

AGENDA

Special Call
 Community Redevelopment Agency
 Meeting
 Wednesday, March 18, 2009, 7:30 P.M.
 Lake Park Town Hall
 535 Park Avenue

Desca DuBois	—	Chair
Edward Daly	—	Vice-Chair
G. Chuck Balius	—	Board Member
Jeff Carey	—	Board Member
Patricia Osterman	—	Board Member
Christiane Francois	—	Board Member
Michelle McKenzie-Suiter	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian M. Lemley	—	Agency Clerk

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

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- E. **Consent Agenda:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member 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 Agency Clerk. Cards must be submitted before the item is discussed.

Consent Items For Approval:

- | | |
|--|-------|
| 1. Special Call CRA Board Meeting Minutes of February 18, 2009 | Tab 1 |
| 2. Change Order Approval, Building Demolition, Town Bid 05-2008 | Tab 2 |
| 3. Palm Beach County Sheriff's Office (PBSO) Contract to Add Two Deputies | Tab 3 |
| 4. Authorize an Expenditure for Communication Services not to Exceed \$50,000 to Adkins and Associates, Inc. | Tab 4 |

F. **BOARD MEMBER COMMENTS**

G. **EXECUTIVE DIRECTOR COMMENTS**

H. **ADJOURNMENT**

Consent Agenda

TAB 1



**CRA
Agenda Request Form**

Meeting Date: March 18, 2009

Agenda Item No. *Tab 1*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <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"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Special Call CRA Meeting Minutes of February 18, 2009

RECOMMENDED MOTION/ACTION: To Approve the Special Call CRA Meeting Minutes of February 18, 2009

Approved by Executive Director *W. Davis* Date: *3/12/09*

<p>Prepared By: Jessica Shepherd Deputy Town Clerk</p>	<p>Costs: \$ Funding Source: Acct. #</p>	<p>Attachments:</p>
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Summary Explanation/Background:



**Town of Lake Park
Special Call
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, February 18, 2009 7:30 p.m.**

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, February 18, 2009 at 7:30 p.m. Present were Chair DuBois, Vice-Chair Daly, Board Members Balius, Carey, Osterman, Suiter, and Executive Director Maria Davis and Town Clerk Vivian Mendez Lemley. Board Member Francois was absent.

Chair DuBois led the Pledge of Allegiance.
Town Clerk Vivian Mendez Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Commissioner Balius to approve the agenda; Board Member Carey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	Absent		
Board Member Suiter	X		

Motion passed 6-0.

Consent Agenda

1. Special Call CRA Board Meeting Minutes of January 21, 2009.
2. Commercial Lease Agreement

Item #2 was pulled from the Consent Agenda.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Board Member Osterman to approve item #1 of the Consent Agenda; Board Member Balius made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	Absent		
Board Member Suiter	X		

Motion passed 6-0.

Board Member Carey asked when staff would be able to move into the leased building for the CRA Economic Development office.

Executive Director Davis stated that it would take approximately three weeks for the leased space to be ready.

Motion: A motion was made by Board Member Carey to approve item #2 of the Consent Agenda; Board Member Balius made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		

Board Member Francois	Absent		
Board Member Suiter	X		

Motion passed 7-0.

Discussion and Possible Action

Budget Amendment to Increase Police Protection

Chair DuBois explained that she met with Ron Klein and other mayors at a special meeting regarding the stimulus package. She stated that the stimulus bill is providing money for extra police protection.

Executive Director Davis stated that she met with Captain Reece and they concluded that two officers would be sufficient for the CRA District. She explained and stated the boundaries of the CRA District.

Executive Director Davis stated that she met with the Florida Department of Transportation last week regarding the stimulus package and would be meeting with the Metropolitan Planning Organization tomorrow to discuss the CRA. She explained the different issues with the CRA that would be discussed at the meeting.

Board Member Balius stated that he received a call from a concerned resident who was under the impression that there was a reduction in police officers in the Town. He explained that there was no reduction in police officers. He stated that only a sergeant was reduced from the Sheriff's Department approximately one year ago.

Motion: A motion was made by Board Member Carey to approve the Budget Amendment to Increase Police Protection; Board Member Balius made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	Absent		
Board Member Suiter	X		

Motion passed 6-0.

CRA BOARD MEMBER COMMENTS

Board Member Suiter

None

Board Member Carey stated that he was glad that Executive Director Davis was being attentive to the police issues and crime prevention in the Town.

Chair DuBois

None

Board Member Balius stated that he thought the Town has a good plan in place for crime prevention.

Vice-Chair Daly asked if there was still a plan to extend the CRA District.

Executive Director Davis stated that the CRA Consultants were 80% to 90% complete with the plan to extend the CRA District. The District will be extended to Northlake Blvd. and will also extend west as well.

Board Member Osterman asked about the status of the façade improvement project with the University of Miami.

Executive Director Davis stated that the students came by bus on January 26th and photographed the entire downtown area. She stated that she met with them and explained what the Town's vision was for the downtown area. They also toured the rest of the Town and they were very enamoured by the designer of the Town, Mr. Nolan.

She explained the façade improvement plan to the audience.

Board Member Francois

Absent

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Balius and seconded by Vice-Chair Daly, and by unanimous vote, the meeting adjourned at 7:48 p.m.

Chair DuBois

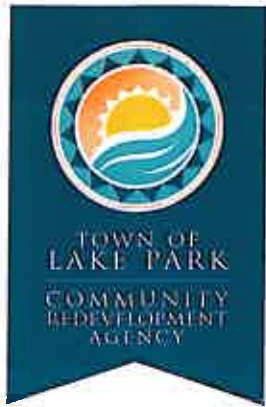
Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez Lemley

(Town Seal)

Approved on this _____ day of _____, 2009

TAB 2



**CRA
Agenda Request Form**

Meeting Date: March 18, 2009 Agenda Item No. Tab 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"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Change Order Approval, Building Demolition, Town Bid No. 05-2008

RECOMMENDED MOTION/ACTION: Approve Change Order No's 1, 2, & 3

Approved by Executive Director *H.P. Davis* Date: *3/12/09*

<p>Prepared By: Richard Pittman, CRA Project Manager</p>	<p>Costs: DEDUCT \$ 40,061.00</p> <p>Funding Source: CRA Acct. #110-55-552-520-61500</p>	<p>Attachments: C.O.#1, C.O.#2, C.O.#3, Dec. 17, 2008 Agenda Item</p>
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Summary Explanation/Background: The Community Redevelopment Agency Board approved the Award of Contract for the Building Demolition, 723-755 Foresteria Drive on December 17, 2008. The demolition contract was awarded to The BG Group in the amount of \$163,250. At that time the CRA was advised via the agenda item that the demolition contract also included removal of specific quantities of asbestos containing material. The agenda item stated that the Palm Beach County Department of Environmental Health and Engineering would review the work plan for the removal of asbestos containing material. The agenda item also advised that the contract provides unit price adjustments based on the quantities of regulated materials required to be removed.

Asbestos abatement began in mid-January. The asbestos abatement process was monitored by an EPA accredited asbestos inspector and the Palm Beach County Department of Environmental Health and Engineering. On February 24, the Palm Beach County Department of Environmental Health and Engineering advised that demolition of the buildings could proceed following the required work practices to assure compliance of National Emission Standards for Hazardous Air Pollutants (NESHAP) and OSHA regulations.

Change Order Approval Continued.

NESHAP regulations define an asbestos containing material as a material containing greater than one percent asbestos fibers. Therefore suspect materials containing 1% or less of asbestos do not require abatement but do require separation from recyclable materials and implementation of methods to minimize dust. During the course of abatement and associated inspections thirty-two material samples were tested for asbestos content. Sixteen of the samples showed no asbestos detected and sixteen samples showed asbestos content at 1% or less. Based on the NESHAP guidelines, the quantities of materials requiring abatement have been changed from the bid quantities. Three change orders are required to adjust the contract.

Change Order No. 1 is needed to adjust the contract for additional flooring and mastic material requiring abatement by the abatement contractor. Add \$ 5,349

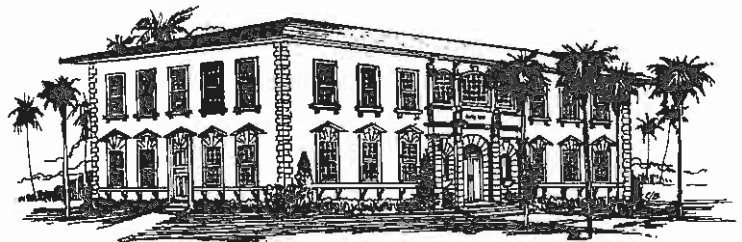
Change Order No. 2 is an adjustment for the demolition contractor to dispose of more material associated with Change Order NO. 3. This additional material requires separation of materials having 1% or less asbestos from recyclable material, load, haul, and dispose following work practices in compliance with NESHAP and OSHA regulations. Add \$ 5,140

Change Order No. 3 adjusts the contract to reduce the quantity of asbestos containing material requiring abatement by the abatement contractor, thus requiring removal by the demolition contractor. Deduct \$ 50,550.00

Total Change Orders No's 1 thru 3 DEDUCT \$ 40,061.00

Original Contract Amount		\$ 163,250.00
Change Order No. 1	Add	5,349.00
Change Order No. 2	Add	5,140.00
Change Order No. 3	Deduct	50,550.00
 Revised Contract Amount		 \$ 123,189.00

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

February 9, 2009

Ms. Ivy Fradin
The BG Group, LLC
1140 Holland Dr. #19
Boca Raton, Fl. 33487

Dear Ms. Fradin:

Re: Building Demolition – Change Order No. 1
723-755 Foresteria Drive
Town of Lake Park Bid No. 05-2008
Change in Contract Quantities

The work associated with the removal of asbestos containing materials has progressed to the point where quantities of floor materials identified as vinyl flooring and / or black mastic under carpet or tile can be identified and measured. Flooring materials in all spaces have been measured and categorized as "removed" or "requires removal". Quantities of asbestos containing material associated with flooring removed to date or agreed to require removal totals 6,466 square feet. The contract bid quantity (Addendum # 2) for flooring material is 2,900 square feet. The contract unit price adjustment for floor and or mastic is \$1.50/ square foot.

This letter hereby authorizes the removal of an additional 3,566 square feet of floor and /or mastic at \$1.50/square foot for a total amount of \$5,349.00.

Please acknowledge your acceptance of this quantity and price adjustment (Change Order No. 1) by signing and dating below and returning to the undersigned.

Sincerely,

The BG Group is in agreement with the above.

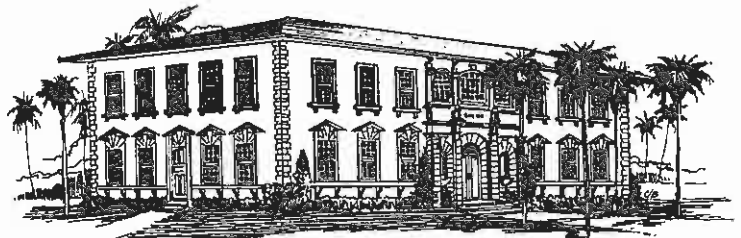
Richard Pittman
CRA Project Manager

_____ date: _____
Ivy Fradin, Managing Member

Department of Public Works

650 Old Dixie Highway, Lake Park, Florida 33403 • (561) 881-3345 • Fax: (561) 881-3349

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

March 6, 2009

Ms. Ivy Fradin
The BG Group
1140 Holland Dr. Suite 19
Boca Raton, Fl. 33487

Dear Ms. Fradin:

Re: Building Demolition, 723-755 Foresteria Drive
Town Bid No. 05-2008
Change Order No. 2

This letter constitutes Change Order No. 2 to the subject contract. You are hereby authorized to make the following change to the contract:

- Additional work and cost to separate, load, haul and dispose of wall material with possible ACM requiring work practices to assure compliance of NESHAP and OSHA regulations. This additional material is associated with Change Order NO. 3.

Approx. 57 tons (moist) at \$ 90.175/ton

ADD: \$ 5,140.00

Contract Summary:

Original Contract Amount:	\$163,250.00
Change Order No. 1 Additional Flooring/ Mastic Removal. Add	\$ 5,349.00
Change Order No. 2 Wall Material Separation/Disposal. Add	\$ 5,140.00

Total Contract Amount: \$173,739.00

Please acknowledge your acceptance of this Change Order No. 2, by signing and dating below and returning the original to the undersigned.

Sincerely,

The BG Group is in agreement with this C.O. No.2

Richard Pittman
CRA, Project Manager

Ivy Fradin, Managing Member

date: _____

Approved: _____
Maria Davis, Town Manager

Department of Public Works

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

March 6, 2009

Ms. Ivy Fradin
The BG Group
1140 Holland Dr. Suite 19
Boca Raton, Fl. 33487

Dear Ms. Fradin:

Re: Building Demolition, 723-755 Foresteria Drive
Town Bid No. 05-2008
Change Order No. 3

This letter constitutes Change Order No. 3 to the subject contract. You are hereby authorized to make the following change to the contract:

- Reduce quantity of Wall Material requiring abatement.
Approx. 45,955 S.F. at contract unit price of \$ 1.10/S.F.
Deduct: \$ 50,550.00

Contract Summary:

Original Contract Amount:	\$163,250.00
Change Order No. 1 Additional Flooring/ Mastic Removal.	Add \$ 5,349.00
Change Order No. 2 Wall Material Separation/Disposal.	Add \$ 5,140.00
Change Order No. 3 Wall Material Not Requiring Abatement	Deduct \$ 50,550.00

Total Contract Amount: \$123,189.00

Please acknowledge your acceptance of this Change Order No. 3, by signing and dating below and returning the original to the undersigned.

Sincerely,

The BG Group is in agreement with this C.O. No.3

Richard Pittman
CRA, Project Manager

date: _____
Ivy Fradin, Managing Member

Approved: _____
Maria Davis, Town Manager

Department of Public Works

650 Old Dixie Highway, Lake Park, Florida 33403 • (561) 881-3345 • Fax: (561) 881-3349

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

Meeting Date: December 17, 2008

Agenda Item No. *Tab 3*

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

SUBJECT: Award of Contract to The BG Group for Bid No. 05-2008, Building Demolition, 723-755 Foresteria Drive, in the amount of \$163,250.

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *[Signature]* Date: *12/9/08*

Richard Pittman/CRA Project Manager
Name/Title

December 8, 2008
Date of Actual Submittal

Originating Department: Executive Director	Costs: \$ 163,250.00 Funding Source: CRA Property Acquisition Acct. # 110-55-552-520-61500	Attachments: Bid Tabulation
Department Review: <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 _____
Advertised: Date: <u>Sept. 28, 2008</u> Paper: <u>Palm Beach Post</u> <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>RDP ROP</u> Please initial one.

Summary Explanation/Background: In August of this year the CRA purchased the apartment buildings addressed as 723-755 Foresteria Drive. The property became available through a foreclosure and was purchased with a planned demolition of the buildings to provide for future parking for businesses on Park Avenue. The apartment buildings contain twenty-nine rental units. The majority of the tenants had vacated the property prior to the closing on the property. All of the tenants were out of the buildings prior to the demolition project being advertised for bid. The buildings have since been used for training purposes by the Palm Beach County Sheriff and Fire Rescue departments.

Bid number 05-2008, Building Demolition, 723-755 Foresteria Drive was advertised for bid on September 28, 2008. Bids were opened November 25, 2008 with twelve bids having been received. The BG Group submitted the low bid in the amount of \$163,250.00 (see attached bid tabulation).

The demolition project includes the placement of a wind screen on the existing fence to help contain dust and debris on site. Water will also be used to minimize dust. In addition to building demolition and disposal, removal of the trees, vegetation and all concrete slabs and underground piping is included in the bid.

A major item of the project is the environmental concerns. Asbestos containing materials have been identified inside the buildings and will require removal and disposal under regulated conditions prior to the buildings being demolished. This asbestos removal is included in the bid. The Palm Beach County Department of Environmental Health and Engineering serving as the Department of Environmental Protection will be reviewing the contractor's work plan for removal of asbestos containing materials and issuing a permit. The contract bid item "L" provides unit price adjustments based on quantities of regulated materials required to be removed. A deduct to the contract price based on measured quantities is anticipated.

The contract allows ninety calendar days to complete the project from the Notice to Proceed date.

The BG Group is based in Boca Raton. The company has been in business since 2003 specializing in building demolition. The BG Group has an annual contract with Palm Beach County and the City of Miami and an extensive list of demolition projects accomplished for the public and private sectors. Their subcontractor for asbestos abatement is ACT. The BG Group and ACT are considered a "good combination" by the Palm Beach County Department of Environmental Health and Engineering.

Restoration of the site is not included in the contract. A separate contract is proposed to accomplish soil improvements, sod and irrigation system on the property.

Approval of Award of Contract to The BG Group is recommended.

BID TABULATION
BUILDING DEMOLITION 723-755 FORESTERIA DRIVE
BID NUMBER 05-2008 CRA PROJECT NUMBER 0810

BID OPENING 11/2/07

BID ITEM DESCRIPTION	UNIT	COMPANY						
		THE BG GROUP	PAW MATERIALS	CUBACOR	ALL PHASE SERVICES	SUNRISE SYS. OF BREVARD	PALM BEACH GROUP	CROSS CONST. SERVICES
		\$	\$	\$	\$	\$	\$	\$
A INDEMNIFICATION	JOB	100 00	100 00	100 00	100 00	100 00	100 00	100 00
B REGISTRATION, PERMITS, MOBILIZATION	L.S.	1,500 00	3,768 40	1,000 00	2,500 00	2,050 00	8,100 00	10,000 00
C WIND SCREEN & FILTER FABRIC	L.S.	1,830 00	1,800 00	2,300 00	3,850 00	4,899 00	7,000 00	8,650 00
D ASBESTOS REMOVAL WORK PLAN	L.S.	800 00	500 00	800 00	2,000 00	1,225 00	12,000 00	200 00
E ENVIRONMENTAL CONSULTANT OVERSIGHT	L.S.	10,350 00	10,500 00	10,350 00	12,000 00	15,000 00	7,500 00	14,800 00
F REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL	L.S.	103,700 00	102,043 00	103,700 00	57,500 00	94,589 00	25,000 00	119,089 00
G DISPOSAL OF BUILDING CONTENTS	L.S.	700 00	5,007 00	XXXXX	5,000 00	510 00	15,000 00	4,770 00
H TREE, VEGETATION & GRASS REMOVAL	L.S.	700 00	1,001 44	XXXXX	5,000 00	517 00	3,500 00	6,800 00
I BUILDING DEMOLITION & DISPOSAL	L.S.	42,070 00	35,050 40	47,880 00	75,000 00	52,787 00	95,000 00	38,480 00
J SITE CLEARING, GRADING & CLEANUP	L.S.	500 00	2,503 60	1,500 00	4,500 00	716 00	9,000 00	7,480 00
K MISCELLANEOUS INCL FENCE MODIFICATION OFF-SITE CLEANUP, DUST CONTROL, UTILITY DISCONNECT & PLUG, PRESERVE WELL, SLATED WALL REMOVAL, MEETING WITH TOWN AND P.B COUNTY DEPT OF ENVIRONMENTAL HEALTH AND ENGINEERING	L.S.	1,200 00	2,753 88	XXXXX	4,000 00	1,225 00	7,000 00	4,925 00
TOTAL ITEMS A. thru K.		163,250.00	166,116.00	167,610.00	*171,460.00	*173,613.00	190,200.00	213,100.00
L ADJUSTMENT FOR QUANTITIES OF ASBESTOS CONTAINING MATERIAL								
Wall Material add/deduct	S/s /	1 10	XXXXX	1 10	0 95	1 49	2 00	1 25
Textured Ceiling Material add/deduct	S/s /	1 95	XXXXX	1 95	1 80	1 38	2 00	2 75
Popcorn Ceiling Finish add/deduct	S/s /	2 00	XXXXX	2 00	1 50	1 31	2 00	2 75
Floor and/or Mastic add/deduct	S/s /	1 50	XXXXX	1 50	2 00	1 60	2 00	1 50
M Deduct Item "E" (Environmental Consultant to be provided by Town) * CORRECTED	L.S.	10,350 00	10,350 00	10,350 00	12,000 00	15,000 00	7,500 00	14,800 00

PAGE 1 OF 2

TABULATED BY: Richard Peman, CRA Project Manager

BID TABULATION
BUILDING DEMOLITION 723-755 FORESTERIA DRIVE
BID NUMBER 05-2008 CRA PROJECT NUMBER 0810

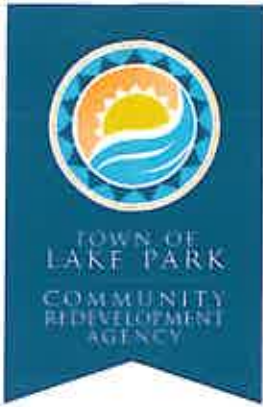
BID OPENING 11/26/08

BID ITEM DESCRIPTION	UNIT	COMPANY					ENVIRONMENTAL	
		RKC LAND DEVELOPMENT	BERG DEMOLITION	KIMMINS CONTRACTING	LVI SERVICES	CST		
		\$	\$	\$	\$	\$		
A INDEMNIFICATION	JOB	100.00	100.00	100.00	100.00	100.00		
B REGISTRATION, PERMITS, MOBILIZATION	L S	2,500.00	38,600.00	18,000.00	2,500.00	14,300.00		
C. WIND SCREEN & FILTER FABRIC	L S	2,817.00	1,600.00	2,000.00	7,300.00	8,200.00		
D ASBESTOS REMOVAL WORK PLAN	L S	XXXXX	1,250.00	2,000.00	500.00	4,800.00		
E ENVIRONMENTAL CONSULTANT OVERSIGHT	L S	XXXXX	7,000.00	2,700.00	11,250.00	28,000.00		
F REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL	L S.	138,500.00	128,800.00	145,000.00	205,000.00	210,000.00		
G. DISPOSAL OF BUILDING CONTENTS	L S.	XXXXX	4,000.00	3,500.00	2,600.00	3,600.00		
H TREE, VEGETATION & GRASS REMOVAL	L S	1,200.00	1,300.00	3,875.00	1,500.00	5,000.00		
I BUILDING DEMOLITION & DISPOSAL	L S	62,315.00	50,000.00	119,700.00	75,100.00	60,000.00		
J SITE CLEARING, GRADING & CLEANUP	L S	XXXXX	1,500.00	1,000.00	1,000.00	10,000.00		
K MISCELLANEOUS INCL FENCE MODIFICATION OFF-SITE CLEANUP, DUST CONTROL, UTILITY DISCONNECT & PLUG, PRESERVE WELL, SLATED WALL REMOVAL, MEETING WITH TOWN AND P.B. COUNTY DEPT OF ENVIRONMENTAL HEALTH AND ENGINEERING	L S	14,783.00	5,000.00	1,500.00	2,500.00	10,000.00		
TOTAL ITEMS A. thru K.		223,295.00	238,950.00	298,175.00	305,150.00	348,200.00		
L ADJUSTMENT FOR QUANTITIES OF ASBESTOS CONTAINING MATERIAL								
Wall Material add/deduct	\$/s f	XXXXX	2.50	1.56	2.00	3.00		
Textured Ceiling Material add/deduct	\$/s f.	XXXXX	2.50	2.19	2.85	1.40		
Popcorn Ceiling Finish add/deduct	\$/s f.	XXXXX	2.50	2.19	3.05	2.85		
Floor and or Hastic add/deduct	\$/s.f	XXXXX	2.50	1.56	2.05	1.50		
M Deduct Item "E" (Environmental Consultant to be provided by Town	L S	XXXXX	7,000.00	2,700.00	11,250.00	28,000.00		

PAGE 1 OF 2

TABULATED BY Richard Pitman, CRA Project Manager

TAB 3



**CRA
Agenda Request Form**

Meeting Date: March 18, 2009

Agenda Item No. *Tab 3*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <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"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Law Enforcement Services Agreement

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. Davis* **Date:** *3/11/09*

Prepared By: Executive Director	Costs: \$ 215,000 Funding Source: Contractual Services Acct. #	Attachments: Agreement
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Summary Explanation/Background: At the February 15, 2009 CRA meeting, staff proposed adding two additional Palm Beach County Sheriff's Office (PBSO) Deputies to patrol the CRA area. Staff additionally proposed that the positions be funded through the transfer of dollars from infrastructure work and unappropriated fund balance to the contractual services line item.

The Executive Director negotiated the first year's contract at \$107,500 per deputy. The contract calls for two deputies at 40 hours per week for a total of 80 hours per week. Staff will work with PBSO command staff to determine the best utilization and scheduling of the additional resources.

Attached please find the Law Enforcement Service Agreement between the Town and PBSO for the additional deputies. The Town Attorney has reviewed and approved the agreement for legal sufficiency accordingly.

LAW ENFORCEMENT SERVICE AGREEMENT

This Agreement was made and entered into on the _____ day of _____, 2009, between Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as the Sheriff, and Lake Park Community Redevelopment Agency, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Part III, Florida Statutes, located in Palm Beach County, Florida hereinafter referred to as Lake Park CRA.

Whereas, the Lake Park CRA, pursuant to its authority as provided in Section 163.370, Florida Statutes, wishes to contract with the Sheriff for performance of law enforcement / security services and related functions within its boundaries in Palm Beach County, Florida, and the Sheriff is agreeable to rendering these services on the terms and conditions hereafter set forth:

1. In entering into this Agreement, it is Lake Park CRA intent to contract for the service of two deputy sheriff's within the boundaries of the Lake Park CRA for 80 hours per week. The purpose of doing so is to have a high profile patrol specifically dedicated to the area encompassed by the boundaries of the Lake Park CRA to promote a higher degree of protection and security for the property, residents, businesses, and visitors within the boundaries of the Lake Park CRA. The Lake Park CRA shall provide an outline of specific problems to be addressed by the Sheriff and services desired to be performed by the Sheriff, which when reviewed and accepted by the Sheriff shall become the operating profile of this Agreement.
2. The Sheriff shall provide law enforcement/security services within the geographical area which comprises the Lake Park CRA. The Sheriff shall exercise the authority granted to him by the laws of the State of Florida and as prescribed by the Florida Constitution, Florida Statute Chapter 30 and Florida Statute Chapter 316, and as further outlined under the codes of Palm Beach County and the Town of Lake Park.
3. In order to perform these services, the Sheriff shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the services rendered. The activities of deputies assigned to perform services, pursuant to this Agreement, shall be reported and documented and records will be maintained as required by the Sheriff's Office and Florida State Statutes. The rendition of services, standards of performance, discipline and other matters incident to the performance of such services and the control of personnel employed shall be within the sole discretion of the Sheriff consistent with the operating profile referenced hereinabove.

In the event of a dispute between the parties as to the extent of the duties and functions rendered hereunder, the final determination shall be made by the Sheriff. The Sheriff shall be required, pursuant to this Agreement, to provide services of no less than 80 hours per week or 16 hours per day, five days per week. Additional hours per week will be secured through PBSO Extra-Duty Permit agreements at the then current extra-duty permit hourly rate. Specific duty hours and days of service will vary depending on assessed need, and they will be

adjusted by agreement between the liaison representing Lake Park CRA and the Captain of District 10 of the Sheriff's Office.

4. Persons employed in the performance of services provided are employees of the Sheriff and not employees of Lake Park CRA. As such they receive all benefits, compensation, training and promotions from the Sheriff.
5. The initial term of this Agreement shall be 12 months, beginning May 1, 2009 and ending on April 30, 2010. This Agreement may be renewed by the parties, subject to computation of cost at the time of renewal and a written Amendment extending the term.

Total cost of personnel and equipment, for the contracted 80 hours/week, during the initial term of the Agreement shall be \$215,000. Monthly payments shall be in the amount of \$17,916.67. The last (12th) month's payment shall be \$17,916.63. Said amount shall be paid in advance and received by the Sheriff by the 25th day of the month preceding the month for which the payment is due. If payment is not received by the last day of the month for which it is due, the Agreement shall be in default and the Sheriff shall provide written notice of same and shall give the Lake Park CRA five days to cure the default before terminating the Agreement for non-payment.

Additional hours secured through extra-duty permits will be billed separately through the Extra-duty permits office.

6. This Agreement may be cancelled by either party for any reason providing the canceling party gives the other party 60 days advance written notice.
7. This Agreement may be modified only if such modification is in writing and signed by both parties.
8. All notices and the exchange of information by and between the parties to this Agreement shall be as follows:
 - A. The authorized representative for Lake Park CRA shall be its Executive Director Davis, at (561) 881-3304, 535 Park Avenue, Lake Park, Florida 33403.
 - B. The authorized representative of the Sheriff is the Major of Agency Operations, Palm Beach County Sheriff's Office (561) 688-3188, 3228 Gun Club Road, West Palm Beach, Florida 33406, or his/her successor.
9. To the extent permitted by law, and without waiving any constitutional or statutory sovereign immunity protections, the Sheriff shall indemnify and hold harmless Lake Park CRA against any actions, claims or damages which may arise out of the negligence and/or intentional act of the Sheriff, his deputies, agents, and employees in furtherance of this Agreement and in the course and scope of his/her employment. Lake Park CRA shall indemnify and hold harmless the Sheriff, his

deputies, agents, and employees against any actions, claims or damages arising out of Lake Park CRA, and its officers' and agents' negligence and/or intentional acts in connection with the services provided under this Agreement.

10. This Agreement shall not be assigned.
11. If a party to this Agreement intends to provide any publicity, public relations, advertisements or signs with respect to any activities conducted in association with this Agreement, the party intending to publicize the activity shall obtain the other party's approval of the materials being used to advertise the activity prior to the materials being posted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST

Lake Park Community
Redevelopment Agency
535 Park Avenue
Lake Park, Florida 33403

Vivian Mendez Lemley, Clerk

By: _____
Desca Dubois, Chair

Approved as to Form
and Legal Sufficiency

Thomas J. Baird, CRA General Counsel

ATTEST:

Palm Beach County Sheriff's Office

Michael Veccia, Major

Ric L. Bradshaw, Sheriff

TAB 4



**CRA
Agenda Request Form**

Meeting Date:

Agenda Item No. *Tab 4*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <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"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Authorize an Expenditure for Communication Services not to Exceed \$50,000 to Adkins and Associates, Inc.

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *M. J. Davis* Date: *3/12/09*

Prepared By: Executive Director	Costs: \$50,000 Funding Source: Contractual Services Acct. #	Attachments: 2008 Agenda Item and Contract
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Summary Explanation/Background: At its July 16, 2008 meeting the CRA Board awarded a consulting contract for communication services to Adkins and Associates, Inc.

This firm is working closely with staff and the CRA consultants to perform a variety of services including but not limited to, developing marketing strategies, branding, preparing communication pieces, redesigning the CRA website, designing logos, banners, brochures, etc. Most recently, this firm assisted with the marketing strategy for the Tax Incentive Referendum, which passed overwhelmingly.

The CRA Board authorized a communications budget of \$50,000 for Fiscal Year 2008/09. Staff is requesting authority to expend the budgeted amount to continue in the crucially important area of properly marketing the CRA.

RESOLUTION NO. 01-07-08

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF TOWN OF LAKE PARK, FLORIDA, APPOINTING A COMMUNICATIONS CONSULTING SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the CRA of the Town of Lake Park to engage the services of a communications consultant; and

WHEREAS, the City of Homestead, Florida issued a Request For Proposals seeking proposals from entities wishing to perform communications consulting services for the City of Homestead; and

WHEREAS, the City of Homestead, Florida received responses from firms seeking to provide communications consulting services to the city; and

WHEREAS, an evaluation committee consisting of the City's Marketing Committee heard and received presentations from all firms, evaluated the responses to the RFP and determined that it would like to retain the services of Adkins and Associates to represent the City of Homestead, Florida as its communications consultant; and

WHEREAS, the City Commission of the City of Homestead appointed Adkins and Associates as its communications firm; and

WHEREAS, in the best interest of the CRA of the Town of Lake Park and acknowledging that time is of the essence, the CRA Board of the Town of Lake Park wishes to utilize the completed competitive RFP process of the City of Homestead and retain the services of Adkins and Associates.

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

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Communications Consultant. Adkins and Associates, Inc. is hereby approved by the CRA of the Town of Lake Park to provide communications consulting services to the CRA of the Town of Lake Park.

Section 3. Chair Authorized. The Chair is hereby authorized to execute the agreement between the CRA and Adkins and Associates, Inc., with said agreement.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

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

	AYE	NAY
CHAIR DESCA DUBOIS	<u>X</u>	—
VICE-CHAIR ED DALY	<u>X</u>	—
BOARD MEMBER CHUCK BALIUS	<u>X</u>	—
BOARD MEMBER JEFF CAREY	<u>X</u>	—
BOARD MEMBER PATRICIA OSTERMAN	<u>X</u>	—
BOARD MEMBER CHRISTIANE FRANCOIS	<u>X</u>	—
BOARD MEMBER MICHELLE SUITER	<u>X</u>	—

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO.01-07-08 duly passed and adopted this 16 day of July, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois
 DESCA DUBOIS
 CHAIR

ATTEST:

Vivian Mandez Lemley

Vivian Mandez Lemley
 AGENCY CLERK

TOWN OF LAKE PARK
 SEAL
 (TOWN SEAL)

FLORIDA

Approved as to form and legal sufficiency:

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

PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ("Agreement") is made as of the 16 day of July, 2008 (the "Effective Date") between the Community Redevelopment Agency of the Town of Lake Park, Florida, ("CRA") and Adkins & Associates, Inc., a company ("Consultant").

WHEREAS, the CRA desires to retain Consultant to perform public information, public relations, marketing and consulting services; and

WHEREAS, Consultant is engaged in the business providing such services and is willing to provide those services;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be receipt, the recipient and sufficiency of which is hereby acknowledged, CRA and Consultant hereby agree as follows:

1. **TERM.** This agreement shall commence on the Effective Date and shall continue until terminated, with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to CRA and shall provide certain public information, public relations, marketing and consulting services as agreed upon by the Parties from time to time (the "Services"), as more fully described in the statements of work accepted and signed by CRA and Consultant and attached to this Agreement (the "Exhibit"). When so executed and attached, the Exhibit shall be fully incorporated herein for all purposes. The Services shall be provided in a joint effort with the CRA's personnel and utilizing Consultant resources as agreed upon in Exhibit. The Services shall be the only services provided by Consultant unless altered with the mutual consent of both Parties to this Agreement, evidenced in writing.
3. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and consultant. Consultant shall perform the Services at the direction of CRA. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal between CRA and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of CRA or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the same name of CRA.
4. **COMPENSATION.** In consideration of Consultant's actions on behalf of CRA and the Services rendered hereunder, CRA shall pay Consultant on a rate detailed in the Exhibit. All working time shall be invoiced to CRA at the end of each calendar month for services provided during that month. CRA is obligated to pay all invoices within thirty (30) days from the date of any such invoice.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligations to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to CRA any confidential business information or trade secrets belonging to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connections with the performance of Consultant's obligations to CRA hereunder; and (iii) has not and will not remove any books, papers, or records belonging to any third party including, business plans, confidential customer information, or confidential or proprietary information about any third party's products or services. This Section 5 shall survive termination of this Agreement.
6. **OWNERSHIP OF GRAPHIC DESIGNS.** Upon payment in full of any and all charges by CRA to Adkins for all graphic elements including but not limited to CRA/Town Seal, CRA/Town Logo, and CRA/Town Slogan, all designs become the sole property of the CRA/Town. Stock photography used by Adkins in the design of materials may or may not be conveyed to CRA depending on the terms of purchase governed by laws regarding intellectual property. If photography is not able to be conveyed to CRA, Adkins will provide source of photography to allow CRA to license photography.
7. **TERMINATION.**
- a. In the event of a material or repeated default in the performance of this Agreement by either party, which default shall remain uncured for fifteen (15) days after the defaulting Party receives the written notice of default from the non-defaulting Party which specifies the nature of such default by the defaulting Party, the non-defaulting Party may immediately terminate this Agreement as of date set forth in such notice. During the foregoing fifteen (15) day cure period, the non-defaulting Party may suspend performance of this Agreement
 - b. This Agreement may be terminated at any time by the written mutual consent of Consultant and CRA.
 - c. Either Party shall have the right to terminate this Agreement without cause at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such as termination, which shall be specified in the written notice.
 - d. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

8. MISCELLANEOUS.

- a. Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addresses to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To CRA

Maria V. Davis, Executive Director
CRA of the Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

To Consultant:

Jon S. (Stan) Adkins, President
Adkins & Associates, Inc.
2 Alahambra Plaza, Suite 740
Coral Gables, FL 33134

- b. Compliance with Laws. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.
- c. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e. Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

- f. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- g. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- i. Force Majure. Non-performance of Consultant or CRA shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- j. Governing Laws. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida.
- k. Entire Agreement. This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- l. This Section 8 shall survive termination of this Agreement.

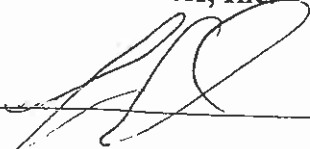
IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and CRA has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set of forth above.

CRA of the Town of Lake Park

By: 

Printed Name: Desca DuBois
Title: CRA Board Chair

Adkins & Associates, Inc

By: 

Printed Name: Jon S. Adkins
Title: President

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EXHIBIT
SCOPE OF SERVICES

THIS STATEMENT OF WORK is dated as of this 16 day of July, 2008 by and between the CRA of the Town of Lake Park, FL, and Adkins & Associates, Inc. as part of Professional Services Agreement.

1. General Services.

- a. Analyze the public information needs and interests of the resident, business owners, general public, media and CRA officials in order to prepare a comprehensive Communications Plan. The Communications Plan, subject to input and approval from the CRA Board, shall include public information policies and procedures and advice and planning for public access cable programming.
- b. Prepare, research, edit and disseminates public information and news releases for the CRA and write and edit articles or content for newspapers, magazine, television, radio, and other media sources pursuant to publication or broadcast opportunities.
- c. Collaborate with community groups, such as Chambers of Commerce and community-based organizations in the development of materials.
- d. Serve, as requested by the Executive Director, as the CRA spokesperson.
- e. Organize and arrange public appearances and speaking engagements for CRA officials, including the Chair and Board Members.
- f. Prepare monthly written status reports to the CRA. Such reports shall be detailed as necessary and include updates on the CRA's public information program.
- g. Generally oversee the CRA website and work with CRA's webmaster to enhance current and new avenues of interest and information.

2. Project Services.

- a. Edit and enhance CRA's newsletter.
- b. Develop avenues of communication to potential stakeholders and businesses.
- c. Develop CRA brochures and other documents as needed.

COMPENSATION AND EXPENSES

CRA agrees to pay Adkins:

1. **For Project Services.** All projects will be quoted on a job-by-job basis. Adkins shall provide CRA with an advance written estimate of the cost for the production of any materials developed pursuant to this agreement. CRA agrees to pay any such approved expenses within 15 days of receipt of an invoice from Adkins. Miscellaneous expenses such as copies, couriers, overnight services, or similar items will be billed with the monthly Creative and Consulting Services invoices.
2. Commissions equivalent to fifteen percent (15%) of the gross cost of any media or printing purchased.
3. Production fees for direct mail, television spots, print ads or any other collateral material will be quoted on a job-by-job basis.
4. The actual costs for any custom photography, stock photography, pre-press film production, or other outside services necessary to production.
5. Reimbursement for any extraordinary expenses approved by and incurred on behalf of the CRA

PAYMENT SCHEDULE

Project Service fees, production costs and general expenses will be billed as they are incurred and are payable upon receipt. Travel time to and from meetings will be billed at two (2) hours at a rate of \$50 per hour if Adkins is to travel to CRA. The following guideline for service fees is offered as a reference:

General Consulting & Creative Services	\$200. /Hr.
Copywriting	125. /Hr.
Design & Layout	125. /Hr.
Computer Graphic Composition	100. /Hr.
Production Management	65. /Hr.

IN WITNESS WHEREOF, CRA has signed and delivered this Scope of Services, Compensation and Expenses, and Payment Schedule and has caused this Statement of Work to be signed and delivered by its duly authorized officer or representative, all as of this 16 day of July, 2008.

CRA of the Town of Lake Park, FL

By: 

Printed Name: Desca DuBois
Title: CRA Chair

Adkins & Associates, Inc.

By: 

Printed Name: Jon S. Adkins
Title: President

12/11/06 2013

PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ("Agreement") is made as of the _____ day of December, 2006 (the "Effective Date") between the City of Homestead, Florida, a Florida municipality ("Homestead") and Adkins & Associates, Inc., a company ("Consultant").

WHEREAS, Homestead desires to retain Consultant to perform public information, public relations, marketing and consulting services; and

WHEREAS, Consultant is engaged in the business providing such services and is willing to provide those services;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be receipt, the recipient and sufficiency of which is hereby acknowledged, Homestead and Consultant hereby agree as follows:

1. **TERM.** This agreement shall commence on the Effective Date and shall continue until terminated, with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to Homestead and shall provide certain public information, public relations, marketing and consulting services as agreed upon by the Parties from time to time (the "Services"), as more fully described in the statements of work accepted and signed by Homestead and Consultant and attached to this Agreement (the "Exhibit"). When so executed and attached, the Exhibit shall be fully incorporated herein for all purposes. The Services shall be provided in a joint effort with Homestead's personnel and utilizing Consultant resources as agreed upon in Exhibit. The Services shall be the only services provided by Consultant unless altered with the mutual consent of both Parties to this Agreement, evidenced in writing.
3. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and consultant. Consultant shall perform the Services at the direction of Homestead. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal between Homestead and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Homestead or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the same name of Homestead.
4. **COMPENSATION.** In consideration of Consultant's actions on behalf of Homestead and the Services rendered hereunder Homestead shall pay Consultant on a rate detailed in the Exhibit. All working time shall be invoiced to Homestead at the end of each calendar month for services provided during that month.

1
- (11) - 005

Homestead is obligated to pay all invoices within thirty (30) days from the date of any such invoice.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligations to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to Homestead any confidential business information or trade secrets belonging to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connections with the performance of Consultant's obligations to Homestead hereunder; and (iii) has not and will not remove any books, papers, or records belonging to any third party including, business plans, confidential customer information, or confidential or proprietary information about any third party's products or services. This Section 5 shall survive termination of this Agreement.
6. **OWNERSHIP OF GRAPHIC DESIGNS.** Upon payment in full of any and all charges by City to Adkins for all graphic elements including but not limited to City Seal, City Logo, and City Slogan, all designs become the sole property of the City. Stock photography used by Adkins in the design of materials may or may not be conveyed to City depending on the terms of purchase governed by laws regarding intellectual property. If photography is not able to be conveyed to City, Adkins will provide source of photography to allow City to license photography.
7. **TERMINATION.**
 - a. In the event of a material or repeated default in the performance of this Agreement by either party, which default shall remain uncured for fifteen (15) days after the defaulting Party receives the written notice of default from the non-defaulting Party which specifies the nature of such default by the defaulting Party, the non-defaulting Party may immediately terminate this Agreement as of date set forth in such notice. During the foregoing fifteen (15) day cure period, the non-defaulting Party may suspend performance of this Agreement.
 - b. This Agreement may be terminated at any time by the written mutual consent of Consultant and Homestead.
 - c. Either Party shall have the right to terminate this Agreement without cause at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such termination, which shall be specified in the written notice.
 - d. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

8. MISCELLANEOUS.

- a. Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addresses to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Homestead Curt Ivy, City Manager
The City of Homestead
790 N. Homestead Blvd.
Homestead, FL 33036

To Consultant: Jon S. (Stan) Adkins, President
Adkins & Associates, Inc.
2222 Leon Blvd., 6th Floor
Coral Gables, FL 33134

- b. Compliance with Laws. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.
- c. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e. Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

- f. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- g. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- i. Force Majure. Non-performance of Consultant or Homestead shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- j. Governing Laws. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida.
- k. Entire Agreement. This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supercedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- l. This Section 8 shall survive termination of this Agreement.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and Homestead has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set of forth above.

City of Homestead

Adkins & Associates, Inc.

By: Curt K. Ivy, Jr.

By: [Signature]

Printed Name: Curt Ivy
Title: City Manager

Printed Name: Jon S. Adkin
Title: President

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107-011045

**EXHIBIT
SCOPE OF SERVICES**

THIS STATEMENT OF WORK is dated as of this ___ day of December, 2006 by and between the City of Homestead, FL, and Adkins & Associates, Inc. as part of Professional Services Agreement.

1. General Services.

- a. Analyze the public information needs and interests of the residents, business owners, general public, media and City officials in order to prepare a comprehensive Communications Plan. The Communications Plan, subject to input and approval from the City Council, shall include public information policies and procedures and advice and planning for public access cable programming.
- b. Prepare, research, edit and disseminates public information and news releases for the City and write and edit articles or content for newspapers, magazine, television, radio, and other media sources pursuant to publication or broadcast opportunities.
- c. Collaborate with community groups, such as Chambers of Commerce and community-based organizations in the development of materials.
- d. Serve, as requested by the City Manager, as the City spokesperson.
- e. Organize and arrange public appearances and speaking engagements for City officials, including the Mayor and Council.
- f. Prepare monthly written status reports to the City. Such reports shall be detailed as necessary and include updates on the City's public information program.
- g. Generally oversee the City website and work with City's webmaster to enhance current and new avenues of interest and information.

2. Project Services.

- a. Enhance City's newsletter.
- b. Develop avenues of communication to potential stakeholders and businesses.
- c. Develop City brochures and other documents as needed.

COMPENSATION AND EXPENSES

Homestead agrees to pay Adkins:

1. **For Project Services.** All projects will be quoted on a job-by-job basis. Adkins shall provide City with an advance written estimate of the cost for the production of any materials developed pursuant to this agreement. City agrees to pay any such approved expenses within 15 days of receipt of an invoice from Adkins. Miscellaneous expenses such as copies, couriers, overnight services, or similar items will be billed with the monthly Creative and Consulting Services invoices, subject to the City Manager's prior written approval.
2. Commissions equivalent to fifteen percent (15%) of the gross cost of any media or printing purchased, subject to the City Manager's prior written approval.
3. Production fees for direct mail, television spots, print ads or any other collateral material will be quoted on a job-by-job basis, subject to the City Manager's prior written approval.
4. The actual costs for any custom photography, stock photography, pre-press film production, or other outside services necessary to production, subject to the City Manager's prior written approval.
5. Reimbursement for any extraordinary expenses and necessary expenses that are first approved in writing by the City Manager and are reasonably incurred on behalf of Homestead.

PAYMENT SCHEDULE

Project Service fees, production costs and general expenses will be billed as they are incurred and are payable upon receipt. Travel time to and from meetings will be billed at two (2) hours at a rate of \$50 per hour if Adkins is to travel to Homestead. The following guideline for service fees is offered as a reference:

General Consulting & Creative Services	\$200./Hr.
Copywriting	125./Hr.
Design & Layout	125./Hr.
Computer Graphic Composition	100./Hr.
Production Management	65./Hr.

IN WITNESS WHEREOF, Homestead has signed and delivered this Scope of Services, Compensation and Expenses, and Payment Schedule and has caused this Statement of Work to be signed and delivered by its duly authorized officer or representative, all as of this _____ day of December, 2006..

City of Homestead

By: Curtis K. Dwyer, Jr.

Adkins & Associates, Inc.

By: [Signature]

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07-11-06

Printed Name: Curt Ivy
Title: City Manager

Printed Name: Jon S Adkins
Title: President

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

Meeting Date: July 16, 2008

Agenda Item No. _____

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: _____ | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Award of Communications Contract to Adkins and Associates, Inc. Utilizing the City of Homestead Professional Services Agreement.

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director _____ Date: _____

Name/Title

Date of Actual Submittal

Originating Department: <p style="text-align: center;">Executive Director</p>	Costs: \$25,000 Funding Source: CRA Contractual Services Acct. #	Attachments: City of Homestead Contract and Supporting Documentation
Department Review: <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 _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: In order to properly market the CRA in general, and the Downtown Business District in particular, it is essential to obtain the assistance of a professional communications firm.

Adkins and Associates, Inc. is a marketing firm with particular expertise in municipal government and with a proven record of success. The CRA is in need of a variety of consulting services consisting of public information, public relations, marketing and consulting services. This firm assisted the CRA with the marketing strategy for the Downtown Alleyway Project Referendum. As you are aware, the referendum passed overwhelmingly.

Staff is recommending that the Board approve a contract with Adkins and Associates, Inc. utilizing the competitively bid contract from the City of Homestead, FL, to begin the marketing process for the CRA. Funding in the amount of \$25,000 is included in this Fiscal Year's 2007/2008 budget.