the voter marked the race in a manner that should have been read by the voting system tabulator.
4. Ballots on which the voter marked the race in a manner that might not have been read by the voting system tabulator (deemed questionable ballots).

(e) The audit team shall sort the ballots that were stacked in subparagraph (8)(d)3. according to the voter's choice in the selected race. For example, all ballots with votes for Candidate A should be placed in one stack and all ballots with votes for Candidate B should be placed in another stack. The audit team members shall then tally the number of ballots in each of those stacks and write the number of votes for each candidate or issue choice in the specific race on the Audit Team Worksheet for Marksense Ballots (DS-DE 105 B).

(f) The audit team members shall also tally the number of ballots for each stack as separated in subparagraphs (8)(d)1., 2., and 4. and write the number of ballots in each stack on the Audit Team Worksheet for Marksense Ballots (DS-DE 105 B).

(g) The manual audit shall continue until completed. A recess may be called but procedures, established by the supervisor of elections, for securing the tally results and ballots shall be followed during the recess.

**(9) Results Compilation.**

(a) The board shall direct the supervisor to print a report from the voting system for the precincts selected which provides the group detail of the number of ballots for Election Day, early voting, absentee, and provisional. The provisional number may be included in one of the other numbers. This report will

be what the board shall compare to the audit teams' manual count. The report shall not be provided to the audit team members.

(b) After the audit team has finalized its tally, the Board shall compile the results and compare the manual tally under subsections (7) and (8) to the official vote totals for the selected race in the selected precinct(s).

1. If the manual tally and official vote totals match for that precinct, this result is to be listed on the Precinct Summary form (DS-DE 106).

2. If the manual tally and official vote totals do not match, the Board shall determine if the difference can be reconciled by reviewing the official totals and the stack set out pursuant to paragraph (8)(d)1., 2, and 4. If the re-tally and totals still do not match, the Board shall direct a different audit team, if available, to conduct a manual re-tally.

3. If the re-tally and totals still do not match, the Board shall direct the audit team, to review the paper ballot tabulator printed tapes or reports for the number of ballots cast in the selected race and precinct(s). If the number of ballots cast in the selected race from the printed tapes or reports does not match the number of ballots audited, the canvassing board shall take the steps necessary to resolve the discrepancy. If that tally and official totals still do not match, that manual tally and difference are to be noted on the Precinct Summary form (DS-DE 106).

(10) **Audit Report.** The Board shall submit its report to the Department of State using the "Post-Election Certification Audit Report" (DS-DE 107). Each audit report shall be accompanied by a completed Precinct Summary form (DS-DE 106) for each precinct audited. The report shall also include a description of:

(a) The overall accuracy of the audit.

(b) Problems or discrepancies encountered, if any.

(c) The likely cause of any problems or discrepancies encountered, if any.

(d) Recommended corrective or remedial actions for any problems or discrepancies encountered, for purposes of avoiding or mitigating such problems or discrepancies in future elections.

(11) **Security procedures.** Each county supervisor of elections pursuant to its responsibility under section 101.015, F.S., shall ensure that its security procedures include procedures relating to the

security of ballots, chain of custody controls, protocols for authorized access and secure storage of ballots that may be used in a manual audit.

Specific Authority 20.10(3), 97.012(1), 101.591, 101.5911 FS. Law Implemented 101.591, FS. History--  
New 10-16-08.

**Palm Beach County Supervisor of Elections Office**

**Summary of Activity For Municipal Elections**

	<u>Costs</u>	
<b><u>ABSENTEE BALLOTS</u></b>	<b><u>\$3.75</u></b>	<b>Cost per AB Ballot processed</b>
* Process Absentee Ballot Requests	0 45	
* Prepare and mail Absentee Ballots (machine use, staff time, voter file, postage), record/verify absentee ballot returns, prepare/opening of absentee ballots for tabulation	2 25	
* Provide absentee voting - prep and mailing	1 00	
* Notification to Absentee Ballot and provisional voters on the disposition of Canvassing Board	0 05	
<b><u>MUNICIPAL PACKAGE</u></b>	<b><u>\$2,338</u></b>	<b>Cost per Municipal</b>
* Arrange for translating, printing and recording of audio ballot	127	
* Provide polling place supplies – signs, cones, tables, chairs, etc.	25	
* Assist in finding poll worker replacements	54	
* Develop master CD compilation for precinct advisors	72	
* Provide certification of registered voters after book closing	60	
* Prepare Absentee Ballot, Edge layout and Sample Ballot	264	
* Publish legal notices for L&A testing, canvass and post elections and news releases on book closing, absentee ballots and other election related news	180	
* L&A test - development of a unique test script, manual ballot marking, pretesting for comparisons and pulling equipment for public tests	193	
* Election Day support (SOE staff and phone bank)	133	
* Election night support (SOE staff, vote tabulation and vote certification)	710	
* Assist municipality with canvass of Absentee Ballots, schedule canvass and act as member of Canvassing Board	290	
* Post election results on WEB site and Channel 20	94	
* Interface with candidates, press, city staff, city attorneys regarding Election Law	121	
* Conduct mandatory audit post election	14	
<b><u>PRECINCT SERVICES</u></b>	<b><u>\$155</u></b>	<b>Cost per precinct</b>
* Copy of current polling place contract	0 15	
* Provide Clerks with cell phone, precinct registers, affidavits, bags, etc.	20 00	
* Delivery and Pick up of voting equipment to training locations	8 46	
* Prepare precinct scanners and ADA Touch screen equipment	3 32	
* Prepare equipment cabinets and routing of voter equipment	14 65	
* Copy of current poll workers	0 15	
* Create and retain voting history (post elections)	25 61	
* Plan training class locations/train pollworkers/provide printed training materials	68 33	
* Provide laptop computers for Precinct Advisors	13 93	
* Provide CD of voter file database for Precinct Advisors	0 50	
<b><u>OPTIONAL SERVICES</u></b>		
* Registered Voters List, Mailing Labels, checks and verifications		
* Petition Signatures		
* EV Ballot printing costs (Runbeck BOD)		
* Early voting support		
* Run-offs, re-counts, costs, location, procedures,		
* Court challenges, legal expenses		
* Hire temporary staff as required		



**PALM BEACH COUNTY SUPERVISOR OF ELECTIONS**

**Municipal Elections Charges**

**EXAMPLE OF MUNICIPAL COSTS \***

<u>MUNICIPALITY</u>	<u>MUNICIPAL PACKAGE</u>	<u>ABSENTEE BALLOTS</u> # ballots @3.75	<u>PRECINCTS</u> # precincts @ \$155	<u>TOTAL COST</u>
HAVERHILL	\$2,338	40 \$150	4 \$620	\$3,108
RIVIERA BEACH	\$2,338	1,209 \$4,534	16 \$2,480	\$9,352
BOCA RATON	\$2,338	3,304 \$12,390	47 \$7,285	\$22,013

\* The volume of Absentee Ballots and precincts is based on 2009 election data  
 \* Costs do not include costs currently absorbed by municipalities i.e.: pollworker payroll, precinct rentals, advertising, security, and equipment delivery

# TAB 3

**Town of Lake Park Town Commission  
Agenda Request Form**

**Meeting Date: February 2, 2011**

**Agenda Item No. 3**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT: Renewal of Intergovernmental Consultant (Lobbyist) Agreement**

**RECOMMENDED MOTION/ACTION: Approve**

**Approved by Town Manager** W. Davis **Date:** 1/25/11

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

<b>Originating Department:</b>  Town Manager	<b>Costs: \$ 13,500</b>  <b>Funding Source: Town Commission Professional Services</b> Acct. #	<b>Attachments:</b> Agreement for Professional Services, and Letter from Fausto Gomez
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background: The Intergovernmental Consultant Agreement expires on February 6, 2011. Consultant Fausto Gomez reduced his fee structure by 10% for Fiscal**

**Year 2009/10. The total fee for the contract was \$30,000. The 10% reduction brought the total contract price to \$27,000. He has agreed to maintain the same fee structure again for Fiscal Year 2010/11. The Town's CRA shares the expense by 50%, therefore the cost to the general fund is \$13,500, which has been budgeted accordingly.**

**Attached please find a letter from Mr. Gomez, which provides a brief description of some of the critical issues that he is working on for the Town. Mr. Gomez will also discuss the status of these issues at the February 2, 2011 Commission Meeting. Staff recommends renewal of this agreement.**

# GÓMEZ BARKER ASSOCIATES, INC.

Government Relations & Public Affairs Counselors  
2350 Coral Way, Suite 301  
Miami, Florida 33145  
Telephone (305) 860-0780  
Facsimile (305) 860-0580  
[www.gomezbarker.com](http://www.gomezbarker.com)

January 5, 2011

JAN 10 2011

Ms. Maria V. Davis  
Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

*Town Of Lake Park  
Office Of Town Manager*

Dear Maria:

I am pleased to represent the Town of Lake Park and to work with the Mayor, Commissioners, and you and your staff in order to continue bringing state fiscal and policy benefits for the residents of Lake Park.

Notwithstanding the difficult budget circumstances, we secured and protected an initial funding allocation and obtained monies for the Library. Additionally, our firm helped protect the Town's revenue base by successfully working to defeat various bills that would have imposed Revenue Caps as well as Property Tax Caps, established a moratorium on impact fees, and removed sovereign immunity protection from Bert Harris claims. On the policy front we were successful in defeating legislation that would have relaxed zoning regulations for community residential homes and focused a tremendous amount of legislative effort on the SOBER Home issue. Lake Park has generated considerable legislative momentum and has spearheaded a coalition of cities and groups that are opposed to the clustering of SOBER Homes in residential neighborhoods. Not only did we introduce and have passed on the floor of the House of Representatives an amendment, and secured Senate sponsorship, but due to our efforts the Department of Children and Families has created a work group whose aim is to develop consensus legislation for this year. We are a member of that group and are intimately involved in the negotiations. The "Pill Mill" matter is another important issue for Lake Park and is a key subject of legislative interest. Since we learned of Lake Park's interest, my staff and I have followed the preliminary wrangling and will be working with the new leadership in Tallahassee to implement appropriate relief.

I understand that my Agreement with Lake Park expires in February and I am prepared to again offer my services at the current rate. This includes the 10% reduction we negotiated last year. Every local government in Florida has been impacted by state policy regarding property taxes as well as the general economic downturn and I want to assure you and the Town's elected officials that I am sensitive to that. My staff and I remain committed to Lake Park and look forward to continuing our relationship.

Please let me know if you need anything further. I appreciate your again considering me.

Sincerely,

  
Fausto B. Gomez

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 6 day of February, 2008 between the Town of Lake Park, Florida (hereinafter referred to as "Town") and Gomez Barker Associates, Inc., a Florida for profit corporation whose principal place of business is 2350 CORAL WAY, #301 MIAMI, FLORIDA 33145 Florida (hereinafter referred to as "Gomez Barker").

WHEREAS, the TOWN is a municipality and given 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 desires that Gomez Barker to provide the consulting services as specified herein, in support of the Town's government relations and public affairs efforts at the state government level; and

WHEREAS, Gomez Barker has represented and warranted that it has special professional qualifications and the ability to provide the consulting services required by the Town, and is willing and able to provide same under the terms and conditions set forth in this Contract; and

WHEREAS, Gomez Barker was selected by the Town of Cutler Bay through the Competitive Consultant's Negotiation Act ("CCNA") to provide the same services as required by the Town, and the Town has determined that is in the best interest of the Town of Lake Park to "piggy-back" off the Cutler Bay contract award to Gomez Barker.

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 Gomez Barker in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. **CONTRACT TERM.**

1.1 The term of this Agreement shall be for a period of one (1) year, commencing on commencing on February 7, 2008 and terminating on February 6, 2009 unless terminated earlier pursuant to the provisions contained herein. The effective date ("Effective Date") of this Agreement shall be on the date the Agreement is executed by the Mayor of the Town after approval of the Agreement by the Town Commission. The Town shall have the option of renewing the Agreement at the expiration of the initial one-year term by giving Gomez Barker written intent to renew at least thirty days before the expiration of the initial term. The parties agree that time is of the essence in the performance of each any every obligation under this Agreement.

2. **CONSIDERATION AND INVOICING.**

2.1 For the performance of the services described in the attached **Schedule A** ("Scope of Work"), the Town shall pay Gomez Barker the compensation provided for in the attached **Schedule B** ("Compensation").

2.2 **Reimbursable expenses.** Gomez Barker shall be reimbursed for out-of-pocket expenses directly chargeable to the services provided to the Town under this Agreement, at the actual cost incurred. Reimbursable expenses include, but are not limited to: the actual cost of the preparing materials for distribution, printing, deliveries, federal express services, postage. Gomez Barker shall not charge for facsimile transmittal, travel

time, or telephone calls. These expenses shall conform to rates and allowances set forth in Section 112.061, Florida Statutes with regard to per diem and traveling expenses. Identifiable communication expenses, reproduction costs, sub-consultant fees, overnight deliveries and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost. Prior to expending these expenses, Gomez Barker shall provide notice that an expense may be incurred.

2.3 Pursuant to Section 287.055(5)(a), Florida Statutes, execution of this Agreement by Gomez Barker shall act 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. Gomez Barker agrees that the Town may adjust the consideration for this Agreement 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 Agreement.

2.4 Gomez Barker's invoices shall be sent to the following address:

Town of Lake Park  
Town Manager  
545 Park Avenue  
Lake Park, FL 33403

2.5 Gomez Barker shall bill the Town on a monthly basis. The Town shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the Town, and provided Gomez Barker has



performed the work according to the terms and conditions of this Agreement to the satisfaction of the Town.

3. **CONTRACT PERFORMANCE.**

3.1 Gomez Barker shall perform all required services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. Gomez Barker agrees that any such information provided to it by the Town shall only be used for the performance of this Agreement, and shall not be divulged to a third-party.

4. **INDEPENDENT CONTRACTOR.**

4.1 Gomez Barker is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and Gomez Barker, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Gomez Barker is free to provide similar services for others.

4.2 Gomez Barker shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment in violation of this provision shall be void.

4.3 Gomez Barker shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

- 4.4 All acts to be performed by Gomez Barker in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.
- 4.5 Pursuant to Section 287.055(6), Florida Statutes, Gomez Barker warrants that it has not employed or retained any person, other than a bona fide employee working solely for Gomez Barker, to solicit or secure this Agreement. Further Gomez Barker warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for Gomez Barker, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the Town may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 4.6 Gomez Barker shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by Gomez Barker to fulfill its contractual obligations with the Town. Gomez Barker shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Agreement.
- 4.7 Gomez Barker, by its execution of this Agreement, acknowledges and attests that, neither it nor any of its affiliates who shall perform work which is intended to benefit the Town, have been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period

longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. Gomez Barker further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the Town, for any misstatement or lack of compliance with the mandates of said statute. The Town, in the event of such termination, shall not incur any liability to the Gomez Barker for any services provided.

5. **INDEMNIFICATION AND INSURANCE.**

5.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, Gomez Barker shall defend, indemnify, save, and hold the Town, including the Town Commission, and the Town's agents, elected and appointed officials, representatives, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by Gomez Barker, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. Gomez Barker further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement.

5.2 Gomez Barker shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Agreement, which must include the following coverages and minimum limits of liability:

a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of Gomez Barker 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 Gomez Barker and all subcontractors.

b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for 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.

c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of Gomez Barker.

- 5.3 The 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 Gomez Barker. 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 Gomez Barker to ensure that any subcontractors are adequately insured or covered under their policies.
- 5.4 All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work under this Agreement. The Town may at its discretion, require Gomez Barker to provide a complete certified copy of the insurance policy(s).
- 5.5 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: B+ to A+.
- 5.6 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.
- 5.7 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.

5.8 Violation of the terms of this Paragraph and its sub-parts shall constitute a material breach of the Agreement by Gomez Barker and the Town, at its sole discretion, may cancel the Agreement, and all rights, title and interest of Gomez Barker shall thereupon cease and terminate.

6. **TERMINATION.**

- 6.1 Either party may terminate this Agreement without penalty by giving thirty (30) days notice of termination to the other party. In the event the Town terminates the agreement it shall pay Gomez Barker all fees earned up to the date of termination on a per diem basis at the rate of \$82.19 per day for any partial month. In the event of termination, Gomez Barker shall provide Town with a status report describing all actions taken by the firm in furtherance of the Town's legislative goals up through the date of termination and all files and other documents in Gomez Barker's possession relating to the Town or its legislative goals. The Town shall reimburse all reasonable costs incurred through the date of termination as provided in **Schedule B, Section 2**, upon submission of documentation justifying the necessity and reasonableness of any such expenses. The Town reserves the right to withhold payment of any expenses, which the Town, in its sole discretion, deems, are not adequately documented and/or are unreasonable and/or unnecessary and/or excessive.
- 6.2 The Town may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Gomez Barker. The

performance of work under this Agreement may be terminated by the Town in accordance with this clause in whole, or from time to time in part, whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to Gomez Barker of a Notice of Termination. In the event of termination, the Town shall compensate Gomez Barker for all authorized and accepted work performed through the termination date. The Town shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The Town may withhold all payments to Gomez Barker for such work until such time as the Town determines the exact amount due to Gomez Barker.

7. **RECORDS RETENTION/OWNERSHIP/AUDIT.**

- 7.1 Gomez Barker understands that all documents produced by Gomez Barker pursuant to this Agreement are public records and Gomez Barker must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. Gomez Barker shall indemnify and hold the Town harmless from any demands, claims, actions or lawsuits of any kind regarding Gomez Barker's failure to comply with Chapter 119, F.S. related to public records. Gomez Barker shall permit the Town or its designated agent to inspect all records maintained by Gomez Barker, which are associated with this Agreement at the location where they are kept upon reasonable notice.
- 7.2 The Town has not performed a pre-audit of Gomez Barker's financial and/or accounting records to verify actual or average direct labor payroll

rates or verify the general overhead factor and profit margin. However, Gomez Barker shall permit the Town, or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit Gomez Barker's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this Agreement. This audit may be performed by the Town or a designated agency.

8. **GENERAL PROVISIONS.**

- 8.1 Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, 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. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.
- 8.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justiciable in federal court.
- 8.3 In the event any provisions of this Agreement shall conflict, or appear to



conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

- 8.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 8.5 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 8.6 This Agreement may be amended, extended, or renewed only with the written approval of the parties. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or

agreements previously existing between the parties with respect to the subject matter of this Agreement. Gomez Barker recognizes that any representations, statements or negotiations made by Town staff do not suffice to legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8.7 If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

ATTEST:

Vivian Mendez  
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK  
(TOWN SEAL)  
SEAL

FLORIDA

TOWN OF LAKE PARK, FL

By: Paul Castro  
for Paul Castro, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Thomas J. Baird  
Thomas J. Baird, Town Attorney

GOMEZ BARKER ASSOCIATES, INC.

BY: Fausto B. Gomez  
Printed Name: FAUSTO B. GOMEZ

Title: PRESIDENT

## SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state policy objectives of Lake Park, Gomez Barker will undertake the tasks outlines below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of Lake Park.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial or helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar,

Gomez Barker would "trial balloon" Lake Park's legislative plan in order to learn how decision makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of Lake Park should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.

3. **Presentation** – Gomez Barker will present the legislative program of Lake Park to the appropriate committees in both the House and Senate as well as meet individually with key legislators. The firm will testify and articulate the Town's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.

4. **Involvement and Coordination** – Lake Park officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session. These communications and meetings will be planned and coordinated

by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.

5. **Collateral Support** – Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for Lake Park. These will include the Palm Beach County League of cities, the Florida League of Cities, and the Florida Association of Counties. Gomez Barker will also review the legislative goals of other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on Lake Park's interests.
6. **Lobbying and Monitoring** – Gomez Barker will provide year-round, full-time, lobbying and representation at both the legislative and executive agency level. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring and follow-up occurs.
7. **Reporting** – Focused and accurate communication with Lake Park about the status of legislation, budget requests, or any other important issues will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote Lake Park's agenda to legislators, legislative staff, and executive officials so that a full understanding of the Town will facilitate legislative requests.

## SCHEDULE B

This sets forth the compensation payable by Lake Park to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$30,000 per annum. This shall be paid on the basis of a monthly retainer of \$2,500 per month, the first payment due on \_\_\_\_\_, 2008 and continuing on the 1<sup>st</sup> day of each month until the conclusion of this Agreement.
2. Lake Park agrees to reimburse Gomez Barker for any reasonable and appropriate expense, extraordinary in nature and incurred with the prior approval of the Town in the course of performing the services specified in this document. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$1,500 during the course of any annual period.

RESOLUTION NO. 10-02-08

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING FIRM OF GOMEZ BARKER & ASSOCIATES, INC., TO REPRESENT THE TOWN OF LAKE PARK BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE FLORIDA STATE GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town requires the services of a professional lobbyist firm to represent the Town before the Florida State Legislature and the Governor's Office, to ensure that the Town is fully advised with the respect to legislation that may and/or will effect the Town, and to ensure that the Town's priorities are brought to the attention of the applicable legislative and executive branches of state government; and

WHEREAS, the Town of Cutler Bay, Florida ("Cutler Bay") previously issued a Request For Proposals ("RFP") in accordance with the requirements of the Consultant's Competitive Negotiation Act ("CCNA"), requesting proposals from qualified appropriations and intergovernmental consulting firms interested in representing Cutler Bay at the state government level; and

WHEREAS, Cutler Bay received responses to the RFP from four (4) qualified firms; and

WHEREAS, an evaluation committee comprised of the town council of Cutler Bay, heard and received presentations from all four firms who had submitted proposals in response to the RFP, and selected the consulting firm of Gomez Barker Associates, Inc., as the most qualified firm to represent the Cutler Bay, as an appropriations and intergovernmental consultant before the executive, legislative, and other branches of the state government; and

WHEREAS, Town staff has recommended to the Town Commission of the Town of Lake Park, that it is in the best interest of the Town to "piggy-back" off of the Cutler Bay consulting contract, and to retain the services of Gomez Barker Associates, Inc.

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

**Section 1.** The foregoing recitals are true and correct findings of fact of the Town Commission of the Town of Lake Park, and are hereby incorporated herein by reference.

**Section 2.** Gomez Barker Associates, Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide appropriations and intergovernmental consulting services to the Town before the executive and legislative branches of the state government, and the Mayor is hereby authorized to execute a retainer agreement between the Town and Gomez Barker Associates, Inc.. The Agreement shall be reviewed as to form and legal sufficiency by the Town Attorney.

**Section 3.** This Resolution shall take effect immediately upon adoption.



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

	AYE	NAY
MAYOR PAUL W. CASTRO	/	—
VICE-MAYOR ED DALY	/	—
COMMISSIONER CHUCK BALIUS	/	—
COMMISSIONER JEFF CAREY	/	—
COMMISSIONER PATRICIA OSTERMAN	/	—

The Town Commission thereupon declared the foregoing Resolution NO. 10-02-08 duly passed and adopted this 6 day of February, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Paul W. Castro  
PAUL W. CASTRO  
MAYOR

ATTEST:

Vivian Mendez  
VIVIAN MENDEZ  
TOWN CLERK

TOWN OF LAKE PARK  
TOWN SEAL  
SEAL  
FLORIDA

Approved as to form and legal  
sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY

TOWN OF LAKE PARK, FLORIDA  
 REQUISITION TO PURCHASE  
 (NOT A PURCHASE ORDER)

Vendor # \_\_\_\_\_  
 Vendor: Gomez Barker Associates, Inc.  
2350 Coral Way, Ste 301  
Miami, FL 33145

Purchase Order # \_\_\_\_\_  
 Purchase Order Date: \_\_\_\_\_  
 Requisition No. \_\_\_\_\_  
 Date: 1-22-09

Deliver To: Town Manager

Required Delivery Date: \_\_\_\_\_

QUANTITY	UNIT DESCRIPTION	UNIT PRICE	AMOUNT	ACCT. NO.
	Renewal of Intergovernmental Consultant Services Agreement (Fausto B. Gomez)  Town Commission & CRA Professional Services  Consent Agenda Item Approved at 11/21/09 CRA and Town Commission meetings.			
	\$15,000 CRA Prof. Serv. 15,000 TOWN COMM. PROF. SERV.			
	TOTAL		\$ 30,000 <del>15,000</del>	

Reason for Purchase: \_\_\_\_\_

BUDGET CONTROL	
Balance Available	\$
Amount this Request	\$
Remaining Balance	\$

Approved \_\_\_\_\_  
 (Department Head)  
 \_\_\_\_\_  
 (Finance Department)  
W. Davis  
 (Town Manager)

**Lake Park Community Redevelopment Agency (CRA)  
Agenda Request Form**

Meeting Date: January 21, 2009

Agenda Item No. 2

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Renewal of Intergovernmental Consultant (Lobbyist) Agreement

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Executive Director

*[Signature]*

Date: 1/10/09

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

<b>Originating Department:</b>  <p style="text-align: center;">Executive Director</p>	<b>Costs: \$ 15,000</b>  <b>Funding Source:</b> Professional Services Acct. # _____	<b>Attachments:</b> Letter from Consultant Fausto Gomez
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk <u>FWL</u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____  Please initial one.

**Summary Explanation/Background:** The Intergovernmental Consultant Agreement expires on February 6, 2009. Consultant Fausto Gomez has agreed to maintain the same fee structure for Fiscal Year 2008/09. It is staff's opinion that Mr. Gomez performed admirably,

particularly give the economic climate. The total fee for the contract is \$30,000. The CRA shares the expense with the Town in the amount of \$15,000, therefore the cost to the CRA is \$15,000, which has been budgeted accordingly.

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# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 2, 2011**

**Agenda Item No. 4**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION      |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> CONSENT AGENDA  |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT: Addition of Land at Ballfields**

**RECOMMENDED MOTION/ACTION: Agree to Submit Grant Application to Florida Communities Trust**

Approved by Town Manager *He Davis* Date: *1/25/11*

**Virginia Martin, Grants Writer**  
Name/Title

**December 27, 2010**  
Date of Actual Submittal

<b>Originating Department:</b>  Grants	Costs: \$ 0  Funding Source: Florida Communities Trust  Acct. # <b>N/A</b>	<b>Attachments:</b> 1) Resolution 2) Willing Owner Statements 3) Map
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input checked="" type="checkbox"/> Grants <u><i>GM</i></u> <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 <u><i>GM</i></u> or Not applicable in this case <u><i>n/a</i></u>  Please initial one.

**Summary Explanation/Background: This is an exciting opportunity to add more park space for our residents through the Florida Community Trust (FCT). Through this program, we can**

**acquire contiguous parcels of land to create or expand parks and public recreation areas. There are NO matching funds required for populations under 10,000, and the FCT will do all the appraisal, negotiation, purchase and closing services for us as part of the total grant award as long as we keep the number of parcels purchased at the same time 11 or under. Staff has identified 11 parcels of land to the west of Bert Bostrom Park that qualify for the program. Acquiring this land would considerably enhance our ability to build a community center and expand park space in the CRA with funding from other sources. Until we are able to do this, the areas would provide additional green space for the community.**

**RESOLUTION NO. 03-02-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SUBMIT A FUNDING PROPOSAL TO THE FLORIDA COMMUNITY TRUST FOR THE PURPOSE OF RENOVATING AND FURTHER DEVELOPING THE BERT BOSTROM PARK (ALSO KNOWN AS THE 6<sup>TH</sup> STREET BALL FIELDS) FOR THE BENEFIT OF THE CITIZENS AND CHILDREN OF THE TOWN.**

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

**WHEREAS**, the Town desires to provide the citizens and children of Lake Park with appropriate venues for sporting and recreational activities; and

**WHEREAS**, the Town lacks the available financial resources to independently carry out a recreational development project at this time; and

**WHEREAS**, the State of Florida, through the Florida Community Trust has monies available for the purchase of land for the expansion of the park and recreational facilities on the site,

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida:

**SECTION 1.** The Town Commission has determined that it is in the best interests of the citizens of the Town to seek funding to expand and further develop Bert Bostrom Park.



**SECTION 2.** This project is incorporated as part of the 5 year Capital Improvement Plan adopted in October 2008.

**SECTION 3.** The Town Manager is hereby authorized and directed to submit a funding proposal to the Florida Community Trust for the expansion and further development of Bert Bostrom Park.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

# WILLING OWNER STATEMENT


TO: Town of Lake Park, FL  
Florida Communities Trust

RE: Lot # 0490 located 320 7<sup>th</sup> Street in the Town of Lake Park, Florida

TAX PARCEL #: 36434220010540490

I do hereby state that as the property owner(s) of the above referenced property, I am willing to entertain a purchase offer from the Town of Lake Park and Florida Communities Trust.

By: Robert J. Smith Jr. 320 7<sup>th</sup> St, Apt # 3  
Print Name Owner's Address

 Lake Park, FL 33403  
Signature of Property Owner City, State, Zip

By: \_\_\_\_\_ 225 445-6382  
Print Name Telephone Number

\_\_\_\_\_  
Signature of Property Owner

X 12/19/10  
Date Signed by Owner(s)

A second signature line is provided for your use if your property is jointly owned (for example, by both husband and wife). Please use the back of the paper for any additional names and signatures of owners of this property.

At your earliest convenience, please return this form in the enclosed,  
self addressed, stamped envelope to:  
Virginia Martin, Grants Writer  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Phone: 561-840-0610

# WILLING OWNER STATEMENT

TO: Town of Lake Park, FL  
Florida Communities Trust

RE: Lot # 0250 located at 217 7<sup>th</sup> Court in the Town of Lake Park, Florida

TAX PARCEL #: 36434220010540250

I do hereby state that as the property owner(s) of the above referenced property, I am willing to entertain a purchase offer from the Town of Lake Park and Florida Communities Trust.

By: Branden Grimshaw  
Print Name

PO Box 222123  
Owner's Address

  
Signature of Property Owner

W. Palm Beach, FL 33422  
City, State, Zip

By: \_\_\_\_\_  
Print Name

(561) 352-5176 investimpbc@  
Telephone Number gmail.com

\_\_\_\_\_  
Signature of Property Owner

1/7/11  
Date Signed by Owner(s)

A second signature line is provided for your use if your property is jointly owned (for example, by both husband and wife). Please use the back of the paper for any additional names and signatures of owners of this property.

At your earliest convenience, please return this form in the enclosed,  
self addressed, stamped envelope to:  
Virginia Martin, Grants Writer  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Phone: 561-840-0610

# WILLING OWNER STATEMENT

TO: Town of Lake Park, FL  
Florida Communities Trust

RE: Lot # 0420 located 230 7<sup>th</sup> Street in the Town of Lake Park, Florida

TAX PARCEL #: 36434220010540420

I do hereby state that as the property owner(s) of the above referenced property, I am willing to entertain a purchase offer from the Town of Lake Park and Florida Communities Trust.

By: JUNAS ST-FLEUR  
Print Name

2938 CANOE CIR  
Owner's Address

[Signature]  
Signature of Property Owner

SAINT CLOUD, FL 34772  
City, State, Zip

By: JUNIAS ST-FLEUR  
Print Name

(561) 685-3477  
Telephone Number

[Signature]  
Signature of Property Owner

0 12/12/10  
Date Signed by Owner(s)

A second signature line is provided for your use if your property is jointly owned (for example, by both husband and wife). Please use the back of the paper for any additional names and signatures of owners of this property.

At your earliest convenience, please return this form in the enclosed,  
self addressed, stamped envelope to:

Virginia Martin, Grants Writer

Town of Lake Park

535 Park Avenue

Lake Park, FL 33403

Phone: 561-840-0610

# WILLING OWNER STATEMENT

TO: Town of Lake Park, FL  
Florida Communities Trust

RE: Lot # 0320 located 701 Bayberry Drive in the Town of Lake Park, Florida

TAX PARCEL #: 36434220010540320

I do hereby state that as the property owner(s) of the above referenced property, I am willing to entertain a purchase offer from the Town of Lake Park and Florida Communities Trust.

By: Donill J. Kenney Jr.  
Print Name

251 Southern Blvd., WPB, FL 334  
Owner's Address

  
Signature of Property Owner

WPB, FL 33405  
City, State, Zip

By: \_\_\_\_\_  
Print Name

(561) 820-0090  
Telephone Number

\_\_\_\_\_  
Signature of Property Owner

11/28/10  
Date Signed by Owner(s)

A second signature line is provided for your use if your property is jointly owned (for example, by both husband and wife). Please use the back of the paper for any additional names and signatures of owners of this property.

**At your earliest convenience, please return this form in the enclosed,  
self addressed, stamped envelope to:  
Virginia Martin, Grants Writer  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Phone: 561-840-0610**

# WILLING OWNER STATEMENT

TO: Town of Lake Park, FL  
Florida Communities Trust

RE: Lot # 0360 located 218 7<sup>th</sup> Street in the Town of Lake Park, Florida

TAX PARCEL #: 36434220010540360

I do hereby state that as the property owner(s) of the above referenced property, I am willing to entertain a purchase offer from the Town of Lake Park and Florida Communities Trust.

By: Donill J. Keaney Jr.  
Print Name

251 Southern Blvd.  
Owner's Address

  
Signature of Property Owner

WPB, FL 33405  
City, State, Zip

By: \_\_\_\_\_  
Print Name

(561) 820-0090  
Telephone Number

\_\_\_\_\_  
Signature of Property Owner

11/29/10  
Date Signed by Owner(s)

A second signature line is provided for your use if your property is jointly owned (for example, by both husband and wife). Please use the back of the paper for any additional names and signatures of owners of this property.

At your earliest convenience, please return this form in the enclosed,  
self addressed, stamped envelope to:  
Virginia Martin, Grants Writer  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Phone: 561-840-0610

# WILLING OWNER STATEMENT

TO: Town of Lake Park, FL  
Florida Communities Trust

RE: Lot # 0220 located at 225 7<sup>th</sup> Court in the Town of Lake Park, Florida

TAX PARCEL #: 36434220010540220

I do hereby state that as the property owner(s) of the above referenced property, I am willing to entertain a purchase offer from the Town of Lake Park and Florida Communities Trust.

By: Joseph Fenelus  
Print Name

225 7<sup>th</sup> Court ~~225 7<sup>th</sup> Court~~  
Owner's Address

Joseph Fenelus  
Signature of Property Owner

Lake Park, FL 33403  
City, State, Zip

By: Thomase MOISE  
Print Name

(201) 294-3150  
Telephone Number

Thomase Moise  
Signature of Property Owner

November 17, 2010  
Date Signed by Owner(s)

A second signature line is provided for your use if your property is jointly owned (for example, by both husband and wife). Please use the back of the paper for any additional names and signatures of owners of this property.

**At your earliest convenience, please return this form in the enclosed,  
self addressed, stamped envelope to:  
Virginia Martin, Grants Writer  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Phone: 561-840-0610**

# WILLING OWNER STATEMENT

TO: Town of Lake Park, FL  
Florida Communities Trust

RE: Lot # 0120 located at 315 7<sup>th</sup> Court in the Town of Lake Park, Florida

TAX PARCEL #: 36434220010540120

I do hereby state that as the property owner(s) of the above referenced property, I am willing to entertain a purchase offer from the Town of Lake Park and Florida Communities Trust.

By: Bobby Q. Soles  
Print Name

1748 JUPITER COVE DR. #618  
Owner's Address

Bobby Q. Soles  
Signature of Property Owner

JUPITER, FL. 33469  
City, State, Zip

By: \_\_\_\_\_  
Print Name

(561) 747-0864 cell 561-386-6392  
Telephone Number

\_\_\_\_\_  
Signature of Property Owner

11-17-10  
Date Signed by Owner(s)

A second signature line is provided for your use if your property is jointly owned (for example, by both husband and wife). Please use the back of the paper for any additional names and signatures of owners of this property.

**At your earliest convenience, please return this form in the enclosed,  
self addressed, stamped envelope to:  
Virginia Martin, Grants Writer  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Phone: 561-840-0610**






Gary R. Nikolits, CFA  
 Palm Beach County Property Appraiser  
 Property Mapping System



<b>Search</b>		<b>Parcel Details</b>	
<b>Owner information</b>			
PCN: 36434220010570010			
<b>Return to PAPA</b>			
Name: <b>CLARK KAFFIE</b>			
Location: <b>612 DATE PALM DR</b>			
Mailing: <b>612 DATE PALM DR</b>			
<b>LAKE PARK, FL 33403 3227</b>			
<b>Appraisal Value</b>			
Market Value:		\$179,717	
Assessed Value:		\$99,769	
Exempt Amnt:		\$25,000	
Taxable:		\$74,769	
<b>Tax Value</b>			
Ad Valorem:		\$1,648.88	
Non ad valorem:		\$281.80	
Total:		\$1,930.68	
<b>Sales Information</b>			
<b>Sales Date</b>		<b>Price</b>	
Jan-1972		\$29,200	
Jan-1977		\$39,900	
Oct-1986		\$100	
Oct-1997		\$81,900	
Oct-2001		\$100,000	
Jan-2002		\$10	
Jan-2002		\$104,500	

**Legend**

-  Parcel Boundary
-  Lot number

**Palm Beach County Property Map**  
 Map Scale 1:3550

Map produced on 5/6/2008 from PAPA  
<http://www.pbcgov.com/papa>

# TAB 5



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** February 2, 2011

**Agenda Item No.** 5

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Resolution Appointing Poll Workers For The 2011 Mayoral Municipal Election.

**RECOMMENDED MOTION/ACTION:** Approval

Approved by Town Manager W. J. Davis Date: 1/25/11  
Vin Luby January 25, 2011  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  Town Clerk	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> <b>Resolution</b>
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <u>YML</u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

**RESOLUTION NO. 04-02-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING INDIVIDUALS TO SERVE AS ELECTION POLLWORKERS: AS CLERKS, COMPUTER LAPTOP OPERATORS, AND INSPECTORS FOR THE GENERAL ELECTION ON TUESDAY MARCH 8, 2011 FOR THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park will conduct a general election on Tuesday, March 8, 2011 to elect a Mayor for the Town Commission of the Town of Lake Park, Florida; and

**WHEREAS**, in order to promptly conduct this election, it is necessary to appoint individuals to serve as clerks, computer laptop operators, and inspectors.

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

**SECTION 1.** The Town Commission hereby appoints the following persons to serve as clerks, computer laptop operators, and inspectors for the March 8, 2011 General Election:

**Precinct 7022—Community United Church of Christ**

**Clerk:** Mildred Cottrell  
**Inspectors:** Mary Miller  
Marie Antoin Jean-Pierre  
Ronnie Lee Cohen  
Allen Mortin  
**Laptop Operator:** Mary Ngati

**Precinct 1182, 1183, 1188, 1190-St. John Lutheran Church**

**Clerk:** Genanne Doughty  
Freddie Calloway  
**Inspectors:** Charles Hallden, Jr.  
Marie Carroll  
Lee Venable  
Alfred Francois  
Sharon Browning  
**Laptop Operator:** Virginia Smith

**Precinct 1184—Lake Park Town Hall**

**Clerk:** Marion Harrison  
**Inspector:** Jose Alabau

Barbara Thrasher  
Betty Bennett  
**Laptop Operator:** Akia Davis

**Section 2.** The poll workers are hereby directed to conduct the General Election in accordance with Florida law, and in such a manner to prevent fraud, deceit and abuse; and to make the returns of the election public in the manner prescribed by law.

**Section 3.** This Resolution shall take effect immediately upon adoption.

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 2, 2011**

**Agenda Item No. 6**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION      |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> CONSENT AGENDA  |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Resolution No. -2011 Authorizing Execution of an Agreement between the Town of Lake Park and Simmons & White, Inc. for General Engineering Consultant Services.

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager Richard Pittman Date: 1/26/11

Richard Pittman, CRA Project Manager  
Name/Title

01/26/2011  
Date of Actual Submittal

<b>Originating Department:</b> Administration	Costs: \$ 0  Funding Source: N.A. Acct. # N.A.	<b>Attachments:</b> Resolution No. Contract
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: Sept. 5, 2010 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 <u>RP</u> or Not applicable in this case _____  Please initial one.

**Summary Explanation/Background:** On September 5, 2010, the Town solicited for a consultant to perform General Engineering Consulting Services for the Town. Per Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act, the Town went through a

**selection process culminating in the Town Commission interviewing and ranking three firms. On December 15, 2010 the Town Commission selected the firm of Simmons & White, Inc. to perform General Engineering Consulting Services.**

**Administration has discussed contract issues with Mr. Rob Rennebaum, President of Simmons & White, Inc. and negotiated a contract for Simmons & White and their sub-consultants to perform consultant services as directed through the Town Manager. The agreement is for a term of three years with an extension of up to two additional one year terms at the discretion of the Town. Hourly fees are as indicated in Exhibit "A" of the agreement with limited fee increases to be considered after two years. The agreement has terms for termination.**

**Approval of Resolution No. \_\_\_\_\_ is recommended.**



**RESOLUTION NO. 05-02-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF LAKE PARK, FLORIDA AND SIMMONS & WHITE, INCORPORATE, FOR GENERAL ENGINEERING CONSULTING SERVICES AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on September 5, 2010, the Town of Lake Park advertised for a Request for Proposal for General Engineering Consulting Services and

**WHEREAS**, on October 12, 2010 at 11:00 A.M. all proposals were duly opened and

**WHEREAS**, the Town of Lake Park received proposals from sixteen (16) engineering consulting firms and

**WHEREAS**, the Public Works Director, the Community Development Director, the CRA Project Manager, and two residents of Lake Park, Chuck Balias and Judith Thomas, forming the evaluation committee, numerically scored each firm's proposal and

**WHEREAS**, on October 19, 2010, at 3:00 P.M. each committee member's numerical score of each firm was publically read and tallied resulting in the four highest rated firms selected for further evaluation and

**WHEREAS**, two firms, Clark & McCarthy and Erdman Anthony tied for third place and

**WHEREAS**, on November 4, 2010, Clark & McCarthy and Erdman Anthony were interviewed by the Public Works Director, the Director of Community Development, and the Grants Coordinator to decide which firm would proceed in the selection process and

**WHEREAS**, the firms of Mock, Roos & Associates, Simmons & White, and Clark & McCarthy were properly shortlisted and

**WHEREAS**, on December 15, 2010, at the regular Town Commission meeting the three shortlisted firms were interviewed by the Town Commission and

**WHEREAS**, after the interviews the Town Commission chose to award Simmons & White, Inc. the contract for General Engineering Consulting Services

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida

**Section 1:** To enter in to an agreement with Simmons & White, Inc. for General Engineering Consulting Services

**Section 2:** The appropriate Town officials are authorized to execute all necessary documents effectuate the intent of this Resolution.

**Section 3:** This Resolution shall take effect upon its adoption.

The remainder of this page has been left blank intentionally.

**CONTRACT BETWEEN THE TOWN OF LAKE PARK  
AND  
SIMMONS & WHITE, INC.**

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the "the Town" and Simmons & White, Incorporated, a State of Florida Corporation, FEID Number....., hereinafter designated as "the CONSULTANT".

**WITNESSETH 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 person, pursuant to Florida Statutes; and

WHEREAS, the TOWN has publicly announced its desire to procure professional services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and;

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Commission has determined that the CONSULTANT can provide professional services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget which are available for the funding of GENERAL ENGINEERING CONSULTANT SERVICES under this CONTRACT; and

WHEREAS, on \_\_\_\_\_, 2011, the Town enacted Resolution No. \_\_\_\_\_, approving an Agreement with the CONSULTANT for General Engineering Consulting Services.

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

**SECTION 1. STATEMENT OF WORK, SERVICES AND PERFORMANCE:**

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services outlined in RFP No. 104-2010. The TOWN reserves the right to seek the services of other consultants in work associated with RFP No. 104-2010 or the recommendations

resulting from work performed under RFP No. 104-2010. This CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work.

1.2 In the performance of professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised by other similar professional in the field under similar conditions in similar localities. The CONSULTANT will use due care in performing its services and will have due regard for acceptable planning and engineering standards and principles. CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

1.3 Where on-going projects are contemplated, before performing any services, the TOWN and CONSULTANT will negotiate necessary scope of work and consultant fees and enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplement Agreement.

1.4 Where on-going projects are assigned, the CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the Town and at intervals established by the Town. The Town will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination will be maintained by the CONSULTANT with representatives of the Town, or of other agencies interested in the project on behalf of the Town. Either party to the Agreement may request and be granted a conference.

1.5 All services will be performed by the CONSULTANT to the satisfaction of the Town Manager who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and/or contract time because of any on-going or supplemental work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered in the parties in accordance herewith.

1.6 In the event that the CONSULTANT and the Town are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the Town, the CONSULTANT will have the right to file a claim with the Town for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the supplemental work.

1.7 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of the Town upon completion or termination without restriction or limitation on their use and will be

made available, upon request, to the Town at any time during the performance of such services and/or upon completion or termination if the Agreement. Upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT will not copyright any material and products or patent any invention developed under this agreement. The Town will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

**1.8** The CONSULTANT agrees that the sub-consultants identified in the response to the RFP and in **Exhibit "A,"** and made part of this CONTRACT, shall provide services under this CONTRACT.

The services of each sub-consultant are a substantial inducement and material consideration for the CONTRACT. In the event any such sub-consultant can no longer provide the services required by the CONTRACT, the CONSULTANT shall immediately notify the TOWN in writing and the TOWN may elect to terminate this CONTRACT without any liability to the CONSULTANT for unfinished work product. The CONSULTANT may propose a replacement for the sub-consultant, subject to the approval of the TOWN. The TOWN, in its judgment, may elect to compensate the CONSULTANT for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

## **SECTION 2. FEES FOR SERVICES**

**2.1** CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT.

**2.2** CONSULTANT shall assign all work for which there is a cost recovery account that account, at the hourly rates set forth in **Exhibit "A."** Any amounts assigned to cost recovery accounts will be credited against the recovery fee amounts.

**2.3** TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

**2.4** Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud of reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by the Town.

2.5 All hourly fees will be negotiated on the second anniversary date of this Agreement and each subsequent anniversary date but will not exceed an increase of three percent (3%).

2.6 CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, courier services and other approved reimbursable, with no multiplier.

### **SECTION 3. TERM/TERMINATION**

3.1 The TERM OF AGREEMENT shall commence on the date that it is fully executed by all parties (Effective Date). The term of this Agreement shall be for three (3) years from the Effective Date and shall continue in full force and effect unless and until it is terminated as provided below. The Town may, in its sole discretion, extend the term of this Contract for two additional one (1) year terms.

3.2 TERMINATION-Without Cause- This Agreement may be terminated by TOWN for any reason or no reason upon Sixty (60) calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

3.3 TERMINATION-With Cause- This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminate by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to the termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provision of Section 3.2 shall apply.

3.4 TERMINATION-Transfer of Ownership- This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

3.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultant in the transition, including taking any acts necessary to allow the transfer of the GIS system.

## **SECTION 4. DEFAULT**

**4.1** An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**4.2** In the event CONSULTANT fails to comply with the provision of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 4.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time pursuant to Section 3 above, and its right for damages under Section 4.3.

**4.3** In the Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

**4.4** The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

## **SECTION 5. STATUS REPORTS AND UPDATES**

**5.1** OMITTED FROM CONTRACT (Monthly Status Reports).

## **SECTION 6. HOURS OF OPERATION**

6.1 CONSULTANT shall maintain fully staffed business hours equal to, but not less than the Town's business hours of 8:30 AM to 5:00 PM, Monday through Friday, with the exception of official holidays as designated in the Code of the Town of Lake Park.

## **SECTION 7. POLICY OF NON-DISCRIMINATION**

7.1 CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

## **SECTION 8 DRUG FREE WORKPLACE**

8.1 CONSULTANT shall maintain a Drug Free Workplace.

## **SECTION 9. INDEPENDENT CONTRACTOR**

9.1 CONSULTANT is an independent contractor under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

## **SECTION 10. ASSIGNMENT**

10.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

## **SECTION 11. CONFLICTS OF INTEREST**

11.1 CONSULTANT shall not perform any services for any private sector clients (including but not limited to, developers, corporations, real estate investor, etc.) on projects within the jurisdictional boundaries of the TOWN. This requirement does not apply to sub-consultants to CONSULTANT.

11.2 OMITTED FROM CONTRACT (Work in Adjacent Jurisdictions)

11.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall



disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services.

11.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

## **SECTION 12. INDEMNIFICATION**

12.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

12.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 13, Insurance.

12.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

## **SECTION 13. INSURANCE**

13.1 The CONSULTANT shall not commence work under this contract until CONSULTANT has obtained all insurance required as identified in Exhibit "B" and such insurance has been placed in force, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

13.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts as identified in Exhibit "B" with such coverages specifying amount of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Florida Statutes. CONSULTANT shall be

responsible for maintaining this professional liability insurance from the date of execution and through to the termination of this Agreement. CONSULTANT shall notify TOWN, in writing, within thirty (30) calendar days, of any claims that become closed against any policy in excess of \$250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

**13.3** Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured with regard to General Liability Insurance and Automobile Liability Insurance (anticipated \$100.00/certificate). The CONSULTANT shall provide the TOWN with a waiver of subrogation with regard to Workers' Compensation Insurance.

**13.4** In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant this contract unless all required insurance remains in full force and effect.

## **SECTION 14. REPRESENTATIVE OF TOWN AND CONSULTANT**

**14.1** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates Robert F. Rennebaum, P.E. as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

**14.2** The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice. Such requests from Town Manager shall not be made unreasonably or arbitrarily.

## **SECTION 15. COSTS AND ATTORNEY'S FEES**

**15.1** If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including by not limited to, costs and reasonable attorney's fees.

## **SECTION 16. NOTICES**

**16.1** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered

or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

**FOR CONSULTANT:** Robert Rennebaum, P.E.  
Simmons & White, Inc.  
5601 Corporate Way, Suite 200  
West Palm Beach, Fl. 33407  
Tel. (561) 478-7848 Fax. (561) 478-3738

**FOR TOWN:** Maria V. Davis, Town Manager  
Town of Lake Park  
535 Park Avenue, Lake Park, Fl. 33403  
Tel. (561) 881-3304 Fax. (561) 881-3314

**With Copy to:** Thomas J. Baird, Esquire  
Jones, Foster, Johnston & Stubbs, P.A.  
505 South Flagler Drive, Suite 1100,  
West Palm Beach, Fl. 33401

## **SECTION 17. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE**

**17.1** Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

**17.2** Rights in Data. Drawings, specification, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

**17.3** Copyrights. No data developed and or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

**17.4** If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

## **SECTION 18. SUBCONSULTANTS**

**18.1** Subconsultants, if needed, will be subject to the prior written approval of the Town Manager.

## **SECTION 19 COMPLIANCE WITH LAWS**

**19.1** CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

## **SECTION 20. TRUTH-IN NEGOTIATIONS CERTIFICATE**

**20.1** Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

## **SECTION 21. OWNERSHIP OF DOCUMENTS**

**21.1** CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his/her sole discretion.

## **SECTION 22. AUDIT AND INSPECTION RIGHTS**

**22.1** The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**22.2** The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

## **SECTION 23. WARRANTIES OF CONSULTANT**

23.1 The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

## **SECTION 24. PUBLIC RECORDS**

24.1 CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN. Should the Town be subject to litigation as a result of the CONSULTANT's refusal to timely provide public records or to provide them at all, the CONSULTANT agrees to hold harmless and indemnify the Town from any damages, including attorney fees and costs associated with the litigation.

## **SECTION 25. NO CONTINGENT FEES**

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

## **SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION**

26.1 This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida.

## **SECTION 27. HEADINGS**

27.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **SECTION 28. SEVERABILITY**

28.1 If any provision of this Agreement or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this Agreement,

and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

## **SECTION 29. CONFLICT**

**29.1** In the event of a conflict between the terms of this Agreement and any terms or conditions in any attached documents, the terms in this Agreement shall prevail.

## **SECTION 30. BINDING AUTHORITY**

**30.1** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

## **SECTION 31. SURVIVAL OF PROVISIONS**

**31.1** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforced by either party.

## **SECTION 32. ENTIRE AGREEMENT**

**32.1** This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

**32.2** No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

## **SECTION 33. WAIVER**

**33.1** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

ATTACH AS “**Exhibit A**” ---Consultant fees and Sub-consultant fee (total 8 pages)

ATTACH AS “**Exhibit B**” --- Insurance Requirements

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND SIMMONS & WHITE FOR GENERAL ENGINEERING CONSULTING SERVICES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2011: and Robert F. Rennebaum authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

ATTEST:

By: \_\_\_\_\_  
Desca DuBois, Mayor

\_\_\_\_\_  
Vivian Lemley, Town Clerk

Approved as form and legality

(TOWN SEAL)

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2011

(CONSULTANT)

SIMMONS & WHITE, INCORPORATED

By: \_\_\_\_\_  
Robert F. Rennebaum, President  
\_\_\_\_\_ day of \_\_\_\_\_, 2011

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT "A"



### Fee Schedule

Principal	-	\$160.00
Traffic Principal	-	\$185.00
Expert Testimony	-	\$250.00
Senior Engineer	-	\$135.00
Engineer	-	\$110.00
Senior Technician	-	\$ 100.00
Technician	-	\$ 80.00
Clerical	-	\$ 50.00

Plus reimbursement for direct non-salary expenses including, but not limited to, automobile travel at \$.60 per mile, long distance telephone, printing, postage, courier and reproduction.

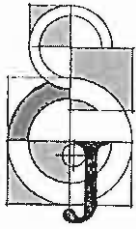
Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant's normal hourly billing rates, of the time devoted to such proceeding by its employees.

\\docs\accounting\feeschedule08 rev word

Simmons & White, Inc.  
5601 Corporate Way Suite 200 West Palm Beach Florida 33407  
T 561.478 7848 F 561.478 3738 www.simmonsandwhite.com  
Certificate of Authorization Number 3452





**Jon E. Schmidt and Associates**  
Landscape Architecture and Site Planning

**HOURLY RATE  
SCHEDULE**

2011

Principal	\$ 160.00
Planner	\$ 135.00
Design	\$ 100.00
Drafter	\$ 80.00
Clerical	\$ 50.00



05 January 2011

RGD & Associates, Inc.  
1003 Jupiter Park Lane suite 2  
Jupiter, FL 33458

Re: RGD & Associates, Inc. Standard Rates.

The engineer shall be paid an hourly fee at the below listed. Hourly rates, plus be reimbursed for direct non- salary expenses, including automobile travel at \$.55 per mile, commercial aircraft at cost, long-distance telephone, lodging, if applicable, large-format printing, document reproduction in applicable state sales tax.

Principle Engineer	\$180.00
Senior Engineer II	\$155.00
Senior Engineer i	\$135.00
Engineer II	\$95.00
Engineer I	\$85.00
Designer i	\$65.00
Drafter/Clerical	\$55.00

I trust this information will be sufficient for your records.

Best regards

Robert Davenport P. E.  
President, RGD & Associates, Inc.

---

*R.G.D and Associates, Inc.*  
1003 Jupiter Park Lane Suite 2 Jupiter Florida 33458  
561.743.0165 Fax 561.743.0193  
[www.rgdengineers.com](http://www.rgdengineers.com)



Our hourly rates are as follows:

**RATE SCHEDULE**

Principal .....	\$190.00/ hour
Project Manager.....	\$160.00/ hour
Senior Engineer .....	\$130.00/ hour
Project Engineer.....	\$120.00/ hour
CADD Operator.....	\$ 95.00/ hour
Field Inspector.....	\$ 70.00/ hour
Secretary.....	\$ 60.00/ hour

321 L A Kirksey Street, Suite 200, West Palm Beach, FL 33401-2732 | Tel: 561.835.9994 | Fax: 561.835.8255 | [www.onml.net](http://www.onml.net)  
Florida West Palm Beach Pennsylvania Philadelphia Lehigh Valley Delaware Wilmington Washington, D.C



# ISIMINGER & STUBBS ENGINEERING, INC.

PRINCIPALS  
Charles C. Isminger, P.E.  
Darwin C. Stubbs, P.E.  
Jeffrey M. Littlejohn, P.E.

COASTAL • ENVIRONMENTAL • MARINE  
NORTH PALM BEACH • TALLAHASSEE

ASSOCIATES:  
Mark A. Powell, P.E.

## HOURLY RATES FOR PERSONNEL COMPENSATION (2010)

Principal Professional Engineer	\$220.00
Senior Professional Engineer	160.00
Professional Engineer	145.00
Engineer Intern	115.00
Junior Engineer	85.00
Drafter (CAD)	65.00
Technician	55.00
Administrative/Researcher	50.00

Hourly rates are subject to revision at the beginning of each calendar year.

1.08  
10002SA1

P.O. Box 14702 • 649 U.S. Highway 1, Suite 9 • North Palm Beach • Florida 33408  
Phone: 561-881-0003 • Fax: 561-881-8123 • E-mail: [hq@coastal-engineers.com](mailto:hq@coastal-engineers.com)



9089 N. Military Trail, Suite 21  
 Palm Beach Gardens, Florida 33410  
 Phone: 561-691-3277  
 Fax: 561-656-0250

## GIS Consulting Services Fee Schedule

Effective January 1, 2010

Description	Services	
	Standard Rate (@ PBG Office)	(1/4 hour minimum charge) Client-site Rate (@ your site)
Principal	\$125 per hour or \$1000 per day	\$1200 per day + 1 day travel (\$1200) (1 full day minimum)
Senior Analyst	\$100 per hour or \$800 per day	\$125 per hour or \$1000 per day + travel
Senior Mapper	\$85 per hour or \$680 per day	\$100 per hour or \$800 per day + travel
Technician	\$60 per hour or \$480 per day	\$75 per hour or \$600 per day + travel
Parcel Maintenance	\$60 per hour or \$15 per parcel.	N/A
Plotting Services	24" x 36" Copy \$10 per copy	11" x 17" copy \$5 per copy
A 25% Rush Charge may be assessed for same-day mapping and plotting services.		
Training		
Introduction to ArcGIS I (2 day class) minimum 3 students per class	\$600 per student 3 student minimum	\$600 per student 6 student minimum
Custom Training (Bring Your Own Project)	\$1,200 per day	\$1,200 per day + 1 day travel (\$1,200)
Software		
All available ESRI software will be sold at 15% discount off List Price		
Discounts		
A 10% discount is available if services are paid before services are rendered.		



Lidberg Land Surveying, Inc.

**HOURLY RATE SCHEDULE**

2 MAN FIELD CREW	\$130.00 HR.
3 MAN FIELD CREW	\$155.00 HR.
1 MAN CREW WITH ROBOTIC TOTAL STATION	\$110.00 HR.
COMPUTER TECHNICIAN	\$80.00 HR.
PRINCIPAL	\$165.00 HR.
EXPERT WITNESS	\$250.00 HR.
PROFESSIONAL SURVEYOR	\$135.00 HR.
MATERIALS	Cost plus 5%
CLERICAL	\$45.00 HR.
GLOBAL POSITIONING SYSTEM (GPS) 2 Men, 2 Rovers	\$200.00 HR.
HYDROGRAPHIC EQUIPMENT: Odom Echosac Survey Recorder 2001 26 Foot Parker Survey Vessel Laptop Computer Hypack Hydrographic Software Topcon Hiper Pro GPS (1 Base and 1 Rover)	Call for Quotation

Hourly Charges

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 7:00 a.m. to 6:00 p.m., Monday through Friday.

**EXHIBIT "B"**  
**as referenced in Section 13 - Insurance**

During the performance of GENERALL ENGINEERING CONSULTANT SERVICES under this Contract, Engineer shall secure and maintain, at its own expense, the following insurance policies:

- (1) Professional liability insurance in the amount not less than one million dollars (\$1,000,000) per occurrence or claim. Town may request \$2,000,000 for specific projects.
- (2) Workers' compensation and employer's liability insurance for all employees engaged in work pursuant to this Contract in accordance with Florida law.
- (3) Comprehensive general liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000), combined single limit, per occurrence and with property damage limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence. Consultant shall maintain Umbrella Policy \$2,000,000 general aggregate and \$2,000,000 per occurrence.
- (4) Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by Engineer with a one million dollar (\$1,000,000) combined single limit for bodily injury and property damage liability per occurrence. Consultant shall maintain Umbrella Policy \$2,000,000 general aggregate and \$2,000,000 per occurrence.

# TAB 7



**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: February 2, 2011

Agenda Item No. 7

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> Ordinance on Second Reading |   |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> <b>BID/RFP AWARD</b>  |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Award of Bid of Date Palm Drive Landscaping Improvements to Chris Wayne & Associates in the amount of \$17,800.00.

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Davis*  
Date: 1/25/11

Richard Pittman, CRA Project Manager  
Name/Title

01/24/11  
Date of Actual Submittal

<b>Originating Department:</b> Administration	Costs: \$ 17,800.00  Funding Source: Acct. 301-63807	<b>Attachments:</b> Bid Tabulation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 <b>Not applicable in this case:</b>  Please initial one. <u>RP</u>

**Summary Explanation/Background:** In June of 2010 the Town entered into an Urban and Community Forestry Grant agreement with the State of Florida Department of Agriculture and Consumer Services. The grant is for trees to be planted in the median of Date Palm Drive between 6<sup>th</sup> Street and 9<sup>th</sup> Street. The grant amount is \$17,975.00.

Bids were opened on January 20, 2011 with three bids having been received (see attached bid tabulation). The bid documents require for contractors to bid a minimum number of Live Oak, Lysiloma (Wild Tamarind), and Mahogany trees. The bid documents provide Alternates which price additional services and trees to be included in the contract as funds allow.

Chris Wayne & Associates submitted the low base bid in the amount of \$15,000.00. This amount includes 24 Live Oak trees, 10 Lysiloma trees and 10 Mahogany trees. It is recommended that the Award of Bid include Alternate 1 for \$320.00 to replenish mulch at end of the sixty day maintenance period. It is recommended that the Award of Bid also include 8 additional Live Oak trees and irrigation bubblers (Alternates 2a. and 2d.) for an amount of \$2,480.00. The total contract amount will be \$17,800.00. The remaining grant funds of \$175.00 will serve as the project contingency.

Award to Chris Wayne & Associates in the amount of \$17,800.00 for the base bid plus selected alternates is recommended.

It needs to be noted that the Public Works Department has removed several trees in the Date Palm Drive median that that were inappropriate for the new landscaping or have not responded well since the hurricanes.

Base Bid Amount:	\$15,000.00
Alternate 1.- Additional Mulch:	320.00
Alternate 2a.- 8 Additional Oak Trees:	2,320.00
Alternate 2b.- 8 Irrigation Bubblers:	160.00
Total Contract Award:	<u>\$17,800.00</u>

## BID TABULATION DATE PALM DRIVE LANDSCAPING IMPROVEMENTS

BID NUMBER 101-2011

ITEM NO.	ITEM DESCRIPTION	QUANTITY	CHRIS WAYNE & ASSOCIATES	THE FAMILY TREE, INC.	TREE HUGGERS LANDSCAPE
1	INDEMNIFICATION	L.S.	xx \$ 100.00	xx \$ 100.00	\$ 100.00
2	MOBILIZATION, REGISTRATION	L.S.	xx incl.	xx \$ 350.00	\$ 100.00
3	LIVE OAK TREE,	24	\$ 290.00 \$ 6,960.00	\$ 300.00 \$ 7,200.00	\$ 563.80 \$ 13,531.20
4	LYSILOMA (WILD TAMARIND)	10	\$ 350.00 \$ 3,500.00	\$ 350.00 \$ 3,500.00	\$ 392.60 \$ 3,926.00
5	MAHOAGANY	10	\$ 290.00 \$ 2,900.00	\$ 350.00 \$ 3,500.00	\$ 414.00 \$ 4,140.00
6	PROVIDE AND INSTALL BUBBLERS	44	xx \$ 880.00	xx \$ 1,320.00	xx \$ 880.00
7	SUPPLEMENTAL WATERING & 60 DAY MAINTENANCE	L.S.	xx \$ 660.00	xx \$ 880.00	xx \$ 600.00
8	MISCELLANEOUS (layout, cleanup, waste removal)	L.S.	xx incl.	xx \$ 300.00	xx \$ 500.00
<b>TOTAL BASE BID</b>			<b>\$15,000.00</b>	<b>\$ 17,150.00</b>	<b>\$ 23,777.20</b>
Alternate 1: Provide labor, equipment & materials to replenish mulch at end of 60 day watering and maintain			\$ 320.00	No Bid	\$ 660.00
Alternate 2:					
a. Additional Item No. 3			\$ 290.00	No Bid	\$ 400.00
b. Additional Item No. 4			\$ 350.00	No Bid	\$ 300.00
c. Additional Item No. 5			\$ 290.00	No Bid	\$ 300.00
d. Additional Item No. 6			\$ 20.00	No Bid	\$ 20.00
e. Additional Item No. 7			\$ 15.00	No Bid	\$ 600.00

Recommended award to Chris Wayne & Associates for the Base Bid, Alternate 1, and eight each Alternate 2a. & 2d.: \$17,800

Prepared By: Richard Pittman, CRA Project Manager 1/21/11

# TAB 8



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 2, 2010**

**Agenda Item No. 8**

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                            |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                         |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input type="checkbox"/> CONSENT AGENDA                        |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT: Holiday Parking Meter Revenue**

**RECOMMENDED MOTION/ACTION: Discuss**

Approved by Town Manager *W. Davis* Date: *1/25/11*  
*Anne M. Costello* *1/25/11*  
 Anne M. Costello/ Finance Director Date of Actual Submittal

<b>Originating Department:</b>  Mayor DuBois	Costs: \$ N/A  Funding Source:  Acct. #	<b>Attachments:</b>  Spreadsheets
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u>  <b>Please initial one.</b>

**Summary Explanation/Background:** At the request of Mayor, the attached information on parking meter revenue collections on Holidays is being provided.

## Recap - Holiday Parking Information

<u>Date</u>	<u>Holiday</u>	<u>Total Multi-Space Meters</u>	<u>Estimated Single-Space Meters</u>	<u>Citations Paid</u>	<u>Total</u>
1/1/2010	New Year's Day	72.35	10.34	100.00	182.69
1/18/2010	MLK Day	226.80	32.40	120.00	379.20
4/4/2010	Easter	289.05	41.29	40.00	370.34
5/31/2010	Memorial Day	445.45	63.64	240.00	749.09
7/4/2010	Fourth of July	369.75	52.82	100.00	522.57
9/6/2010	Labor Day	472.30	67.47	160.00	699.77
11/11/2010	Veteran's Day	337.85	48.26	-	386.11
11/14/2010	Veteran's Car Show	361.45	N/A	765.00	1,126.45
11/25/2010	Thanksgiving	116.10	16.59	40.00	172.69
12/25/2010	Christmas	24.65	3.52	-	28.17
	<b>2010 Total</b>	<u>2,715.75</u>	<u>336.33</u>	<u>1,565.00</u>	<u>4,617.08</u>
1/1/2011	New Year's Day	97.35	13.91	-	111.26
1/17/2011	MLK Day	125.60	17.94	-	143.54
	<b>2011 Total</b>	<u>222.95</u>	<u>31.85</u>	<u>-</u>	<u>254.80</u>
	<b>Total</b>	<u><u>2,938.70</u></u>	<u><u>368.18</u></u>	<u><u>1,565.00</u></u>	<u><u>4,871.88</u></u>

## Holiday Parking Information

Date	Holiday	Total Multi-Space	BY LOCATION					Tennis Courts
			Marina South	Marina North 2	Marina North 1	LS Park		
1/1/2010	New Year's Day	72.35	-	28.00	9.85	20.25	14.25	
1/18/2010	MLK Day	226.80	20.20	44.95	31.85	45.30	84.50	
4/4/2010	Easter	289.05	81.10	38.60	28.05	70.90	70.40	
5/31/2010	Memorial Day	445.45	104.80	119.65	69.45	72.85	78.70	
7/4/2010	Fourth of July	369.75	116.55	130.60	16.20	16.75	89.65	
9/6/2010	Labor Day	472.30	82.75	169.95	105.25	22.90	91.45	
11/11/2010	Veteran's Day	337.85	4.75	85.25	167.95	27.85	52.05	
11/14/2010	Veteran's Car Show	361.45	22.20	8.60	22.10	176.85	131.70	
11/25/2010	Thanksgiving	116.10	37.50	3.25	16.50	34.70	24.15	
12/25/2010	Christmas	24.65	-	0.45	3.50	13.10	7.60	
	<b>2010 Total</b>	<b>2,715.75</b>	<b>469.85</b>	<b>629.30</b>	<b>470.70</b>	<b>501.45</b>	<b>644.45</b>	
1/1/2011	New Year's Day	97.35	0.50	19.60	29.20	32.30	15.75	
1/17/2011	MLK Day	125.60	1.15	7.00	55.85	11.85	49.75	
	<b>2011 Total</b>	<b>222.95</b>	<b>1.65</b>	<b>26.60</b>	<b>85.05</b>	<b>44.15</b>	<b>65.50</b>	
	<b>Total</b>	<b>2,938.70</b>	<b>471.50</b>	<b>655.90</b>	<b>555.75</b>	<b>545.60</b>	<b>709.95</b>	

## Holiday Parking Information

<b>Date</b>	<b>Holiday</b>	<b>Wkly Coll.</b>	<b>Single-Space</b>	
			<b>Wk Before</b>	<b>Wk After</b>
1/1/2010	New Year's Day	467.64	262.32	335.69
1/18/2010	MLK Day	253.23	335.69	298.20
4/4/2010	Easter	448.44	267.52	315.88
5/31/2010	Memorial Day	319.60	243.18	264.55
7/4/2010	Fourth of July	234.21	218.98	305.36
9/6/2010	Labor Day	274.17	198.67	230.86
11/11/2010	Veteran's Day	561.73	291.83	129.62
11/14/2010	Veteran's Car Show	N/A	N/A	N/A
11/25/2010	Thanksgiving	254.21	129.62	474.15
12/25/2010	Christmas	204.40	213.61	266.57
1/1/2011	New Year's Day	266.57	204.40	331.98
1/17/2011	MLK Day	N/A	331.98	N/A
		<b>3,284.20</b>	<b>2,697.80</b>	<b>2,952.86</b>



## Holiday Parking Information

Date	Holiday	Citations Issued	Total Paid	On-St Parking	Citations Issued by Location					Tennis Courts
					Marina South	Marina North 1	Marina North 3	Marina North 1	LS Park	
1/1/10	New Year's Day	100.00	100.00	100.00	-	-	-	-	-	-
1/18/10	MLK Day	220.00	120.00	20.00	-	20.00	-	20.00	100.00	80.00
4/4/10	Easter	80.00	40.00	-	-	-	-	-	80.00	-
5/31/10	Memorial Day	380.00	240.00	160.00	80.00	-	20.00	120.00	-	-
7/4/10	Fourth of July	180.00	100.00	100.00	-	-	60.00	-	-	20.00
9/6/10	Labor Day	240.00	160.00	120.00	60.00	-	40.00	-	-	20.00
11/11/10	Veteran's Day	40.00	-	-	-	-	20.00	-	-	20.00
11/14/10	Veteran's Car Show	1,140.00	765.00	810.00	-	20.00	-	-	210.00	100.00
11/25/10	Thanksgiving	80.00	40.00	60.00	20.00	-	-	-	-	-
12/25/10	Christmas	-	-	-	-	-	-	-	-	-
1/1/11	New Year's Day	-	-	-	-	-	-	-	-	-
1/17/11	MLK Day	40.00	-	-	-	-	-	-	40.00	-
		2,500.00	1,565.00	1,370.00	160.00	20.00	160.00	550.00	240.00	

# TAB 9



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** Feb 2, 2011

**Agenda Item No.** 9

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                                   |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> <b>DISCUSSION/POSSIBLE ACTION</b> |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                                |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input type="checkbox"/> CONSENT AGENDA                               |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Discuss Changes to the Signage Regulations for Garage Sales

**RECOMMENDED MOTION/ACTION:** None

**Approved by Town Manager** Vin Kelly **Date:** 1/27/2011

**Name/Title:** Patrick Sullivan, CDD [Signature] **Date of Actual Submittal** 1/27/11

<b>Originating Department:</b>  Town Commission	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Staff memo
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input checked="" type="checkbox"/> Community Development <u>[Signature]</u> <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>[Signature]</u> OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:** The signage regulations prohibit off site advertising of garage sales. Recent complaints concerning the inability to advertise the garage sale off site has prompted the request to review the existing regulations to determine if change is warranted. Please review the attached staff memo for further information.



## Town of Lake Park Community Development Department

Patrick Sullivan, AICP, CED, Director

Memo Date: January 27, 2011

To: Town Commission

### Garage Sale Signage.

#### Existing regulations.

**Garage sale and yard sale signs.** Signs with one or two faces, and wall-mounted signs with one face shall be permitted subject to the following restrictions:

- (1) *Permitted content:* Type of sale, the address, dates and hours of the sale, directional information and other related information.
- (2) *Maximum area:* Four square feet per face.
- (3) *Maximum number:* Not more than one per lot, per street side, nor four per sale.
- (4) *Maximum height:*
  - a. *If freestanding, four feet;*
  - b. *If wall-mounted, no higher than the wall on which it is mounted;*
- (5) *Illegally placed signs shall be removed by the town, at the expense of the property owner and/or the sign owner and/or the individual responsible for the illegal placement.*
- (6) *A garage sale or yard sale sign may be placed in the swale on the day of the sale only.*
- (7) *All such signs shall be removed within 12 hours of the sale. 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.*
- (8) *The town may remove signs not in compliance with this section in accordance with the provisions of section 70-64.*

We interpret (3) above to mean that: you are limited to one sign per street side in the swale. If you have a corner lot you can place a sign in the swale on each street (maximum of two signs in the swale). You are allowed to place up to four signs on your property and two in the swales. This provides for a total of 5-6 signs per garage sale.

**Prohibited Signs.** Placing garage sale signs off site is not allowed per section 78.102 *Prohibited Signs (22) Any billboard or off-premises sign.* A garage sale sign posted away from the garage sale site is an off-premise sign. Signs placed on town property are also prohibited (20) *Unauthorized signs on property owned by or under the control of the town.* We interpret (6) above to mean that a sign may be placed in the swale that abuts the property on which the sale is taking place. That reasoning comes from the fact that the property owner has to maintain the swale in front of their house; therefore, they should be able to utilize that space to place signs on the day of the sale.

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## **Options for Discussion.**

**Alternative 1.** No limit on the number or placement of signs. Require all signs to be removed by Monday morning. Any signs found on Monday will be removed and the owner will be issued a fifty dollar citation.

### **Issues.**

- Signs will tend to group at the end of the street on the major arterials, including Park Ave.
- It won't take the public long to realize that Code will not be able to trace the sign back to the property owner if they only use arrows and don't put an address on the sign (see Alternative 1a).

**Alternative 1a.** Same as Alternative 1 except any sign without an address or other identifying wording will be removed.

**Alternative 2.** No limit on the number or placement of signs. Require all signs to be removed by Monday morning. No fine or citation is levied; code or public works will remove any signs that remain on Monday. This is the least burdensome regulation that provides for removal of the signs after the weekend.

### **Issues.**

- Signs will tend to group at the end of the street on the major arterials, including Park Ave.
- Will result in additional work for Public Works and Code to remove all the signs.
- Knowing there is no consequence to leaving the signs up reduces incentive for the individual garage sale operator to remove the signs.

**Alternative 3.** Limit the number of offsite signs. This limits the clutter.

### **Issues.**

- Whatever number is picked will never be adequate.
- This alternative will be extremely difficult to enforce. Keeping track of the number of signs for each garage sale with signs scattered throughout the Town makes it difficult to know when the "number" is exceeded. Not all signs will have a name and address making it more difficult to count the number of signs.

**Alternative 4.** Limit the number of signs on the major arterials (Northlake, Fed Hwy, Silver Beach, 10<sup>th</sup> St., Park Ave., etc.)

### **Issues.**

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- Again, whatever number is picked will not be adequate.
- Very difficult to enforce. If the number of signs exceed the allotted amount the Code officer will remove the excess signs, but there is no way of knowing which signs were placed their first. This type of arbitrary removal will most likely be challenged by those that have their signs removed.

**Alternative 5.** Do nothing. If this is chosen we would continue to enforce the present code and pick up off site signage. This alternative provides for less clutter around the town on the weekend.

**Issues.**

- Community members are not able to provide directions to their garage sales by means of signage.
- Citizens get upset and angry when Code picks up their signs.

**Alternative 6. ??**

I anticipate the biggest issue to be the placement of signage at street ends in front of a property that is not having a sale. Those property owners are responsible for the upkeep and maintenance of the swales in front of their property. Not everyone will be happy to have a bunch of snipe signs placed in their swale just because they are the best direction point for the sale.