



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, December 2, 2020,
 Immediately Following the
 Community Redevelopment Agency Board Meeting
 Commission Chamber, Town Hall
 535 Park Avenue, Lake Park, FL 33403

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

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

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **SPECIAL PRESENTATION/REPORT:**
 - 1. Air Purification Technology Making Indoors Safe during COVID-19 Tab 1
- D. **PUBLIC COMMENT:**
 This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal

sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. November 18, 2020 Regular Commission Meeting Minutes Tab 2
3. Approval of Replacement Refuse Container Purchase Tab 3
4. Review and Approval of 2020-2021 Town Grantmaking Program Application, Including Language Stipulation Grant Recipients Must Wait One Year Before Applying Again. Tab 4
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: None
- G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: None
- H. NEW BUSINESS:
 5. Air Purification Technology Making Indoors Safe during COVID-19 Tab 5
 6. Discussion of the Award of Agreement for Tennis Center Management and Maintenance Services between the Town of Lake Park and Elite Sports & Recreation Management (Request for Proposal 108-2020) Tab 6
 7. Resolution 81-12-20 Budget Amendment for the 64-Gallon Recycle Container Purchase Tab 7
 8. Approval of 64-Gallon Recycling Container Purchase Tab 8
 9. Request to Waive Permit Fees for West Construction and Architecture and Design Tab 9
 10. Legislative Priority List for State Funding Tab 10
 11. Resolution 82-12-20 Authorizing and Directing the Mayor to Sign an Interlocal Agreement between Palm Beach County and the Town of Lake Park for the Award of Cares Act Funds to the Town. Tab 11
- I. PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- K. REQUEST FOR FUTURE AGENDA ITEMS:
- L. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on December 16, 2020

Special Presentations /Reports

TAB 1



Town of Lake Park Town Commission

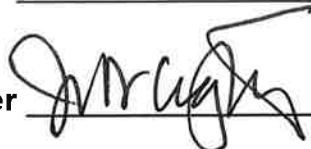
Agenda Request Form

Meeting Date: December 2, 2020,

Agenda Item No. Tab 1

Agenda Title: Air Purification Technology Making Indoors Safe during COVID-19

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

Approved by Town Manager  Date: 11/23/2020

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • New Germ Warfare • Hydro-Peroxide for indoor Air Quality • Advance Oxidation Test Results • Labels for Restaurants • Commercial PHI Unit Description
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	<input type="checkbox"/> Yes, Notified everyone OR <input type="checkbox"/> Not applicable in this case Please initial one.

Summary Explanation/Background: Covid-19 disproportionately hit indoor venues such as Restaurants, Micro-Breweries, and indoor Entertainment venues the hardest. The government's initial response was to close down all restaurants, bars, breweries, movie theatres, etcetera. Since then, restaurants, micro-breweries, movie theatres, and other indoor venues are open for business, with some with limited capacities. The virus is very contagious, spreading the virus from person-to-person through respiratory droplets. The primary concern under such transmission circumstances is the indoor seating in an

enclosed environment. Residents, especially the elderly, are not inclined to frequent such venues until they are convinced indoor seating is safe. Safety requires the removal or the elimination of the COVID-19 virus indoors. Restaurants, movie theatres, indoor entertainment venues require an environmental response for residents and patrons to feel safe. We have advertised Lake Park is Safely open in our ad campaigns. Implementing Reme-Halo technology for restaurants, entertainment venues, microbreweries, and other indoor businesses in Lake Park would be a step in the right direction.

The Administration has identified \$100,000 to help with half the cost of the purchase and installation of the Reme-Halo and Commercial PHI Technologies. The Commercial PHI Technology can reduce odors, air pollutants, VOC (chemical odors), smoke, mold, bacteria and viruses. The installation is in the air ducts. The two units mentioned above have different costs based on the tonnage of the air condition units. The Commercial PHI Unit created Advanced Oxidation Processes consisting of Hydro-peroxides, ozonide ions, super oxide ions and hydroxide ions. All of the oxidizers revert to oxygen and hydrogen after the oxidation of the pollutant is eliminated.

Funding will be available on a first-come, first-serve basis until the funding is exhausted. The Reme-Halo technology for up to an eight-ton unit is \$1,200.00 (estimate). The Commercial PHI Unit has a higher cost depending upon the tonnage of the air unit.

Recommended Motion: Move to carry forward \$100,000 from the FY 19-20 budget for funding half the cost of the purchase and installation of Reme-Halo and Commercial PHI Technologies for all restaurants, all micro-breweries, and commercial businesses in the incorporated Town of Lake Park

THE NEW GERM WARFARE



REME • HALO®

All the world's best IAQ technologies combined into one superior whole home/building air purification device, including ultraviolet (UVC), PCO, bi-polar ionization, cold plasma, hydrosonolysis, Wi-Fi, and RGF's proprietary Photohydroionization®.

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RGF®
ENVIRONMENTAL GROUP, INC.
3200 West 10th Street, Suite 100, Denver, CO 80202

FEATURES

- Our #1 selling in-duct air purification system
- Reduces bacteria and viruses in the air and on surfaces
- Reduces allergens, smoke, odors, and VOCs
- Pro-actively provides whole home and building air purification

TECHNOLOGIES

- Proprietary technology, third party tested, validated and proven
- Dual ionizers for increased bi-polar ionization output
- Zinc enhanced catalyst for superior bacteria and virus reduction
- Incorporates an adjustable shroud around the REME cell allowing the customization of the hydro-peroxide output
- Quick release features for easy, no tool, cell replacement



Dust



Pollen



Dander



Bacteria



Virus



Mold Spores



VOCs

5 YEAR
LIMITED
WARRANTY
Green Product Average
Uses Only 13 Watts



Scan with your
smartphone
to learn more.



Conforms to UL 1598:2008-09
CAN/CSA C22.2 No. 250.0:2008
EN60335-2-65:2003/A11:2012

Hydro-Peroxide for Indoor Air Quality!

A new advanced Oxidation Technology utilizing "Ionized Hydro-Peroxide" is brought to the HVAC industry for indoor Air Quality!

By Dr. James Marsden, Ronald G. Fink and Walter B. Ellis

Oxidation is technically defined as the losing or the giving up of an electron. It can involve very complex reactions between molecules and the oxidizers that are produced. For this article we will keep it simple and only look at some of the interactions between oxygen molecules and the different substances that they may contact. Controlled oxidation is an excellent way to destroy organics such as odors, viruses, bacteria, VOC's and mold. Unfortunately, uncontrolled oxidation can also destroy living tissue. Fire is an



example of rapid oxidation. Rust is an example of slow oxidation. As in many things, too much of a good thing can be dangerous. Some oxidizers are classified as "friendly"; which means when these oxidizers react they revert to water, hydrogen, or oxygen. Friendly oxidizers are always oxygen based. They include hydroxyl radicals, low level ozone, hydrogen peroxide, and oxygen.

Table 1

Oxidizing Agents Redox	Potential (v) ⁽¹⁾	Government Safety Limits ^{(1) (2) (3)}
1. Fluorine (F)	2.87	Not recommended
*2. Hydroxyl radical (OH)	2.86	Too fast to measure
*3. Ozone (O ₃)	2.07	.04 ppm
*4. Hydrogen Peroxide (H ₂ O ₂)	1.78	1.0 ppm
5. Chlorine (CL)	1.36	.5 ppm
*6. Oxygen (O ₂)	1.23	19.5-23.5%
*Friendly Oxygen-Based Oxidizers		

Hydroxyl radicals are almost theoretical in that they are so reactive that they are created and decomposed almost instantaneously. They are typically confined to the reaction surfaces of the catalyst where they are made. They can be difficult to control, and accordingly are not always practical to use for indoor air treatment systems.

Ozone was discovered in the late 1800s in France and has been used extensively for water and food purification. Unlike America, Europe prefers ozone over chlorine for water purification. In the 1980s, ozone began to appear in air purification primarily as a way to destroy various odors including smoke.

Commercial ozone generators are still very popular with

fire and flood restoration companies. The use of ozone as an indoor air quality method for occupied spaces quickly was picked up by Sharper Image with a product called "Ionic Breeze", basically an ion generator that produced ozone. Numerous State Attorney Generals filed suit against Sharper Image for false and misleading advertising which ultimately forced the company into bankruptcy.

Ozone is an effective oxidizer, but it carries a health warning at a relatively low dosage. A look at Table 1 of oxidizing agents shows ozone as number 3, just below fluorine and the hydroxyl radical, which are far too dangerous to consider.

Chlorine (CL) is a chemical that creates a byproduct of trihalomethanes that are known carcinogens linked to cancer in humans. Oxygen (O₂) is good, but by raising oxygen levels, fire hazards are created.

This leaves us with Hydrogen Peroxide (H₂O₂), number four on the list, just below ozone, hydrogen peroxide is a compound of two parts hydrogen and two parts oxygen ⁽²⁾, simply water (H₂O) with one extra atom of oxygen. Sounds safe enough! Hydrogen Peroxide has been used by the medical community for 170 years, mostly for disinfection purposes. In the 1920s, the British cut the mortality rate for pneumonia from 80% to 48% using Hydrogen Peroxide therapy. Hydrogen Peroxide (H₂O₂) is considered the safest oxidizer available (after oxygen). It is widely used today in toothpaste, mouthwash and household



Hydrogen peroxide products

cleaners. An old household remedy for children with respiratory problems is to put a tablespoon of hydrogen peroxide in a vaporizer.

Why not use it to disinfect the indoor air we breathe? We know it works in high concentrations as tested by the EPA for use in disinfecting HVAC ducts for Anthrax spores.^{(3) (4)} Should we have another terrorist Anthrax incident or a contaminated hospital, vaporized Hydrogen Peroxide (H₂O₂) has been successfully tested.

Some will say that Hydrogen Peroxide (H₂O₂) in levels over 1 ppm can be a health hazard. This is probably true, but high levels of almost everything can be a health hazard. After all, too much oxygen can cause oxygen toxicity or poisoning, which will lead to cell damage and death.⁽³⁾ Even consuming too much water can be fatal.

Hydroperoxides are known as Mother Nature's natural, enviro-friendly cleaning agent. Maybe mother did know best when she said "Go play outdoors, it's healthier". Ionized hydrogen peroxides are responsible for the air smelling so clean after a thunder storm. The combination of ions from lightning, water and sun increase the natural level of hydrogen peroxide, thereby cleaning the air. Typical outdoor levels of hydroperoxides run between .01 to .03 ppm. The Government safety ⁽²⁾ guideline on hydroperoxide gas is 1.0 ppm. .02 ppm (typical outdoor levels) is 1/50 or well below the Government safety limits.



Hydroperoxides outdoor levels --
.01 ppm to .03 ppm ^{(7) (8) (10)}

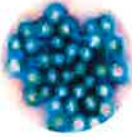





Hydroperoxides inside house PHI unit off --
.00 ppm ^{(9) (10)}

Hydroperoxides inside house PHI unit on --
.01 ppm to .02 ppm ^{(9) (10)}

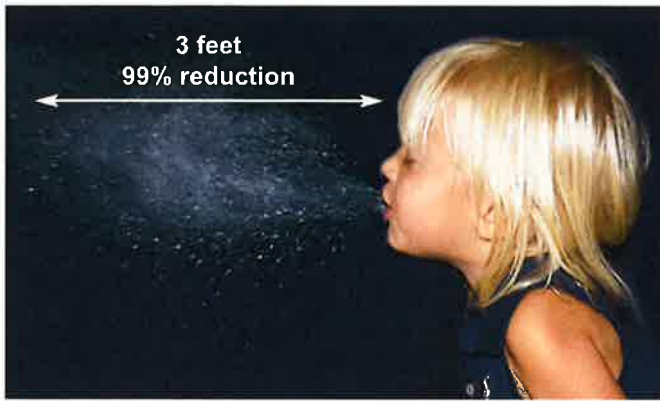
Now, .01 ppm may not sound like a lot, but there are approximately 177,000,000,000,000 hydroperoxide gas molecules in a single litre of air, which means they are close to one micron apart. So, bacteria, odors, viruses, VOCs, mold, etc. do not have to go far to be hit with one and destroyed. Hydroperoxide gas at levels of .01 ppm are now recognized by the EPA as an effective infection control and microbial treatment technology.

A technology developed in the late 1990s by RGF Environmental creates hydroperoxides from moisture in the air within an HVAC system, almost like misting the indoor air with a weak hydrogen peroxide solution. Photohydroionization™ (PHI), a patented ionized hydroperoxide technology developed by RGF Environmental simulates the natural hydroperoxides in the outdoor air. The technology works on a rare metal catalyst and a hydrating agent activated by a broad spectrum ultraviolet light reacting with ambient moisture in the air creating hydroperoxides. A later PHI development, also by RGF, ionized the hydroperoxides, basically super charging them. The concept is a proactive, aggressive method of indoor air sanitation instead of a contaminant or microbe being trapped or killed in a filter system. PHI systems kill microbes at the source, in the room before you come in contact with them. Hundreds of independent studies and lab tests have proven Photohydroionization to be a very effective and safe method of controlling airborne organics. A byproduct of this technology actually lowers ambient ozone levels, as when an ozone molecule reacts with the catalyst it is used in the conversion to a hydroperoxide molecule. Other advantages are very low energy consumption, about 12 watts, which is about the same as the light in your refrigerator making it a green product and there is no air flow restriction or back-press on the hvac blower! The air is so clean that you can actually smell the difference as a wide variety of odors are reduced from 55% to 98%⁽¹²⁾.

Typical Test Results PHI Technology Hydroperoxide levels of .01-.02 ppm

	Virus	99%
	Bacteria	99%
	Odors	55% - 98%
	Mold	97% - 98%
	VOCs	80% - 99%
	Smoke	70%

Sneeze Study⁽⁹⁾



Many of these studies and lab tests were done on airborne contaminants as well as surfaces. This is important because, as with the Norwalk Virus, much of the spread of the virus was from touching contaminated surfaces. The ionized hydroperoxide molecules settle on surfaces and continue to kill microbes.

The PHI technology has been extensively employed by the food industry for the last 17 years. Also, medical facilities have embraced it to reduce rates of H1N1, SARS, C-Diff⁽⁹⁾ (11), MRSA, etc. Schools use it as it can reduce absenteeism of students and teachers. One PHI validation study was to destroy the microbes of a sneeze, which it did-99% at three feet.⁽⁹⁾

PHI has been tested and approved by the military and homeland security. Hundreds of cruise ships have installed PHI technology throughout the ship, which has helped eliminate the Norwalk Virus problem plaguing that industry for years. Thousands of hotel rooms, chain restaurants and hospitals also utilize PHI technology.

One of the best features is, with well over one million PHI cells in use worldwide over the past 15 years, PHI has a perfect safety record!

RGF has brought PHI technology to the HVAC industry and has expanded their PHI product line to include residential units.

Footnotes

- (1) Infection Control Today, May 2008
- (2) Health Guidelines for Hydrogen Peroxide, US Dept. of Labor, OSHA
- (3) Oxygen Toxicity, Wikipedia. org
- (4) Peroxide of Hydrogen as a Remedial Agent (Journal of the American Medical Association, March 4, 1988)
- (5) Vaporized Hydrogen Peroxide, Wikipedia.org
- (6) Purified Hydrogen Peroxide, U.S. EPA
- (7) Atmospheric Hydrogen Peroxide, Peking University, Beijing, China 2008
- (8) Measurement of Atmospheric Hydrogen Peroxide, North Carolina State University
- (9) Kansas State University testing results of PHI™ technology, 2000 to 2012

- (10) Katz Analytical for RGF Environmental Group, 2010
- (11) PHI Study by Kansas City Public Health Dept., 2010, Dr. L. Franken
- (12) PHI odor testing C&W Engineering 2008

Authors:

Dr. James Marsden, Distinguished Regents Professor at Kansas State University, who has conducted research on Advanced Oxidation Technology for the past 15 years. He has authored numerous articles and holds many patents.

Ron Fink, President/CEO, Founder of RGF Environmental Group, Inc., holds a BSME and has been active in nuclear weapon detection for the Defense Intelligence Agency (DIA), the Nuclear Power Industry and Advanced Oxidation. He holds numerous patents, has authored numerous articles and is a Certified Indoor Air Professional.

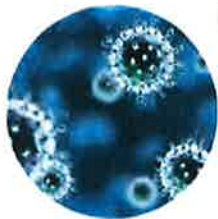
Walter B. Ellis, Vice President, Research & Development, RGF Environmental Group, Inc., BS Degree in Biology & Marine Biology. Mr. Ellis is a specialist in Advanced Oxidation. He has authored several published technical papers and holds numerous patents. He is an Association of Energy Engineers (AEE) Certified Indoor Air Quality Professional (CIAQP).

ADVANCED OXIDATION TEST RESULTS 2000-2019

RGF[®] first developed its advanced oxidation technology over 20 years ago. Over four million RGF[®] cells are in use around the world. RGF[®] has licensed its technology to many Fortune 500 companies for use in the medical, food, military, residential, commercial, marine, hospitality and government. RGF[®] cells in various products have been tested and/or approved or registered by:

- ETL, TUV, EU, CSA
- Chinese Government
- U.S. Government
- U.S. Military
- Japanese Government (TV commercials)
- European Union
- Electric Power Research Institute
- Canadian Government
- USDA & FSI

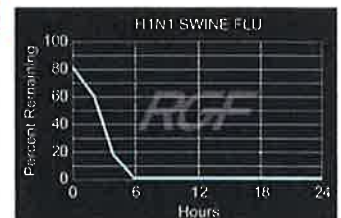
In addition, RGF[®] cells have been specified in the Norovirus & MRSA protection plan of America's largest restaurant chains, hotel chains, theme parks, cruise lines, public schools and hospitals. The following is a summary of some of the testing and studies performed by third party independent labs and universities. RGF[®] products are not medical devices and no medical claims are made.



H1N1 (Swine Flu)

Kansas State University has completed preliminary testing on RGF's Photohydrolyzation[®] (PHI-Cell[®]) and Reflective Electromagnetic Energy (REME[®] Cell) technologies with 99+% inactivation of the H1N1 virus (referred to as "swine flu" early on) on a stainless steel surface. This virus was first detected in people in the United States, April 2009. It is now considered a regular human flu virus, continuing to circulate seasonally worldwide according to the CDC. Flu viruses are spread mainly from person to person through coughing or sneezing. Sometimes people may become infected by touching items such as a surface or object with flu viruses on it and then touching their mouth or nose.

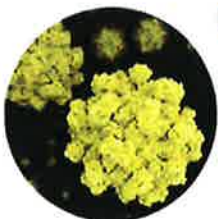
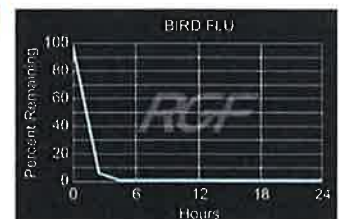
Tested by: Kansas State University Inactivation Rate 99+%



Avian Influenza (Bird Flu)

Avian influenza is an infection caused by avian (bird) influenza (flu) viruses. These influenza viruses occur naturally among birds. Of the few avian influenza viruses that have crossed the species barrier to infect humans, H5N1 has had the largest number of detected cases of severe disease and death in humans.

Source CDC Center for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%



Norwalk Virus

Noroviruses are a group of related, single-stranded RNA, non-enveloped viruses that cause acute gastroenteritis in humans. Noroviruses are highly contagious and as few as 10 viral particles may be sufficient to infect an individual. 50% of all food-borne outbreaks of gastroenteritis can be attributed to noroviruses. Chicago schools realized a 20% improvement in attendance after installing RGF's PHI Technology.

Source: CDC Centers for Disease Control and Prevention
Tested by: Midwest Research Institute Inactivation Rate 99+%



Methicillin Resistant Staphylococcus Aureus

Methicillin-resistant Staphylococcus aureus (MRSA) is a type of bacteria that is resistant to certain antibiotics. These antibiotics include methicillin and other more common antibiotics such as oxacillin, penicillin and amoxicillin. RGF[®] participated, along with a major hospital, in a two-year study evaluating PHI Technology, which resulted in a 33.4% reduction in infections.

Source: CDC Centers for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%





Streptococcus Sp

Group A Streptococcal (strep) infections are caused by group A Streptococcus, a bacterium responsible for a variety of health problems.

Source: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Tested by: Kansas State University Inactivation Rate 98+%



Pseudomonas Sp

The bacterial genus Pseudomonas includes plant pathogenic bacteria such as P. syringae, the opportunistic human pathogen P. aeruginosa, the ubiquitous soil bacterium P. putida, and some species that are known to cause spoilage of unpasteurized milk and other dairy products.

Tested by: Kansas State University Inactivation Rate 99+%



Listeria

This is a Gram-positive bacterium, motile by means of flagella. Some studies suggest that 1-10% of humans may be intestinal carriers of L. monocytogenes.

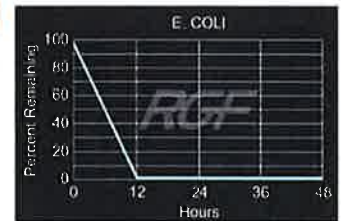
Source: U.S. Food and Drug Administration
Tested by: Kansas State University
Steris Labs
KAG / Eco Labs Inactivation Rate 99+%



Escherichia coli

Escherichia coli, usually abbreviated to E. coli, discovered by Theodor Escherich, a German pediatrician and bacteriologist, is one of the main species of bacteria that live in the lower intestines of mammals, known as gut flora.

Tested by: Kansas State University Inactivation Rate 99+%



Bacillus Globigii

Bacillus globigii lives in soils around the world and can readily be found in samplings of wind-borne dust particles. It is also known as Bacillus subtilis, its more modern name.

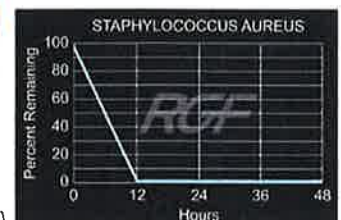
Source: CDC Center for Disease Control and Los Alamos National Laboratory
Tested by: Kansas State University Inactivation Rate 99+%



Staphylococcus Aureus

Staphylococcus Aureus Staphylococcus aureus, often referred to simply as "staph," is a bacteria commonly found on the skin and in the nose of people. Person-to-person transmission is the usual form of spread and occurs through contact with secretions from infected skin lesions, nasal discharge or spread via the hands.

Source: CDC Center for Disease Control and FDA (Food and Drug Administration)
Tested by: Kansas State University Inactivation Rate 99+%



Clostridium difficile (C-Diff)

Many hospitals have been waiting for more information on C-Diff bacteria as it may be as big a problem or bigger than MRSA. Independent university studies tested RGF's REME® Technology with 99% kill rate.

Source: CDC Center for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%

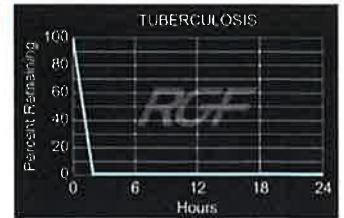




Tuberculosis

Tuberculosis typically attacks the lungs, but can also affect other parts of the body. It is spread through the air when people with infection cough, sneeze, or otherwise transmit their saliva through the air. Most infections are asymptomatic and latent, but about one in ten latent infections eventually progresses to active disease which, if left untreated, kills more than 50% of those so infected.

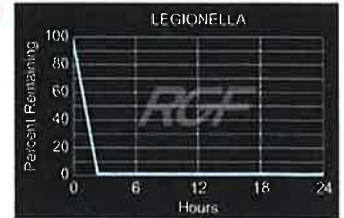
Source: Health and Industry
Tested by: Kansas State University Inactivation Rate 99+%



Legionella

Legionella is common in many environments, with at least 50 species and 70 serogroups identified. The chemical composition of these side chains determine the nature of the somatic or O antigen determinants, which are essential means of serologically classifying many Gram-negative bacteria.

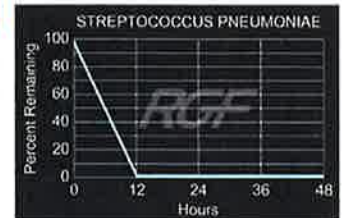
Source: CDC Centers for Disease Control
Tested by: Kansas State University Inactivation Rate 99+%



Streptococcus Pneumoniae

S.pneumoniae is an exclusively human pathogen and is spread from person-to-person by respiratory droplets, meaning that transmission generally occurs during coughing or sneezing to others within six feet of the carrier. Health experts estimate that more than ten million mild infections (throat and skin) like these occur every year.

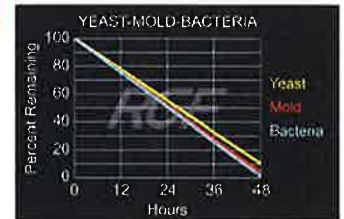
Source: CDC Centers for Disease Control
Tested by: Kansas State University Inactivation Rate 99+%



Mold/Yeast

The purpose of this test was to evaluate the effect the RGF® AOT unit has on mold/yeast bacteria (TPC). This test was performed utilizing a standard 2,000 sq. ft. home and 3,000 sq. ft. simulated home.

Tested by: California Microbiology Center
Mold 99% Mold 97-98% Yeast 90+%

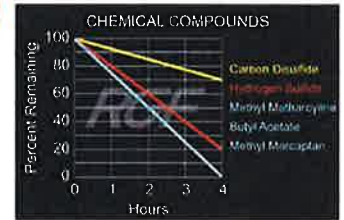


Chemical Compounds

Gas Chromatograph/Mass Spectrometer test performed by Nelap Accredited Lab on airborne chemical compound reduction using RGF's AOT.

- | | | | |
|------------------|---------------------|---------------------|----------------|
| Hydrogen Sulfide | - Rotten eggs | Butyl Acetate | - Sweet banana |
| Methyl mercaptan | - Rotten cabbage | Methyl Metharcylene | - Plastic |
| Carbon Disulfide | - Vegetable sulfide | | |

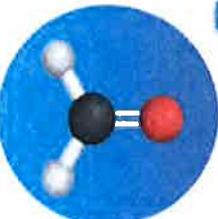
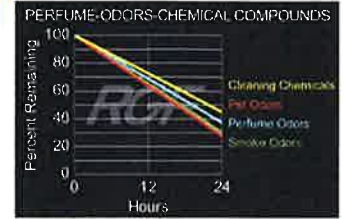
Methyl Metharcylene 100% Butyl Acetate 100% Methyl Mercaptan 100%
Hydrogen Sulfide 80% Carbon Disulfide 30%



Odors

The purpose of this test was to evaluate to what effect the RGF's AOT unit has on cleaning chemicals, pet odors, smoke and perfume odors. This test was performed utilizing two 500 cubic foot test chambers and a ten-person odor panel. The qualitative assessments of the ten-person odor panel were then used as a means to determine the odor reduction.

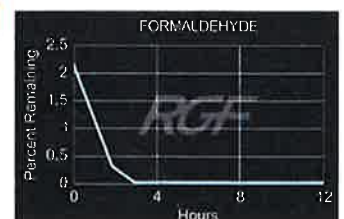
Tested by: C&W Engineering (Independent PE Firm)
Pet Odors 72% Smoke Odors 70% Perfume Odors 63+% Cleaning Chemicals 55+%



Formaldehyde

The purpose of this test was to evaluate the effect the RGF® AOT unit has on formaldehyde.

Tested by: Kansas State University in a Class II Bio test chamber





A testing protocol concept was used which included a "Sneeze Simulation Machine" and "Sneeze" chamber. A sneeze can travel at up to 100 mph, so we had to consider lung capacity, sneeze pressure, and liquid volume to properly simulate a human sneeze. This was accomplished and the test proceeded with outstanding results. An average of 88% reduction of microbials was achieved with PHI in a double blind test, at three feet from the sneeze source. This is clearly not a medically supervised test or protocol. However, from a practical point, it was definitely providing some kill at the source and will provide some level of protection. When RGF® developed the next generation of Advanced Oxidation Technology, REME®, the same testing was performed and an average of 99% reduction of microbials was achieved in the same 3 foot distance.

Tested by: Kansas State University, inactivation 99%
 Simulated Sneeze Lab Test at three feet in a 250 cu ft Bio Test Chamber. An independent PE double blind study.

All the above tests were performed on RGF® advanced oxidation products with advanced oxidation plasma of less than .02 ppm. They were conducted by independent accredited labs and university studies. They were funded and conducted by RGF's major clients to assure third party credibility. RGF® products are not medical devices and no medical claims are made.

*Some products may not be available to be sold in the state of California.



RGF® Environmental Group ISO 9001:2015 Certification

ISO 9001:2015 is an internationally recognized standard that specifies the requirements for an audited Quality Management System (QMS). RGF® developed their QMS to promote continuous improvement in every aspect of their business, including administrative functions, quality control, product development, engineering, production, marketing, sales, logistics and customer service.



RGF's VP/GM Walter Ellis, received ISO 9001:2015 Certification in record time, under budget and received an above and beyond congratulations from the audit team.



ISO 9001:2015 Certification Quality Management Kiosk allows employees to access all pertinent files and procedures.



DIVISIONS



ISO 9001:2015 CERTIFIED COMPANY

1101 West 13th Street (Port of Palm Beach Enterprise Zone) Riviera Beach, Florida 33404
www.rgf.com



LABEL For Restaurants



THIS RESTAURANT IS PROTECTED BY

REME-HALO

www.rgf.com

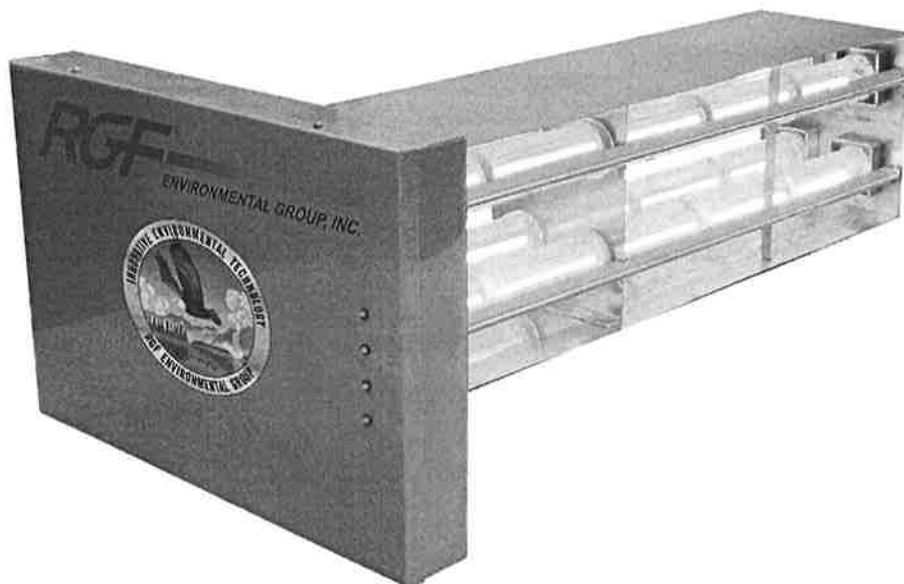
AIR PURIFICATION TECHNOLOGY

**SEE WHAT
WE'RE DOING
TO PROTECT
THE AIR YOU
BREATHE**



COMMERCIAL PHI UNIT

A Photohydroionization[®] (PHI) Technology

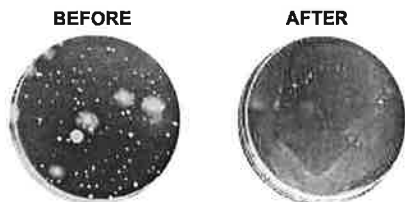


Patent Pending

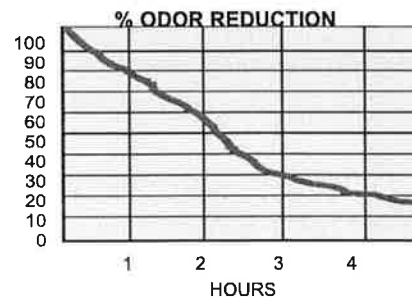
The **Commercial PHI Unit** by RGF[®] is designed to reduce odors, air pollutants, VOCs (chemical odors), smoke, mold bacteria and viruses. The unit is easily mounted into air conditioning and heating system air ducts where most sick building problems start. When the HVAC system is in operation the **Commercial PHI Unit** creates an Advanced Oxidation Process consisting of: Hydro-peroxides, ozonide ions, super oxide ions and hydroxide ions. All are friendly oxidizers. By friendly oxidizers we mean oxidizers that revert back to oxygen and hydrogen after the oxidation of the pollutant. The system is available fully assembled for easy installation.

Why Use RGF's Photohydroionization[®] Technology ?

Germicidal UV light rays have been used for decades by the medical industry as a method for destroying micro-organisms (germs, viruses, bacteria). UV light is dependable and can be easily installed in HVAC ducts or a plenum. Germicidal UV light is effective in reducing only the airborne micro-organisms that pass directly through the light rays. However, germicidal UV light has little to no effect on gases, vapors or odors. Photohydroionization Advanced Oxidation, on the other hand, is very effective on gases, vapors, VOCs and odors.



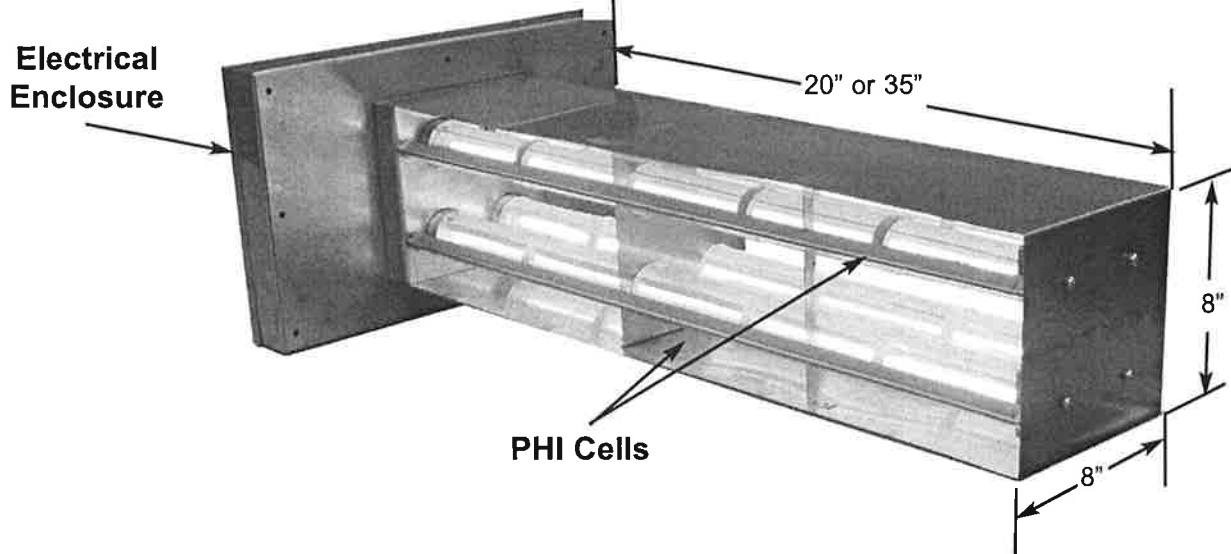
Actual lab tests showing up to 97% reductions of airborne bacteria and mold



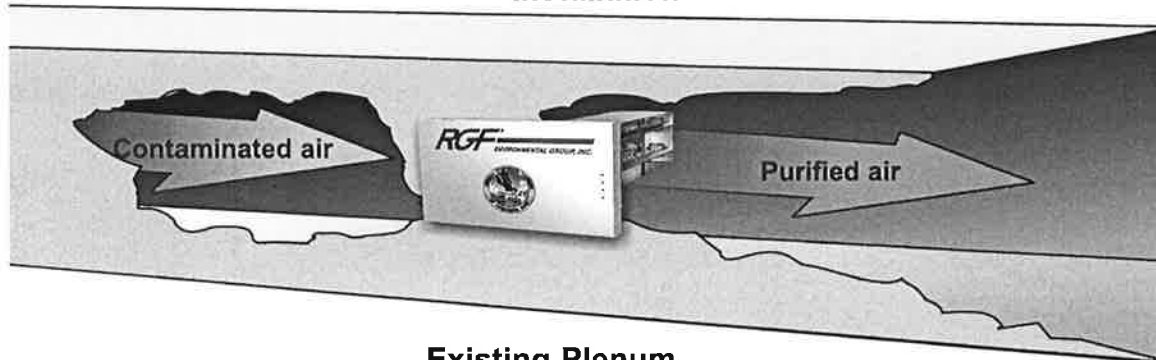
The combination of safe low level ozone (O₃) and UV light enhanced by a hydrated quad-metallic compound target develops an advanced oxidation reaction that creates as well as reduces ozone to safe low levels. This process also produces hydro-peroxides, super oxide ions, ozonide ions and hydroxides. By engineering the proper UV light wavelength, in combination with a triple function, no maintenance unit, The PHI Cell provides safe hydro-peroxides, super oxide ions, ozonide ions and hydroxides to purify the air.

With the RGF HVAC PHI Cell[®] Advanced Oxidation System, micro-organisms can be reduced up to 99.99%. Gases, VOCs and odors can also be reduced significantly, and the room will have ozonide ions, hydro-peroxides, super oxide ion and hydroxides which will help give your room fresh, clean and odor free air.

Commercial PHI



Installation



Existing Plenum

*At 120 VAC 60 Hz

Engineered to fit specific cfm applications in large commercial and industrial environments

Commercial 20 - Housing is 20" L	# of cells	Length of cell	CFM Coverage	Tonnage	*	*
CML-25	1	14"	9,730	25	0.25A	30W
CML-50	2	14"	19,460	50	0.55A	72W
CML-75	3	14"	29,120	75	0.90A	108W
CML-100	4	14"	38,920	100	1.10A	132W
Commercial 35 - Housing is 35" L	# of 35" cells	# of 14" cells	CFM Coverage	Tonnage		
CML-65	1	0	25,020	65	0.60A	72W
CML-90	1	1	34,750	90	0.87A	104W
CML-115	1	2	44,480	115	1.20A	144W
CML-125	2	0	50,040	125	1.10A	132W
CML-140	1	3	54,210	140	1.10A	192W
CML-150	2	1	59,770	150	1.10A	132W
CML-180	2	2	69,500	180	1.80A	216W
CML-190	3	0	75,060	190	1.70A	204W
CML-215	3	1	84,790	215	2.05A	246W
CML-250	4	0	100,080	250	2.15A	258W

RGF Environmental Group, Inc.

1101 West 13th Street (Port of Palm Beach Enterprise Zone) Riviera Beach, Florida 33404
800 842-7771 fax 561 848-9454 www.rgf.com

Consent Agenda

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 2, 2020

Agenda Item No. Tab 2

Agenda Title: November 18, 2020 Regular Commission Meeting Minutes.

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

Approved by Town Manager _____

Date: 11/23/2020

Shaquita Edwards, MPA, MMC

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: -Minutes -Exhibit "A"
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.

Recommended Motion: To approve the November 18, 2020 Regular Commission Meeting Minutes.



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting Minutes
Wednesday, November 18, 2020 6:30 PM
Town Hall Commission Chamber,
535 Park Avenue Lake Park, Florida 33403**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, November 18, 2020 at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, Roger Michaud, Town Manager John D'Agostino, Assistant Town Attorney Jamie Gavigan, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

1. Presentation of International Institute of Municipal Clerk's (IIMC) Master Municipal Clerk (MMC) Designation to Deputy Town Clerk Shaquita Edwards by Florida Association City Clerk (FACC) Southeast District Director Lanelda Gaskins.

FACC Southeast District Director Lanelda Gaskins, Town Clerk of the Town of Highland Beach presented Deputy Town Clerk Shaquita Edwards with the IIMC Master Municipal Clerk Designation. Deputy Town Clerk Edwards thanked the Town of Lake Park for the recognition of her accomplishment.

PUBLIC COMMENT:

Dr. Amy Kappes, Medical Director and Primary Care Doctor at Dedicated Senior Medical Center located in Riviera Beach, FL. She explained the services provided at Dedicated Senior Medical Center for Medicare Advantage Patients, low to moderate income seniors. Commissioner Linden thanked Ms. Kappes for her presentation and her community outreach efforts at the Lake Park Public Library in October 2020.

CONSENT AGENDA:

- 2. October 21, 2020 Regular Commission Meeting Minutes.**
- 3. November 4, 2020 Regular Commission Meeting Minutes**

Motion: Commissioner Flaherty moved to approve the consent agenda; Commissioner Linden seconded the motion.

Vote on Motion:

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

Mayor O'Rourke	X		
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Motion passed 5-0.

BOARD MEMBERSHIP APPLICATION:

4. Nomination for Board Membership on the Town Tree Board

Commissioner Linden provided a brief summary explanation of the agenda item.

Motion: Commissioner Linden moved to approve the appointment of Brady Drew to the Tree Board; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

Mr. Drew introduced himself and thanked the Town Commission for the approval of his application.

PUBLIC HEARING – ORDINANCE ON FIRST READING:

None

PUBLIC HEARING – ORDINANCE ON SECOND READING:

None

NEW BUSINESS:

5. Resolution 77-11-20 Award of the Contract for Marketing Services for the Town of Lake Park between the Town of Lake Park, Florida and Strategic Marketing, LLC Request for Proposal 109-2020.

Town Manager D'Agostino provided a brief summary explanation of the solicitation process of RFP No. 109-2020. Discussion ensued regarding social media platforms and methods to distribute information.

Motion: Commissioner Michaud moved to approve Resolution 77-11-20; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

6. Resolution 78-11-20 Fiscal Year End 2019/2020 Budget Adjustment

Town Manager D’Agostino explained the agenda item. He referenced the effects of the Covid-19 Pandemic and explained the available indoor ionization technology. Finance Director Lourdes Cariseo addressed the Commission to clarify the indirect cost allocation. She explained that in the previous Comprehensive Annual Financial Report (CAFR) the auditors disliked the reclassified wages and administrative charges. She explained the indirect allocation method was applied for the current Budget Adjustment.

Motion: Vice-Mayor Glas-Castro moved to approve Resolution 78-11-20; Commissioner Flaherty seconded the motion

Vote on Motion:

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

Motion passed 5-0.

7. Resolution 80-11-20 Authorizing and Directing the Mayor to Sign an Inter-local Agreement with Seacoast Utility Authority for Joint Participation and Project Funding for the Lake Shore Drive Drainage Improvements Project Bid Number 106-2020

Town Manager D’Agostino explained the item would be postponed to a future Regular Commission Meeting.

8. Discussion: Special Events COVID-19 Checklist

Town Manager D’Agostino explained the agenda item. Discussion ensued regarding the checklist as it would be included as part of the Special Events Application. Special Events Director Riunite Franks provided additional clarification regarding the COVID-19 Checklist. She explained the checklist was created to encourage safe practices and assist event organizers. Discussion ensued regarding individuals who may refuse to adhere to procedures (e.g. Face Masks), and Town of Lake Park Code Enforcement Officers. Special Events Director Franks reiterated that the Special Events COVID-19 checklist was created to assist event organizers with safety protocols.

Motion: Vice-Mayor Glas-Castro moved to approve staff recommended protocols; Commissioner Flaherty seconded the motion

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		

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

Motion passed 5-0.

PUBLIC COMMENT:

None

FUTURE AGENDA SUGGESTIONS:

None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Assistant Town Attorney Gavigan had no comments.

Town Manager D'Agostino announced the following comments within Exhibit "A".

Commissioner Linden announced that he reviewed the new Town of Lake Park Website and provided a few suggestions. He announced that he recently attended a Gold Star Memorial Celebration in Riviera Beach, FL. He announced the Parent-to-Parent Group Turkey Giveaway on Saturday, November 21, 2020 at the Brewhouse Gallery. He announced the Operation Hope Turkey Giveaway on Monday, November 23, 2020 at 3:00 P.M., 1234 10th Street, Lake Park, FL. He announced the Lake Park Diversity Council Meeting on Thursday, November 19, 2020 at 10:00 a.m.

Commissioner Michaud questioned if Town Manager D'Agostino received feedback regarding the new Town of Lake Park Website. He explained that he had trouble finding the Commission Meeting Agenda Packet. He suggested reversing the chronological order to have the most current agenda packet appear at the top of the page or include a quick link. He announced that on Friday, November 20, 2020 he would attend Leadership Academy Two via Zoom.

Commissioner Flaherty questioned if a payment portal was included in the updated Website. Finance Director Cariseo explained that the current accounting software was compatible with one company. She explained the company would charge a surcharge to the Town, and that those fees would be passed on to the customers. She explained that the module would cost approximately \$5,000.00, and \$700.00 annual service fee. Lastly, she announced that an agenda item would be presented at a future Regular Commission Meeting.

Vice-Mayor Glas-Castro announced the need to meet with the local representatives discuss the Town of Lake Park Legislative Priorities. Town Clerk Mendez announced the item was part of the December 16, 2020 Regular Commission Meeting. She wished everyone a Happy Thanksgiving.

Mayor O'Rourke announced that he attended the Legislative Session for the Florida League of Cities. He expressed gratitude and acknowledgement to Vice-Mayor Glas-

Castro for her efforts with the Florida League of Cities. He referred to the earlier comments of Town Manager D'Agostino regarding ionization technology; he explained that costs were approximately \$1,000 per unit.

ADJOURNMENT

There being no further business to come before the Commission and by unanimous vote, the meeting adjourned at 8:37 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Shaquita Edwards, MPA, MMC

Town Seal

Approved on this _____ of _____, 2020



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 11/17/20

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Amy Kappes

Address: 3002 Broadway Ave Riviera Beach

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):
Dedicated Senior Medical Center

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

**TOWN COMMISSION MEETING
NOVEMBER 18, 2020**

TOWN MANAGER COMMENTS

COVID-19 UPDATE

According to the Florida Department of Health website, there are 196 cases for the Town of Lake Park according to data through 11/7/2020 and as verified today at 12:35 p.m.

LAKESHORE DRIVE PROJECT

Tonight the Town Manager will request the Commission pull item I 7 from the Agenda. According to the Town Attorney, the Interlocal Agreement between the Town and Seacoast Utility requires a contract between the Town and Foster Marine that includes the Seacoast Utility work since the Interlocal agreement is a reimbursement contract. The Foster Marine Contract is not finalized and requires the item to be pulled until a Foster Marine Contract can be executed incorporating the work by Foster Marine for Seacoast Utility.

JOINT MEETING LAKE PARK TOWN COMMISSION AND RIVIERA BEACH CITY COUNCIL

Town of Lake Park Town Commission and Riviera Beach City Council will have a joint meeting regarding the development along the US Federal Highway Corridor on Wednesday, December 9, 2020, at 6:00 pm at the Riviera Beach Marina Event Center. The Event Center is located at 190 E. 13th Street, Riviera Beach, FL 33404. Staff will be prepared to make a presentation on the Land Development Regulations implemented that led to the Nautilus 220 project development.

C-3 AREA UPDATE

Throughout the summer months, the Managers, Staff and Attorneys in Lake Park and North Palm Beach have discussed the C-3 area on the southeast corner of Northlake and US-1. As the Town Commission may recall, we hired Dover Kohl to carry us through this process. This process was stalled at around the 60% mark since it was determined that while the regulations developed for North Palm and Lake Park were quite similar, that the Town had its own preferences for the C-3 area, mainly since we have recently developed a mixed-use area along US-1 that has worked well so far thereby presenting an ability to incorporate similar provisions to the C-3 area. The Town Commission also enacted zoning in progress in April 2020 to provide the time needed to work through the regulations. These discussions led to the Managers of both municipalities agreeing that before anything additional is worked on, that a market study is performed in partnership with the Treasure Coast Regional Planning Council and their consultant, WT-L, so as to identify emerging uses and other development variables that the market will bear in the C-

3 area, in an attempt to put a regulatory plan in place that facilitates investment. Also, the market study would look at the parking structure concept to determine adequate revenue sharing between the municipalities and market-based uses for development that would support it. The Managers agreed to share the cost of this study, contingent on elected body approvals. A proposal was presented to the Town however, the Manager in North Palm communicated to the Town that he would be working on an Interlocal Agreement with the Treasure Coast Regional Planning Council that would facilitate the market study process, which will take approximately **six** months to complete after approved. This is still in progress and a call was held between the parties a couple of weeks ago. The Town is waiting on the revised market study agreement from Treasure Coast Regional Planning Council and the Interlocal agreement for staff review and Commission approval at an upcoming Commission meeting. Staff anticipates that the Comp Plan and LDRs will then take an additional **six** months to complete after the market study is completed therefore, it is estimated that the entire process will likely be concluded around December 2021.

INDUSTRIAL PARCEL DEVELOPMENT

The newly owned 24-acre parcel on the north side of Silver Beach Road east of the Army Reserve Center was submitted for site plan review. The parcel recently sold for \$17.5 million. The site plan proposes four buildings totaling 94,874 SF per building totaling 379,500 SF of office-warehouse use. We expect to present the application to the Commission either in January or February of 2021. This timeline assumes all submittals are complete and all comments addressed.

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: *December 2, 2020*

Agenda Item No. **Tab 3**

Agenda Title: Approval of Replacement Refuse Container Purchase

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

Approved by Town Manager

Date: *11/5/2020*

Dwayne Bell, Sr.
Dwayne Bell, Sr., Operations Manager/Interim Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: \$11,010 Funding Source: Sanitation - Containers Acct. # 404-52400 <input type="checkbox"/> Finance Cariseo <small>Lourdes</small></p>	<p>List of Exhibits: Toter Proposal</p>
<p>Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ or Not applicable in this case <i>DB</i> Please initial one.</p>

Summary Explanation/Background:

The Public Works Department is seeking approval for the one-time annual, budgeted purchase of 200, 96-gallon replacement refuse containers (carts). These carts are to replace existing old and damaged carts. A proposal was obtained for the 96-gallon carts, using the Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson. Staff followed Section 2-249 of the Town Purchasing Ordinance, which



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10172979

Sell To:

Contact Name	Dwayne Bell	Ship To Name	Town of Lake Park
Bill To Name	Town of Lake Park	Ship To	535 Park Ave
Bill To	535 Park Ave Lake Park, FL 33403-2603 USA		Lake Park, FL 33403-2603 USA
Email	dbell@lakeparkflorida.gov		
Phone	561-718-4204		

Quote Information

Salesperson	Brittany Zeitler	Created Date	11/2/2020
Salesperson Email	bzeitler@wastequip.com	Expiration Date	11/16/2020
		Quote Number	WQ-10172979
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	---Body Color - (125) Gray ---Lid Color - (125) Gray ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs		200.00	\$47.59	\$9,518.00
Op-BHSP-Both	---Body Hot Stamp on Both Sides (Existing)		S5738	200.00	\$0.50	\$100.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$9,618.00
Shipping Terms	FOB Origin	Shipping	\$1,392.00
		Tax	\$0.00
		Grand Total	\$11,010.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10172979

manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume. Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Tab 4

Meeting Date: December 2, 2020

Agenda Item No. _____-12-2020

Agenda Title: Review and Approval of 2020-2021 Town Grantmaking Program Application, Including Language Stipulating Grant Recipients Must Wait One Year Before Applying Again

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

Approved by Town Manager

Date:

11/16/2020

Merrrell Angstreich, Grant Writer/Chief Public Information Officer

Name/Title

Originating Department: Town Manager (Grants Writer)	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Grant Application Form
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>MA</i> Please initial one.

Summary Explanation/Background: When possible, the Town of Lake Park allocates funds to its small and large grant program; small grants, which can be up to \$500 are for citizens of the Town, and large grants, which can be from \$500.01 up to the limit of available funding, are for local not-for-profit organizations. For the 2020-2021 fiscal year, a total of \$25,000 was allocated for the Town's grantmaking program. In order to remain as equitable as possible, and enable the Town to support the greatest number of not-for-profit organizations, the application has been amended to stipulate that grant recipients from the previous funding cycle (2019-2020) must wait one year before applying again, and will be eligible to do so in the 2021-2022 funding round.

Recommended Motion: I recommend that the Commission approve the revised grant application.



TOWN OF LAKE PARK GRANT APPLICATION INSTRUCTIONS AND FORM

I. GRANT PROCESS

The following processes have been established by the Commission of the Town of Lake Park to assist individuals and groups seeking financial support in the form of a grant from the Town of Lake Park (the Town). Grants are made available by the Town each fiscal year (commencing October 1 and ending September 30). Under the Small Grant Program, individuals who reside in the Town may request up to a total of \$500. The Large Grant Program, which is available to groups, corporate entities, etc., that are based in the Town, requires a 100% match by the applicant (applicants may request up to 50 percent of the total monetary cost of a proposed project, up to the maximum amount budgeted for this purpose, and must provide the other 50 percent via allowable matches). The maximum amount available shall be subject to the Commission's annual appropriation as part of its fiscal year budget. **No grant funding shall be recommended to the Commission for award either on a grant or reimbursement bases unless the Town's Finance Director has certified to the Commission that such funding has been budgeted for and appropriated during the regular fiscal year budget process.**

The grant amounts will be available on the following basis:

- **Small Grant Program:** The maximum amount that shall be available through this program shall be \$500. Applications for funding through the Small Grant Program must be approved by the Town Manager (following written confirmation by the Town's Finance Director of the availability of funds) prior to approval and after notice of intent to award has been provided by the Town Manager to the Commission. The total amount needed will be used to determine the grant award. There shall be no artificial division of needed grant funding in order to qualify for the Small Grant Program. No match is required for the Small Grant Program. All funds awarded through the Small Grant Program shall be paid directly to the vendor(s) identified in the grant application.
- **Large Grant Program:** The grant amount available through this program will range from a minimum of \$500.01 to a maximum of \$25,000 budgeted for Fiscal Year 2020-2021 (based upon approval by the Town Commission at a regularly scheduled Town Commission meeting). A 100 percent match is required for the Large Grant Program, which may be provided in the form of volunteer labor (which is valued at \$27 per hour for the purpose of this grant program), donated services, goods/materials, in-kind contributions and/or cash from another organization or business. The match must be substantiated by the submission of a signed Contribution/Match Worksheet as part of the application. **Town resources MAY NOT be used as matching funds. Matching funds are not transferrable to other projects.**

Grant funds are to be disbursed as either direct payments to vendors or reimbursements to applicants with a valid checking account. In order to reimburse an applicant, the following must be submitted to the Town:

- Invoice from the applicant to the Town
- Vendor receipts marked "paid" and/or credit card receipts
- Copy of front/back of cancelled checks if vendor was paid by check

All vendors receiving direct payment from the Town must complete a W-9 (and any other required paperwork) and file with the Town Finance Department. Applicants without a valid checking account will be limited to direct payments to vendors.

All grants are dependent upon the availability of the Town Commission's appropriation of funding. Funds are expected to be available for release by the Town by January 2021. No expenses may be incurred before Town approval of the application. Payments to contractors, vendors or distributors that are in excess or outside of the grant award and arranged by the applicant are the responsibility of the applicant. **The Town shall not be held responsible for arrangements of services made by the applicant. As part of its application, the applicant must demonstrate the ability to complete the proposed project and expend all grant funds no later than August 31, 2021. Any funds that are not expended by this date will be forfeited unless prior written approval is provided by the Town Manager.**

II. APPLICATION DEADLINE

Each applicant may submit only one application for funding each fiscal year. There is one funding round per fiscal year. For Fiscal Year 2020-2021, the deadline for submittal of all applications is 5:00 PM Eastern Time on January 29, 2021. All applications must be submitted with an original signed in blue ink and three (3) copies in sealed envelopes/packages to the following address:

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

NO APPLICATIONS WILL BE ACCEPTED VIA FAX OR EMAIL

Applications received after the above-stated deadline shall be returned unopened. Receipt of an application by any Town office or personnel other than the Office of the Town Clerk shall not constitute submittal. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submittal.

III. ELIGIBILITY CRITERIA

With the exception of public entities, eligible applicants must be located within the municipal boundaries of the Town of Lake Park. Eligible applicants include legally established 501(c)3 nonprofit tax-exempt organizations; for-profit businesses; or public entities; individuals are considered eligible applicants for the Small Grant Program only. Eligible projects must, in the opinion of the Town Manager (for the Small Grant Program) and the Town Commission (for the Large Grant Program) directly benefit the citizens of the Town of Lake Park. Grants under the Large Grant Program will not be made to individuals under any

circumstances, or to organizations or businesses that have been in existence for less than three (3) years prior to the date of application; 501(c)3 nonprofit tax-exempt organizations that have been in existence for less than three (3) years are eligible to apply. Organizations that received funding through the Town of Lake Park's grantmaking program in the 2019-2020 funding cycle are not eligible to apply during the 2020-2021 funding cycle, but may apply again beginning in the following round (2021-2022).

Examples of projects or programs that are eligible for consideration are as follows (to the extent that such proposed projects or events are consistent with the eligibility criteria set forth above):

- *Beautification*, including community cleanups, landscaping in public rights-of-way, minor park improvements, public art
- *Children/Youth*, including short-term neighborhood-operated programs that would benefit children (after-school/summer program, tutoring, mentoring), neighborhood-based sporting events
- *Communication/Membership* such as websites, newsletters, advertising, membership drives, directories
- *Crime Deterrents* such as signage, newsletters and items associated with neighborhood crime watch operations (video devices may be considered as long as they can be affixed in a secure location)
- *Event Requirements*, including supplies, notices, entertainment, rentals for festivals/celebrations (any and all special events must obtain applicable Town of Lake Park Special Event Permits)
- *Identity Promotion*, such as signage, logo design, membership t-shirts

Eligible projects must comply with the Town's Comprehensive Plan (with regard to economic development projects), as well as all applicable land development codes, including the Florida Fire Prevention Code with Palm Beach County Amendments, if applicable. Such compliance must be evidenced by a review by the Town's Department of Community Development and the Palm Beach County Fire Inspector; compliance will be noted on the application form by Town staff.

Examples of projects or programs that are **NOT** eligible for funding are as follows:

- Capital items, including any individual item over \$500 that would require tracking by Town property control, excluding signage/surveillance camera equipment
- Computer hardware and/or software, electronic devices and related equipment
- Food and/or provisions for festivals or celebrations
- Ongoing multi-year projects
- Ongoing or operational costs, including salaries or other personnel costs

- Projects or programs already funded by another source, including current operating budgets
- Projects or programs that have already been completed
- Projects typically funded under other sources, such as the Town (or Palm Beach County) department operating budgets, Capital Improvement Program, Community Development Block Grant Program
- Political causes or candidates, religious organizations
- Grants from the Town cannot be used to meet the applicant's matching requirement under the Lake Park Community Improvement Beautification Fund or the Community Redevelopment Agency program funding or to pay the Town's rental fees or deposits or for payment of the Town's special event permit application fee

IV. MANDATORY PRE-APPLICATION CONFERENCE

A mandatory pre-application conference will be held at 2:00 PM Eastern Time on January 13, 2021 in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida, 33403. **Only those entities that have attended this pre-application conference will be eligible to submit applications to this program.**

V. ADDITIONAL REQUIREMENTS

Applications must be typed or neatly handwritten, and must be provided on 8½" x 11" paper. All required substantiating material (quotes, meeting minutes, etc.) must be attached to the application at the time of submittal.

VI. REQUESTS FOR APPLICATION PRE-REVIEW/COMMENTARY

Applicants wishing to request a meeting with the Town's Grant Writer to review their draft proposals for comments may do so no later than 30 days prior to the due date.

Remainder of page intentionally left blank



**TOWN OF LAKE PARK
APPLICATION FOR GRANT ASSISTANCE**

(Please type or print clearly)

SECTION 1: APPLICANT INFORMATION

Legal Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Organization Was Legally Established: _____ State: _____

Legal Form of Organization: _____ Sole Proprietorship _____ C or S Corporation _____ Public Entity

_____ Limited Liability Company _____ Partnership or Limited Partnership _____ Nonprofit 501(c)3

Name of Principal Officer/Business Owner: _____

Title: _____

Contact Person for This Application: _____

Telephone Number (if different from above): _____

Nature of Organization (please list products/services provided; please attach a separate sheet if needed):

Palm Beach County Business Tax Receipt Number (if applicable): _____

Lake Park Business Tax Receipt Number (if applicable): _____

EIN Number (if applicable): _____

SECTION 2: DESCRIPTION OF PROPOSED PROJECT

Project/Organization Name: _____

Address: _____

Detailed Project Description, Including Project Timeline (please attach a separate sheet if necessary):

Estimated Project Completion Date: _____

(Please note that all proposed projects must be consistent with the Town of Lake Park’s Comprehensive Plan (with regard to economic development projects) and all applicable zoning requirements, as well as all applicable building and safety codes, as set forth in the Lake Park Code of Ordinances and the Florida

Fire Prevention Code with Palm Beach County Amendments. For further information regarding these requirements, please contact the Lake Park Department of Community Development at 561-881-3318).

SECTION 3: FUNDING INFORMATION

Amount requested from Town of Lake Park \$ _____

The maximum grant amount that shall be available through the Small Grant Program is \$500 (for which no match is required). The minimum grant amount that shall be available through the Large Grant Program is \$500.01 and the maximum grant amount is \$25,000.

Compilation of matching funds:

Volunteer labor \$ _____

(Calculate at \$25 per hour. Volunteer Labor Worksheet must be attached.)

Cash \$ _____

(Please itemize on Contribution/Match Worksheet)

Donated professional services \$ _____

(Not including Volunteer Labor. Please itemize on Contribution/Match Worksheet)

Donated materials/supplies \$ _____

(Please itemize on Contribution/Match Worksheet)

Other (please describe) \$ _____

(Matching funds that are not directly related to the project will not be considered)

Total Matching Funds: \$ _____

Please explain how you will complete your project/program if you are awarded 75% of your request; if you are awarded 50% of your request; and if you are awarded less than 50% of your request. Please feel free to attach additional pages if necessary.

SECTION 4: HOW WILL THIS PROJECT MEET THE ELIGIBILITY CRITERIA SET FORTH IN SECTION III OF THE APPLICATION INSTRUCTIONS?

(Please attach additional pages if necessary)

SECTION 5: REQUIRED DOCUMENTATION

The applicant shall submit the following documentation:

For the Small Grant Program:

- A copy of the current official Certificate of Status from the Florida Department of State (if applicable). *Please note that a printout of corporate information from the Department of State Corporations online public inquiry web page DOES NOT meet this requirement.*
- A copy of current Certificate of Status of Fictitious Name Registration from the Florida Department of State (if applicable)
- A copy of current Palm Beach County Business Tax Receipt (if applicable)
- A copy of current Town of Lake Park Business Tax Receipt (if applicable)
- A summary of how the applicant proposes to spend the grant funds

For the Large Grant Program (in addition to the documentation listed above):

- Detailed program/project budget, including revenues and expenses
- A copy of applicant's current financial statements covering one fiscal year (prepared within 90 days of submittal of this application); or
- Copies of written estimates

For nonprofit organizations or public entities, in addition to the documentation required for the Small and Large Grant Programs:

- A copy of the history of the organization, its mission statement and/or goals
- A complete copy of the applicant's Internal Revenue Service 501(c)3 tax-exempt certification letter

- A copy of the applicant's registration with the Florida Department of Agriculture and Consumer Services (for nonprofit organizations only)
- A list of the applicant's governing board (Board or Directors or similar) and a brief biography of each officer and member, including corporate/professional affiliation (if any)

SECTION 6: REPORT AND REIMBURSEMENT

Applicant must submit a project report to the Town Manager within 60 days of completion of the project. The report must include final timeline of project, final costs and final outcomes. Documentation of expenditures to be reimbursed must be attached. If appropriate, photos may be included, but may not be used in lieu of a comprehensive report.

Following Town Manager review and approval of the report, reimbursement of all approved expenses will be processed, and a Request for Disbursement will be approved by the Town Manager and submitted to the Finance Department.

The following must be submitted to the Town in order to receive reimbursement:

- Invoice from the applicant to the Town
- Vendor receipts marked "paid" and/or credit card receipts
- Copy of front/back of cancelled checks if vendor was paid by check

Remainder of page intentionally left blank

GRANT RATING SHEET		
RATING CRITERIA	MAXIMUM RATING POINTS	TOTAL POINTS AWARDED
Each application may be awarded a maximum of 110 points, as follows:	*****	*****
Project Description (How well does the application clearly describe the project and its goals?)	20	*****
Demonstration of Community Need (How well does the application describe, communicate/address a community need?)	20	*****
Evidence of Community/Applicant Strengthening (Does the project have the potential to strengthen the overall neighborhood and applicant?)	20	*****
Community Support (Does the application provide evidence of community consensus for the project and resident involvement in the implementation?)	20	*****
Appropriateness of Proposed Budget (Are the budget revenues and expenses clear and justifiable? Are funding sources appropriate?)	20	*****
Bonus: Up to 10 additional points may be allocated through the incorporation of sustainable/"green" initiatives that are directly related to the project and documented in the grant application.	10	*****
TOTAL POINTS		*****

The average score derived from the Grant Review Committee will be determined by dividing the total points awarded to an application by the number of scores. The highest scoring applications will be considered first. Funds will be allocated based on application average scores in descending order until funds are depleted. Funds will not be allocated to any application with an average score lower than 65.

VOLUNTEER LABOR WORKSHEET

All volunteer labor hours must be allocated after February 1, 2020. Preparation of the grant application cannot be considered part of the volunteer labor hours)

Type of Work	Volunteer Information			
	Name and Address	Phone Number	Number of Hours	Signature of Volunteer
TOTAL HOURS				<i>Please attach additional Volunteer Labor Worksheets if necessary</i>
RATE			\$25	
TOTAL VOLUNTEER LABOR VALUE			\$	

--	--	--

CONTRIBUTION/MATCH WORKSHEET

Please provide information for each donation (not including volunteer hours) to be used as part of the grant project. Please make as many copies of this worksheet as necessary in order to include each contribution and/or match.

Grant Project Name: _____

Donation Type: _____ Cash _____ Services _____ In-kind _____ Goods/Materials
(Check all that apply) _____ Other _____

Donor Information: _____

Organization/Company/Individual Name

Address

City/Zip Code

Telephone

Email

Detailed/Itemized Description of Contribution/Match: _____

Total Value of Contribution/Match: \$ _____

(The value of in-kind contributions must be determined by the donor, not the applicant)

Authorized Signature of Donor

Date

New Business

TAB 5



Town of Lake Park Town Commission

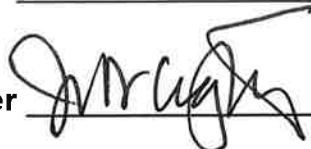
Agenda Request Form

Meeting Date: December 2, 2020,

Agenda Item No. Tab 5

Agenda Title: Air Purification Technology Making Indoors Safe during COVID-19

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

Approved by Town Manager  Date: 11/23/2020

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • New Germ Warfare • Hydro-Peroxide for indoor Air Quality • Advance Oxidation Test Results • Labels for Restaurants • Commercial PHI Unit Description
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	<input type="checkbox"/> Yes, Notified everyone OR <input type="checkbox"/> Not applicable in this case Please initial one.

Summary Explanation/Background: Covid-19 disproportionately hit indoor venues such as Restaurants, Micro-Breweries, and indoor Entertainment venues the hardest. The government's initial response was to close down all restaurants, bars, breweries, movie theatres, etcetera. Since then, restaurants, micro-breweries, movie theatres, and other indoor venues are open for business, with some with limited capacities. The virus is very contagious, spreading the virus from person-to-person through respiratory droplets. The primary concern under such transmission circumstances is the indoor seating in an

enclosed environment. Residents, especially the elderly, are not inclined to frequent such venues until they are convinced indoor seating is safe. Safety requires the removal or the elimination of the COVID-19 virus indoors. Restaurants, movie theatres, indoor entertainment venues require an environmental response for residents and patrons to feel safe. We have advertised Lake Park is Safely open in our ad campaigns. Implementing Reme-Halo technology for restaurants, entertainment venues, microbreweries, and other indoor businesses in Lake Park would be a step in the right direction.

The Administration has identified \$100,000 to help with half the cost of the purchase and installation of the Reme-Halo and Commercial PHI Technologies. The Commercial PHI Technology can reduce odors, air pollutants, VOC (chemical odors), smoke, mold, bacteria and viruses. The installation is in the air ducts. The two units mentioned above have different costs based on the tonnage of the air condition units. The Commercial PHI Unit created Advanced Oxidation Processes consisting of Hydro-peroxides, ozonide ions, super oxide ions and hydroxide ions. All of the oxidizers revert to oxygen and hydrogen after the oxidation of the pollutant is eliminated.

Funding will be available on a first-come, first-serve basis until the funding is exhausted. The Reme-Halo technology for up to an eight-ton unit is \$1,200.00 (estimate). The Commercial PHI Unit has a higher cost depending upon the tonnage of the air unit.

Recommended Motion: Move to carry forward \$100,000 from the FY 19-20 budget for funding half the cost of the purchase and installation of Reme-Halo and Commercial PHI Technologies for all restaurants, all micro-breweries, and commercial businesses in the incorporated Town of Lake Park

THE NEW GERM WARFARE



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All the world's best IAQ technologies combined into one superior whole home/building air purification device, including ultraviolet (UVC), PCO, bi-polar ionization, cold plasma, hydrosonolysis, Wi-Fi, and RGF's proprietary Photohydroionization®.

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RGF®
ENVIRONMENTAL GROUP, INC.
3200 West 10th Street, Suite 100, Denver, CO 80202

FEATURES

- Our #1 selling in-duct air purification system
- Reduces bacteria and viruses in the air and on surfaces
- Reduces allergens, smoke, odors, and VOCs
- Pro-actively provides whole home and building air purification

TECHNOLOGIES

- Proprietary technology, third party tested, validated and proven
- Dual ionizers for increased bi-polar ionization output
- Zinc enhanced catalyst for superior bacteria and virus reduction
- Incorporates an adjustable shroud around the REME cell allowing the customization of the hydro-peroxide output
- Quick release features for easy, no tool, cell replacement



Dust



Pollen



Dander



Bacteria



Virus



Mold Spores



VOCs

**5 YEAR
LIMITED
WARRANTY**
Green Product Average
Uses Only 13 Watts



Scan with your
smartphone
to learn more.



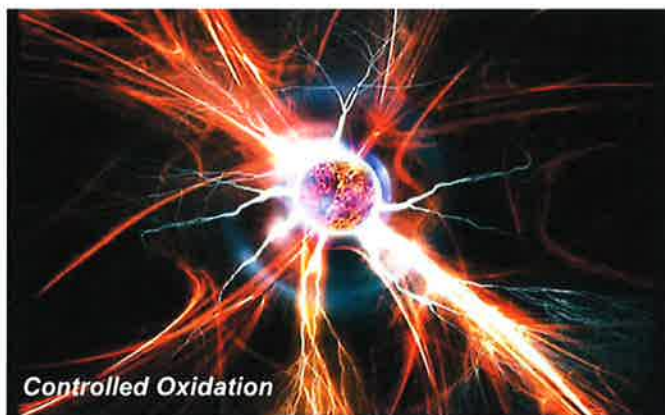
Conforms to UL 1598:2008-09
CAN/CSA C22.2 No. 250.0:2008
EN60335-2-65:2003/A11:2012

Hydro-Peroxide for Indoor Air Quality!

A new advanced Oxidation Technology utilizing "Ionized Hydro-Peroxide" is brought to the HVAC industry for indoor Air Quality!

By Dr. James Marsden, Ronald G. Fink and Walter B. Ellis

Oxidation is technically defined as the losing or the giving up of an electron. It can involve very complex reactions between molecules and the oxidizers that are produced. For this article we will keep it simple and only look at some of the interactions between oxygen molecules and the different substances that they may contact. Controlled oxidation is an excellent way to destroy organics such as odors, viruses, bacteria, VOC's and mold. Unfortunately, uncontrolled oxidation can also destroy living tissue. Fire is an



example of rapid oxidation. Rust is an example of slow oxidation. As in many things, too much of a good thing can be dangerous. Some oxidizers are classified as "friendly"; which means when these oxidizers react they revert to water, hydrogen, or oxygen. Friendly oxidizers are always oxygen based. They include hydroxyl radicals, low level ozone, hydrogen peroxide, and oxygen.

Table 1

Oxidizing Agents Redox	Potential (v) ⁽¹⁾	Government Safety Limits ^{(1) (2) (3)}
1. Fluorine (F)	2.87	Not recommended
*2. Hydroxyl radical (OH)	2.86	Too fast to measure
*3. Ozone (O ₃)	2.07	.04 ppm
*4. Hydrogen Peroxide (H ₂ O ₂)	1.78	1.0 ppm
5. Chlorine (CL)	1.36	.5 ppm
*6. Oxygen (O ₂)	1.23	19.5-23.5%
*Friendly Oxygen-Based Oxidizers		

Hydroxyl radicals are almost theoretical in that they are so reactive that they are created and decomposed almost instantaneously. They are typically confined to the reaction surfaces of the catalyst where they are made. They can be difficult to control, and accordingly are not always practical to use for indoor air treatment systems.

Ozone was discovered in the late 1800s in France and has been used extensively for water and food purification. Unlike America, Europe prefers ozone over chlorine for water purification. In the 1980s, ozone began to appear in air purification primarily as a way to destroy various odors including smoke.

Commercial ozone generators are still very popular with

fire and flood restoration companies. The use of ozone as an indoor air quality method for occupied spaces quickly was picked up by Sharper Image with a product called "Ionic Breeze", basically an ion generator that produced ozone. Numerous State Attorney Generals filed suit against Sharper Image for false and misleading advertising which ultimately forced the company into bankruptcy.

Ozone is an effective oxidizer, but it carries a health warning at a relatively low dosage. A look at Table 1 of oxidizing agents shows ozone as number 3, just below fluorine and the hydroxyl radical, which are far too dangerous to consider.

Chlorine (CL) is a chemical that creates a byproduct of trihalomethanes that are known carcinogens linked to cancer in humans. Oxygen (O₂) is good, but by raising oxygen levels, fire hazards are created.

This leaves us with Hydrogen Peroxide (H₂O₂), number four on the list, just below ozone, hydrogen peroxide is a compound of two parts hydrogen and two parts oxygen ⁽²⁾, simply water (H₂O) with one extra atom of oxygen. Sounds safe enough! Hydrogen Peroxide has been used by the medical community for 170 years, mostly for disinfection purposes. In the 1920s, the British cut the mortality rate for pneumonia from 80% to 48% using Hydrogen Peroxide therapy. Hydrogen Peroxide (H₂O₂) is considered the safest oxidizer available (after oxygen). It is widely used today in toothpaste, mouthwash and household



Hydrogen peroxide products

cleaners. An old household remedy for children with respiratory problems is to put a tablespoon of hydrogen peroxide in a vaporizer.

Why not use it to disinfect the indoor air we breathe? We know it works in high concentrations as tested by the EPA for use in disinfecting HVAC ducts for Anthrax spores.^{(3) (4)} Should we have another terrorist Anthrax incident or a contaminated hospital, vaporized Hydrogen Peroxide (H₂O₂) has been successfully tested.

Some will say that Hydrogen Peroxide (H₂O₂) in levels over 1 ppm can be a health hazard. This is probably true, but high levels of almost everything can be a health hazard. After all, too much oxygen can cause oxygen toxicity or poisoning, which will lead to cell damage and death.⁽³⁾ Even consuming too much water can be fatal.

Hydroperoxides are known as Mother Nature's natural, enviro-friendly cleaning agent. Maybe mother did know best when she said "Go play outdoors, it's healthier". Ionized hydrogen peroxides are responsible for the air smelling so clean after a thunder storm. The combination of ions from lightning, water and sun increase the natural level of hydrogen peroxide, thereby cleaning the air. Typical outdoor levels of hydroperoxides run between .01 to .03 ppm. The Government safety ⁽²⁾ guideline on hydroperoxide gas is 1.0 ppm. .02 ppm (typical outdoor levels) is 1/50 or well below the Government safety limits.



Hydroperoxides outdoor levels --
.01 ppm to .03 ppm ^{(7) (8) (10)}

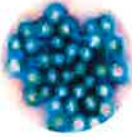





Hydroperoxides inside house PHI unit off --
.00 ppm ^{(9) (10)}

Hydroperoxides inside house PHI unit on --
.01 ppm to .02 ppm ^{(9) (10)}

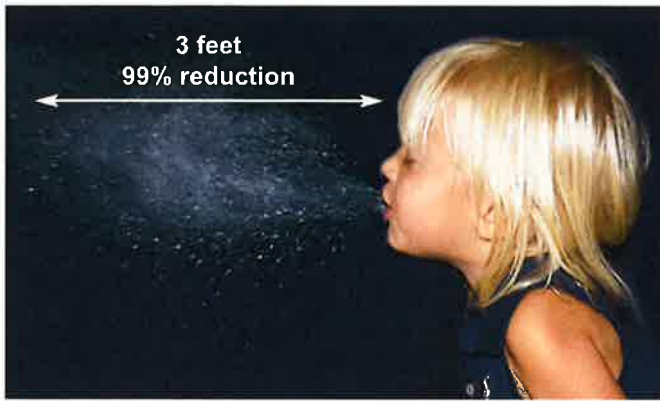
Now, .01 ppm may not sound like a lot, but there are approximately 177,000,000,000,000 hydroperoxide gas molecules in a single litre of air, which means they are close to one micron apart. So, bacteria, odors, viruses, VOCs, mold, etc. do not have to go far to be hit with one and destroyed. Hydroperoxide gas at levels of .01 ppm are now recognized by the EPA as an effective infection control and microbial treatment technology.

A technology developed in the late 1990s by RGF Environmental creates hydroperoxides from moisture in the air within an HVAC system, almost like misting the indoor air with a weak hydrogen peroxide solution. Photohydroionization™ (PHI), a patented ionized hydroperoxide technology developed by RGF Environmental simulates the natural hydroperoxides in the outdoor air. The technology works on a rare metal catalyst and a hydrating agent activated by a broad spectrum ultraviolet light reacting with ambient moisture in the air creating hydroperoxides. A later PHI development, also by RGF, ionized the hydroperoxides, basically super charging them. The concept is a proactive, aggressive method of indoor air sanitation instead of a contaminant or microbe being trapped or killed in a filter system. PHI systems kill microbes at the source, in the room before you come in contact with them. Hundreds of independent studies and lab tests have proven Photohydroionization to be a very effective and safe method of controlling airborne organics. A byproduct of this technology actually lowers ambient ozone levels, as when an ozone molecule reacts with the catalyst it is used in the conversion to a hydroperoxide molecule. Other advantages are very low energy consumption, about 12 watts, which is about the same as the light in your refrigerator making it a green product and there is no air flow restriction or back-press on the hvac blower! The air is so clean that you can actually smell the difference as a wide variety of odors are reduced from 55% to 98%⁽¹²⁾.

Typical Test Results PHI Technology Hydroperoxide levels of .01-.02 ppm

	Virus	99%
	Bacteria	99%
	Odors	55% - 98%
	Mold	97% - 98%
	VOCs	80% - 99%
	Smoke	70%

Sneeze Study⁽⁹⁾



Many of these studies and lab tests were done on airborne contaminants as well as surfaces. This is important because, as with the Norwalk Virus, much of the spread of the virus was from touching contaminated surfaces. The ionized hydroperoxide molecules settle on surfaces and continue to kill microbes.

The PHI technology has been extensively employed by the food industry for the last 17 years. Also, medical facilities have embraced it to reduce rates of H1N1, SARS, C-Diff ⁽⁹⁾ (11), MRSA, etc. Schools use it as it can reduce absenteeism of students and teachers. One PHI validation study was to destroy the microbes of a sneeze, which it did-99% at three feet.⁽⁹⁾

PHI has been tested and approved by the military and homeland security. Hundreds of cruise ships have installed PHI technology throughout the ship, which has helped eliminate the Norwalk Virus problem plaguing that industry for years. Thousands of hotel rooms, chain restaurants and hospitals also utilize PHI technology.

One of the best features is, with well over one million PHI cells in use worldwide over the past 15 years, PHI has a perfect safety record!

RGF has brought PHI technology to the HVAC industry and has expanded their PHI product line to include residential units.

Footnotes

- (1) Infection Control Today, May 2008
- (2) Health Guidelines for Hydrogen Peroxide, US Dept. of Labor, OSHA
- (3) Oxygen Toxicity, Wikipedia. org
- (4) Peroxide of Hydrogen as a Remedial Agent (Journal of the American Medical Association, March 4, 1988)
- (5) Vaporized Hydrogen Peroxide, Wikipedia.org
- (6) Purified Hydrogen Peroxide, U.S. EPA
- (7) Atmospheric Hydrogen Peroxide, Peking University, Beijing, China 2008
- (8) Measurement of Atmospheric Hydrogen Peroxide, North Carolina State University
- (9) Kansas State University testing results of PHI™ technology, 2000 to 2012

- (10) Katz Analytical for RGF Environmental Group, 2010
- (11) PHI Study by Kansas City Public Health Dept., 2010, Dr. L. Franken
- (12) PHI odor testing C&W Engineering 2008

Authors:

Dr. James Marsden, Distinguished Regents Professor at Kansas State University, who has conducted research on Advanced Oxidation Technology for the past 15 years. He has authored numerous articles and holds many patents.

Ron Fink, President/CEO, Founder of RGF Environmental Group, Inc., holds a BSME and has been active in nuclear weapon detection for the Defense Intelligence Agency (DIA), the Nuclear Power Industry and Advanced Oxidation. He holds numerous patents, has authored numerous articles and is a Certified Indoor Air Professional.

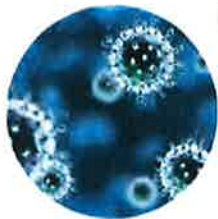
Walter B. Ellis, Vice President, Research & Development, RGF Environmental Group, Inc., BS Degree in Biology & Marine Biology. Mr. Ellis is a specialist in Advanced Oxidation. He has authored several published technical papers and holds numerous patents. He is an Association of Energy Engineers (AEE) Certified Indoor Air Quality Professional (CIAQP).

ADVANCED OXIDATION TEST RESULTS 2000-2019

RGF[®] first developed its advanced oxidation technology over 20 years ago. Over four million RGF[®] cells are in use around the world. RGF[®] has licensed its technology to many Fortune 500 companies for use in the medical, food, military, residential, commercial, marine, hospitality and government. RGF[®] cells in various products have been tested and/or approved or registered by:

- ETL, TUV, EU, CSA
- Chinese Government
- U.S. Government
- U.S. Military
- Japanese Government (TV commercials)
- European Union
- Electric Power Research Institute
- Canadian Government
- USDA & FSI

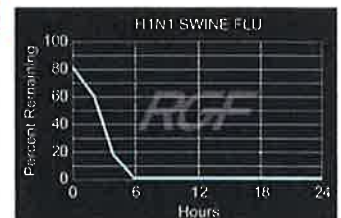
In addition, RGF[®] cells have been specified in the Norovirus & MRSA protection plan of America's largest restaurant chains, hotel chains, theme parks, cruise lines, public schools and hospitals. The following is a summary of some of the testing and studies performed by third party independent labs and universities. RGF[®] products are not medical devices and no medical claims are made.



H1N1 (Swine Flu)

Kansas State University has completed preliminary testing on RGF's Photohydrolyzation[®] (PHI-Cell[®]) and Reflective Electromagnetic Energy (REME[®] Cell) technologies with 99+% inactivation of the H1N1 virus (referred to as "swine flu" early on) on a stainless steel surface. This virus was first detected in people in the United States, April 2009. It is now considered a regular human flu virus, continuing to circulate seasonally worldwide according to the CDC. Flu viruses are spread mainly from person to person through coughing or sneezing. Sometimes people may become infected by touching items such as a surface or object with flu viruses on it and then touching their mouth or nose.

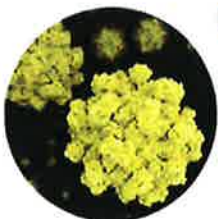
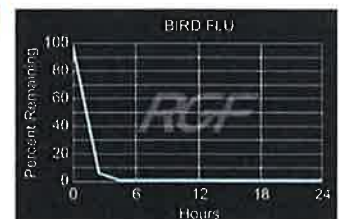
Tested by: Kansas State University Inactivation Rate 99+%



Avian Influenza (Bird Flu)

Avian influenza is an infection caused by avian (bird) influenza (flu) viruses. These influenza viruses occur naturally among birds. Of the few avian influenza viruses that have crossed the species barrier to infect humans, H5N1 has had the largest number of detected cases of severe disease and death in humans.

Source CDC Center for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%



Norwalk Virus

Noroviruses are a group of related, single-stranded RNA, non-enveloped viruses that cause acute gastroenteritis in humans. Noroviruses are highly contagious and as few as 10 viral particles may be sufficient to infect an individual. 50% of all food-borne outbreaks of gastroenteritis can be attributed to noroviruses. Chicago schools realized a 20% improvement in attendance after installing RGF's PHI Technology.

Source: CDC Centers for Disease Control and Prevention
Tested by: Midwest Research Institute Inactivation Rate 99+%



Methicillin Resistant Staphylococcus Aureus

Methicillin-resistant Staphylococcus aureus (MRSA) is a type of bacteria that is resistant to certain antibiotics. These antibiotics include methicillin and other more common antibiotics such as oxacillin, penicillin and amoxicillin. RGF[®] participated, along with a major hospital, in a two-year study evaluating PHI Technology, which resulted in a 33.4% reduction in infections.

Source: CDC Centers for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%





Streptococcus Sp

Group A Streptococcal (strep) infections are caused by group A Streptococcus, a bacterium responsible for a variety of health problems.

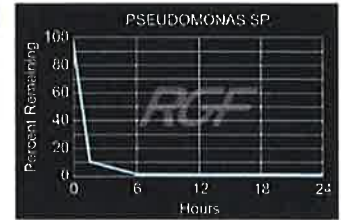
Source: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Tested by: Kansas State University Inactivation Rate 98+%



Pseudomonas Sp

The bacterial genus Pseudomonas includes plant pathogenic bacteria such as *P. syringae*, the opportunistic human pathogen *P. aeruginosa*, the ubiquitous soil bacterium *P. putida*, and some species that are known to cause spoilage of unpasteurized milk and other dairy products.

Tested by: Kansas State University Inactivation Rate 99+%



Listeria

This is a Gram-positive bacterium, motile by means of flagella. Some studies suggest that 1-10% of humans may be intestinal carriers of *L. monocytogenes*.

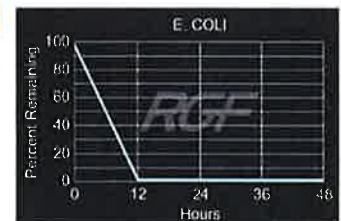
Source: U.S. Food and Drug Administration
Tested by: Kansas State University
Steris Labs
KAG / Eco Labs Inactivation Rate 99+%



Escherichia coli

Escherichia coli, usually abbreviated to *E. coli*, discovered by Theodor Escherich, a German pediatrician and bacteriologist, is one of the main species of bacteria that live in the lower intestines of mammals, known as gut flora.

Tested by: Kansas State University Inactivation Rate 99+%



Bacillus Globigii

Bacillus globigii lives in soils around the world and can readily be found in samplings of wind-borne dust particles. It is also known as *Bacillus subtilis*, its more modern name.

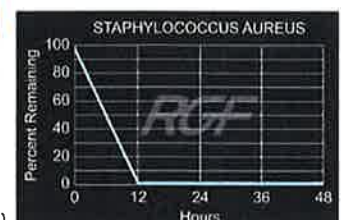
Source: CDC Center for Disease Control and Los Alamos National Laboratory
Tested by: Kansas State University Inactivation Rate 99+%



Staphylococcus Aureus

Staphylococcus aureus, often referred to simply as "staph," is a bacteria commonly found on the skin and in the nose of people. Person-to-person transmission is the usual form of spread and occurs through contact with secretions from infected skin lesions, nasal discharge or spread via the hands.

Source: CDC Center for Disease Control and FDA (Food and Drug Administration)
Tested by: Kansas State University Inactivation Rate 99+%



Clostridium difficile (C-Diff)

Many hospitals have been waiting for more information on C-Diff bacteria as it may be as big a problem or bigger than MRSA. Independent university studies tested RGF's REME® Technology with 99% kill rate.

Source: CDC Center for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%

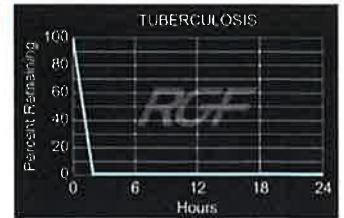




Tuberculosis

Tuberculosis typically attacks the lungs, but can also affect other parts of the body. It is spread through the air when people with infection cough, sneeze, or otherwise transmit their saliva through the air. Most infections are asymptomatic and latent, but about one in ten latent infections eventually progresses to active disease which, if left untreated, kills more than 50% of those so infected.

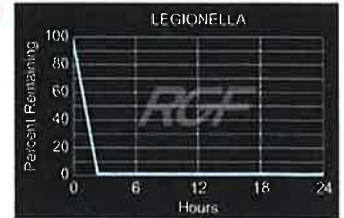
Source: Health and Industry
Tested by: Kansas State University Inactivation Rate 99+%



Legionella

Legionella is common in many environments, with at least 50 species and 70 serogroups identified. The chemical composition of these side chains determine the nature of the somatic or O antigen determinants, which are essential means of serologically classifying many Gram-negative bacteria.

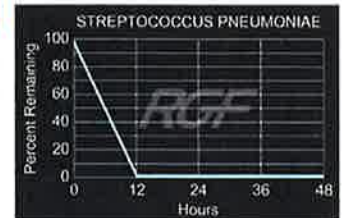
Source: CDC Centers for Disease Control
Tested by: Kansas State University Inactivation Rate 99+%



Streptococcus Pneumoniae

S.pneumoniae is an exclusively human pathogen and is spread from person-to-person by respiratory droplets, meaning that transmission generally occurs during coughing or sneezing to others within six feet of the carrier. Health experts estimate that more than ten million mild infections (throat and skin) like these occur every year.

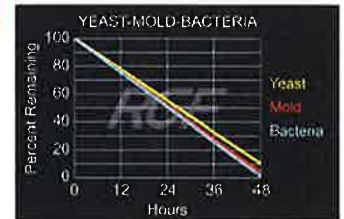
Source: CDC Centers for Disease Control
Tested by: Kansas State University Inactivation Rate 99+%



Mold/Yeast

The purpose of this test was to evaluate the effect the RGF® AOT unit has on mold/yeast bacteria (TPC). This test was performed utilizing a standard 2,000 sq. ft. home and 3,000 sq. ft. simulated home.

Tested by: California Microbiology Center
Mold 99% Mold 97-98% Yeast 90+%

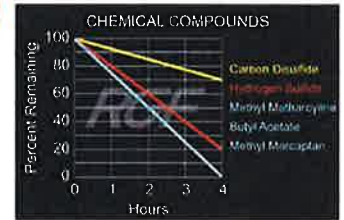


Chemical Compounds

Gas Chromatograph/Mass Spectrometer test performed by Nelap Accredited Lab on airborne chemical compound reduction using RGF's AOT.

- | | | | |
|------------------|---------------------|---------------------|----------------|
| Hydrogen Sulfide | - Rotten eggs | Butyl Acetate | - Sweet banana |
| Methyl mercaptan | - Rotten cabbage | Methyl Metharcylene | - Plastic |
| Carbon Disulfide | - Vegetable sulfide | | |

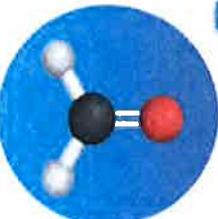
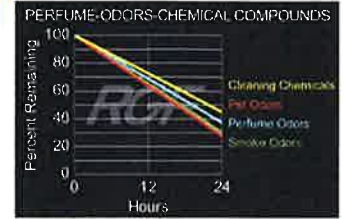
Methyl Metharcylene 100% Butyl Acetate 100% Methyl Mercaptan 100%
Hydrogen Sulfide 80% Carbon Disulfide 30%



Odors

The purpose of this test was to evaluate to what effect the RGF's AOT unit has on cleaning chemicals, pet odors, smoke and perfume odors. This test was performed utilizing two 500 cubic foot test chambers and a ten-person odor panel. The qualitative assessments of the ten-person odor panel were then used as a means to determine the odor reduction.

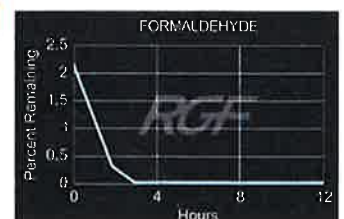
Tested by: C&W Engineering (Independent PE Firm)
Pet Odors 72% Smoke Odors 70% Perfume Odors 63+% Cleaning Chemicals 55+%



Formaldehyde

The purpose of this test was to evaluate the effect the RGF® AOT unit has on formaldehyde.

Tested by: Kansas State University in a Class II Bio test chamber





A testing protocol concept was used which included a "Sneeze Simulation Machine" and "Sneeze" chamber. A sneeze can travel at up to 100 mph, so we had to consider lung capacity, sneeze pressure, and liquid volume to properly simulate a human sneeze. This was accomplished and the test proceeded with outstanding results. An average of 88% reduction of microbials was achieved with PHI in a double blind test, at three feet from the sneeze source. This is clearly not a medically supervised test or protocol. However, from a practical point, it was definitely providing some kill at the source and will provide some level of protection. When RGF® developed the next generation of Advanced Oxidation Technology, REME®, the same testing was performed and an average of 99% reduction of microbials was achieved in the same 3 foot distance.

Tested by: Kansas State University, inactivation 99%
 Simulated Sneezing Lab Test at three feet in a 250 cu ft Bio Test Chamber. An independent PE double blind study.

All the above tests were performed on RGF® advanced oxidation products with advanced oxidation plasma of less than .02 ppm. They were conducted by independent accredited labs and university studies. They were funded and conducted by RGF's major clients to assure third party credibility. RGF® products are not medical devices and no medical claims are made.

*Some products may not be available to be sold in the state of California.



RGF® Environmental Group ISO 9001:2015 Certification

ISO 9001:2015 is an internationally recognized standard that specifies the requirements for an audited Quality Management System (QMS). RGF® developed their QMS to promote continuous improvement in every aspect of their business, including administrative functions, quality control, product development, engineering, production, marketing, sales, logistics and customer service.



RGF's VP/GM Walter Ellis, received ISO 9001:2015 Certification in record time, under budget and received an above and beyond congratulations from the audit team.



ISO 9001:2015 Certification Quality Management Kiosk allows employees to access all pertinent files and procedures.



DIVISIONS



ISO 9001:2015 CERTIFIED COMPANY

1101 West 13th Street (Port of Palm Beach Enterprise Zone) Riviera Beach, Florida 33404
www.rgf.com



LABEL For Restaurants



THIS RESTAURANT IS PROTECTED BY

REME-HALO

www.rgf.com

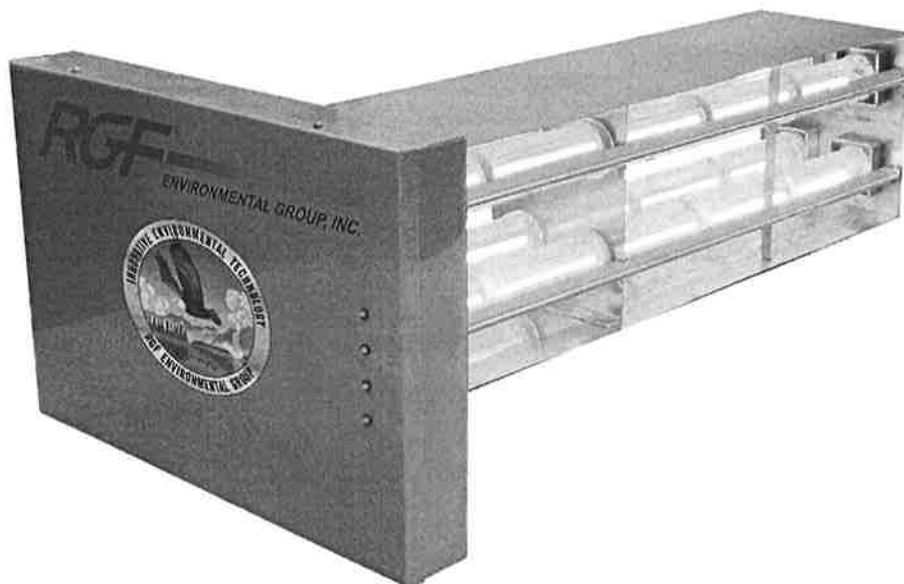
AIR PURIFICATION TECHNOLOGY

**SEE WHAT
WE'RE DOING
TO PROTECT
THE AIR YOU
BREATHE**



COMMERCIAL PHI UNIT

A Photohydroionization[®] (PHI) Technology

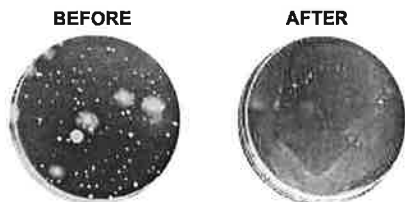


Patent Pending

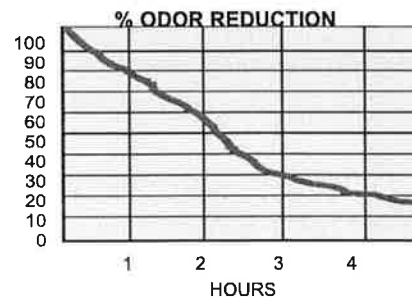
The **Commercial PHI Unit** by RGF[®] is designed to reduce odors, air pollutants, VOCs (chemical odors), smoke, mold bacteria and viruses. The unit is easily mounted into air conditioning and heating system air ducts where most sick building problems start. When the HVAC system is in operation the **Commercial PHI Unit** creates an Advanced Oxidation Process consisting of: Hydro-peroxides, ozonide ions, super oxide ions and hydroxide ions. All are friendly oxidizers. By friendly oxidizers we mean oxidizers that revert back to oxygen and hydrogen after the oxidation of the pollutant. The system is available fully assembled for easy installation.

Why Use RGF's Photohydroionization[®] Technology ?

Germicidal UV light rays have been used for decades by the medical industry as a method for destroying micro-organisms (germs, viruses, bacteria). UV light is dependable and can be easily installed in HVAC ducts or a plenum. Germicidal UV light is effective in reducing only the airborne micro-organisms that pass directly through the light rays. However, germicidal UV light has little to no effect on gases, vapors or odors. Photohydroionization Advanced Oxidation, on the other hand, is very effective on gases, vapors, VOCs and odors.



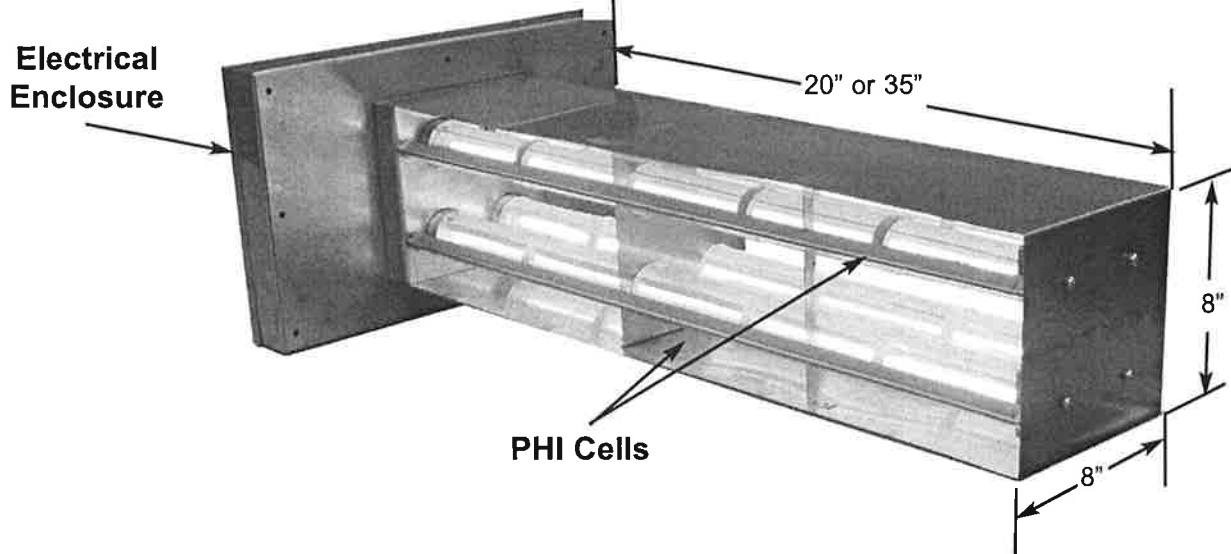
Actual lab tests showing up to 97% reductions of airborne bacteria and mold



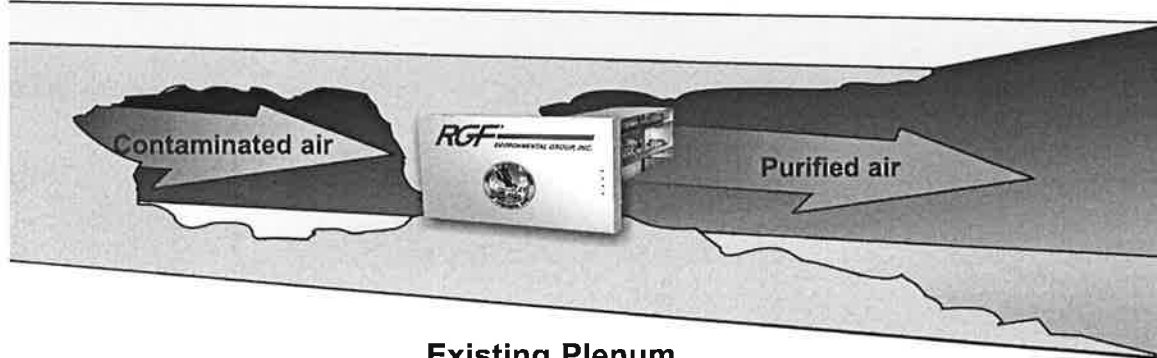
The combination of safe low level ozone (O₃) and UV light enhanced by a hydrated quad-metallic compound target develops an advanced oxidation reaction that creates as well as reduces ozone to safe low levels. This process also produces hydro-peroxides, super oxide ions, ozonide ions and hydroxides. By engineering the proper UV light wavelength, in combination with a triple function, no maintenance unit, The PHI Cell provides safe hydro-peroxides, super oxide ions, ozonide ions and hydroxides to purify the air.

With the RGF HVAC PHI Cell[®] Advanced Oxidation System, micro-organisms can be reduced up to 99.99%. Gases, VOCs and odors can also be reduced significantly, and the room will have ozonide ions, hydro-peroxides, super oxide ion and hydroxides which will help give your room fresh, clean and odor free air.

Commercial PHI



Installation



Existing Plenum

*At 120 VAC 60 Hz

Engineered to fit specific cfm applications in large commercial and industrial environments

Commercial 20 - Housing is 20" L	# of cells	Length of cell	CFM Coverage	Tonnage	*	*
CML-25	1	14"	9,730	25	0.25A	30W
CML-50	2	14"	19,460	50	0.55A	72W
CML-75	3	14"	29,120	75	0.90A	108W
CML-100	4	14"	38,920	100	1.10A	132W
Commercial 35 - Housing is 35" L	# of 35" cells	# of 14" cells	CFM Coverage	Tonnage		
CML-65	1	0	25,020	65	0.60A	72W
CML-90	1	1	34,750	90	0.87A	104W
CML-115	1	2	44,480	115	1.20A	144W
CML-125	2	0	50,040	125	1.10A	132W
CML-140	1	3	54,210	140	1.10A	192W
CML-150	2	1	59,770	150	1.10A	132W
CML-180	2	2	69,500	180	1.80A	216W
CML-190	3	0	75,060	190	1.70A	204W
CML-215	3	1	84,790	215	2.05A	246W
CML-250	4	0	100,080	250	2.15A	258W

RGF Environmental Group, Inc.

1101 West 13th Street (Port of Palm Beach Enterprise Zone) Riviera Beach, Florida 33404
800 842-7771 fax 561 848-9454 www.rgf.com

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 2, 2020

Agenda Item No. Tab 6

Agenda Title: Discussion of the Award of Agreement for Tennis Center Management and Maintenance Services between the Town of Lake Park and Elite Sports & Recreation Management (RFP No. 108-2020)

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date: 11/23/2020

Riunite Franks, Special Events Director

Riunite Franks

Digital Signature of Riunite Franks
 D:\s\franks\riunite\Town of Lake Park\cert\pub\dfrank.rcf
 Digitally signed by Riunite Franks, DN: cn=Riunite Franks, o=Town of Lake Park, ou=Public Events
 Date: 2020.11.23.20:48:10

Name/Title

<p>Originating Department: Special Events</p>	<p>Costs: \$ N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____</p>	<p>Attachments: Copy of Notice of Intent to Award, Copy of Proposal Evaluation Forms, Copy of Proposals Submitted by Elite Sports & Recreation, Copy of RFP No. 108-20220</p>
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>RCF</u> or Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

On Sunday, August 9, 2020 the Town published its Legal Notice that the Town would be accepting sealed proposals for Tennis Center Management and Maintenance Services Request for Proposals (RFP No. 108-2020) with a submittal deadline September 11, 2020 at 10:00 am eastern time. By that deadline, the following Offerors submitted a proposal:

**Elite Sports & Recreation Management
Itamar B. Macedo
World Class Tennis Academy**

On September 11, 2020 at 2:00 pm, the above proposals were opened and read aloud via Zoom.

On October 8, 2020 at 2:00 pm the Evaluation Committee consisting of the Special Events Director (Chair), the Town Manager and the Recreation Supervisor met in a publicly noticed meeting (via Zoom) for the purpose of evaluating the above proposals. All of the responses were determined to be sufficient and thus were evaluated by the Committee. After careful consideration, Elite Sports & Recreation Management received a total average score of 96%, Itamar B. Macedo received a total average score of 90.6% and World Class Tennis Academy received a total average score of 83.6%.

Based upon the review of the proposal submitted by Elite Sports & Recreation Management and the scores of the Evaluation Committee, staff recommends award of the Tennis Center Management and Maintenance Services Agreement to this Offeror.

As part of RFP 108-2020 all bidders were given the opportunity to submit an alternate proposal outlining a secondary sport as well as the number of courts to be used. For the purpose of the RFP, any proposed secondary sport would require the use of at least one tennis court and is played using a racquet and/or paddle. If the bidder that submitted the alternate proposal received the highest percentage total average score by the Evaluation Committee, the contents of the alternate proposal could become part of the final agreement, at the Town's discretion.

During the proposal process the Town received an alternate proposal from Elite Sports & Recreation Management proposing the sport of Pickleball as a secondary sport.

At this time, staff would like direction from the Commission whether or not to consider the secondary proposed sport of Pickleball as part of the agreement made with Elite Sports & Recreation Management. The final agreement will come before the Commission at a future meeting.

A copy of the Notice of Intent to Award and Bid Evaluation Sheets are attached. As well as, a copy of the proposals submitted by the Elite Sports & Recreation Management and a copy of RFP No. 108-2020.

Recommended Motion: At the Commissions discretion based on the information provided.



NOTICE OF INTENT TO AWARD

Notice is hereby given by the Town of Lake Park of the intent to award a License Agreement for the provision of Tennis Center Management and Maintenance Services pursuant to RFP No. 108-2020 to the following Offeror:

Elite Sports & Recreation Management

The award shall be effective upon approval by the Town Commission at its regular December 2, 2020 meeting which will be held in the Commission Chamber of the Lake Park Town Hall located at 535 Park Avenue, Lake Park, FL 33403, commencing at 6:30 pm.

This Notice of Intent to Award, along with the attached bid evaluation sheet, shall be posted by the Town Clerk on the Town of Lake Park's official website five (5) business days prior to the December 2, 2020 Commission meeting.

All bidders have the right to protest this intent to award pursuant to Section 2-251 of the Town's purchasing Ordinance.

Issued by: Town of Lake Park

Office of the Town Manager

November 6, 2020

John O. D'Agostino
Town Manager

Attachment

RFP 108-2020
 TENNIS CENTER MANAGEMENT MAINTENANCE SERVICES
 EVALUATION COMMITTEE
 OCTOBER 8, 2020

ELITE SPORTS & RECREATION MANAGEMENT	RIUNITE	BRITTANY	JOHN
Qualifications & Experience	15	20	20
Ability & Capability	40	45	45
License Fee	33	35	35
TOTAL SCORE	88%	100%	100%

$$88 + 100 + 100 = 96\%$$

ITAMAR MACEDO	RIUNITE	BRITTANY	JOHN
Qualifications & Experience	15	16	20
Ability & Capability	35	36	45
License Fee	35	35	35
TOTAL SCORE	85%	87%	100%

$$85 + 100 + 87 = 90.6\%$$

WORLD TENNIS ACADEMY	RIUNITE	BRITTANY	JOHN
Qualifications & Experience	2	4	20
Ability & Capability	45	45	45
License Fee	30	35	25
TOTAL SCORE	77%	84%	90%

$$77 + 84 + 9 = 83.6\%$$

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:
Elite Sports & Recreation Management
Eric AH-Yuen, President/Director
119 Country Club Drive
Tequesta, FL 33469

- | <u>Item No.</u> | <u>YES OR NO</u> |
|--|---|
| 1. Cover page submitted which included the Operator's name, contact person for RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 2. Table of contents provided outlining in sequential order the major sections of the proposal | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 4. <u>Operator's Qualifications and Experience:</u> | |
| a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator | |
| b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation | |
| c) Copies of resumes provided <input checked="" type="checkbox"/> | |
| d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional <input checked="" type="checkbox"/> | |
| e) Current licenses to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida <input checked="" type="checkbox"/> - No license for Bidder | |
| 5. <u>Ability and Capability to Perform Required Services</u> | |
| a) Detailed schedule provided for types of programs offered | |
| b) Detailed description of the rates for individual and group lessons, and league play <input checked="" type="checkbox"/> | |
| c) Detailed narrative response of how the Operator proposes to engage the residents to participate in these programs <input checked="" type="checkbox"/> | |
| d) Detailed narrative response of the types of equipment that will be provided to perform required services <input checked="" type="checkbox"/> | |
| e) Detailed narrative response describing the (2) fundraising tournaments that will be scheduled <input checked="" type="checkbox"/> | |

<u>EVALUATION CRITERIA:</u>	<u>PERCENTAGE</u>
1. Operator's Qualifications and Experience (Maximum 20%)	<u>15%</u>
2. Operator's Ability and Capability to Perform Required Services (Maximum 45%)	<u>40%</u>
3. License Fee Proposal Amount (Maximum 35%) - \$14,800 - Proposed \$26,500 - Capital Improvements	<u>33%</u>
TOTAL AMOUNT (Maximum 100%)	<u>88%</u>

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:
Itamar B. Macedo
701 Lake Shore Drive
Lake Park, FL 33403

<u>Item No.</u>	<u>YES OR NO</u>
1. Cover page submitted which included the Operator's name, contact person for RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2. Table of contents provided outlining in sequential order the major sections of the proposal	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
4. <u>Operator's Qualifications and Experience:</u>	
a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator	OK But Not Detailed
b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation — Did Not Provide The other Items	OK
c) Copies of resumes provided	<input checked="" type="checkbox"/>
d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional	<input checked="" type="checkbox"/>
e) Current licenses to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida	
5. <u>Ability and Capability to Perform Required Services</u>	
a) <u>Detailed schedule</u> provided for types of programs offered	
b) Detailed description of the rates for individual and group lessons, and league play	
c) <u>Detailed narrative</u> response of how the Operator proposes to engage the residents to participate in these programs	
d) <u>Detailed narrative</u> response of the types of equipment that will be provided to perform required services	
e) <u>Detailed narrative</u> response describing the (2) fundraising tournaments that will be scheduled	

Answered
But Not
In
Detail

<u>EVALUATION CRITERIA:</u>	<u>PERCENTAGE</u>
1. Operator's Qualifications and Experience (Maximum 20%)	<u>15%</u>
2. Operator's Ability and Capability to Perform Required Services (Maximum 45%)	<u>35%</u>
3. License Fee Proposal Amount (Maximum 35%)	<u>35%</u>
TOTAL AMOUNT (Maximum 100%)	<u>85%</u>

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:
GMUTC/World Tennis Academy
700 W Hillsboro Boulevard
Suite 3-201
Deerfield Beach, FL 33441

Item No.

1. Cover page submitted which included the Operator's name, contact person for RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number
2. Table of contents provided outlining in sequential order the major sections of the proposal
3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services

YES OR NO

YES NO

YES NO

YES NO

Missing Contact Person

4. Operator's Qualifications and Experience:

- a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator
- b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation
- c) Copies of resumes provided
- d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional
- e) Current licenses to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida

- Barely Included

5. Ability and Capability to Perform Required Services

- a) Detailed schedule provided for types of programs offered ✓
- b) Detailed description of the rates for individual and group lessons, and league play ✓
- c) Detailed narrative response of how the Operator proposes to engage the residents to participate in these programs ✓
- d) Detailed narrative response of the types of equipment that will be provided to perform required services ✓
- e) Detailed narrative response describing the (2) fundraising tournaments that will be scheduled ✓

Exceptional Responses

EVALUATION CRITERIA:

1. Operator's Qualifications and Experience (Maximum 20%)
 2. Operator's Ability and Capability to Perform Required Services (Maximum 45%)
 3. License Fee Proposal Amount (Maximum 35%) - \$12,000 Proposed - Variable 10% of revenue up to \$3,000 monthly cap
- TOTAL AMOUNT (Maximum 100%)**

PERCENTAGE

20%
45%
30%
77%

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:

**Elite Sports & Recreation Management
Eric AH-Yuen, President/Director
119 Country Club Drive
Tequesta, FL 33469**

<u>Item No.</u>	<u>YES OR NO</u>
1. Cover page submitted which included the Operator's name, contact person for RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2. Table of contents provided outlining in sequential order the major sections of the proposal	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
4. <u>Operator's Qualifications and Experience:</u>	
a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator	
b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation	
c) Copies of resumes provided	
d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional	
e) Current licenses to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida	
5. <u>Ability and Capability to Perform Required Services</u>	
a) Detailed schedule provided for types of programs offered	
b) Detailed description of the rates for individual and group lessons, and league play	
c) Detailed narrative response of how the Operator proposes to engage the residents to participate in these programs	
d) Detailed narrative response of the types of equipment that will be provided to perform required services	
e) Detailed narrative response describing the (2) fundraising tournaments that will be scheduled	

EVALUATION CRITERIA:

	<u>PERCENTAGE</u>
1. Operator's Qualifications and Experience (Maximum 20%)	20% _____
2. Operator's Ability and Capability to Perform Required Services (Maximum 45%)	45% _____
3. License Fee Proposal Amount (Maximum 35%)	35% _____
TOTAL AMOUNT (Maximum 100%)	100% _____

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:

**Itamar B. Macedo
701 Lake Shore Drive
Lake Park, FL 33403**

Item No.

YES OR NO

- | | |
|--|---|
| 1. Cover page submitted which included the Operator's name, contact person for RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 2. Table of contents provided outlining in sequential order the major sections of the proposal | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 4. <u>Operator's Qualifications and Experience:</u> | |
| a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator | |
| b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation | |
| c) Copies of resumes provided | |
| d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional | |
| e) Current licenses to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida | |
| 5. <u>Ability and Capability to Perform Required Services</u> | |
| a) Detailed schedule provided for types of programs offered | |
| b) Detailed description of the rates for individual and group lessons, and league play | |
| c) Detailed narrative response of how the Operator proposes to engage the residents to participate in these programs | |
| d) Detailed narrative response of the types of equipment that will be provided to perform required services | |
| e) Detailed narrative response describing the (2) fundraising tournaments that will be scheduled | |

EVALUATION CRITERIA:

PERCENTAGE

- | | |
|--|--------------|
| 1. Operator's Qualifications and Experience (Maximum 20%)
<small>1 No Contractual References, all clientele and one store owner</small> | 16%
_____ |
| 2. Operator's Ability and Capability to Perform Required Services (Maximum 45%)
<small>1: Fundraising tournaments did not have much detail for example, how much money was raised for the past 5 years of tournaments, # of participants involved, any volunteers... ?</small> | 36%
_____ |
| 3. License Fee Proposal Amount (Maximum 35%) | 35%
_____ |
| TOTAL AMOUNT (Maximum 100%) | 87%
_____ |

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:

**GMUTC/World Tennis Academy
700 W Hillsboro Boulevard
Suite 3-201
Deerfield Beach, FL 33441**

Item No.

YES OR NO

- | | |
|---|---|
| <p>1. Cover page submitted which included the Operator's name, contact person for RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number</p> | <p>YES _____ NO <input checked="" type="checkbox"/></p> |
| <p>2. Table of contents provided outlining in sequential order the major sections of the proposal</p> | <p>YES <input checked="" type="checkbox"/> NO _____</p> |
| <p>3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services</p> | <p>YES <input checked="" type="checkbox"/> NO _____</p> |
| <p>4. <u>Operator's Qualifications and Experience:</u></p> <p>a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator</p> <p>b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation</p> <p>c) Copies of resumes provided</p> <p>d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional</p> <p>e) Current licenses to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida</p> | |
| <p>5. <u>Ability and Capability to Perform Required Services</u></p> <p>a) Detailed schedule provided for types of programs offered</p> <p>b) Detailed description of the rates for individual and group lessons, and league play</p> <p>c) Detailed narrative response of how the Operator proposes to engage the residents to participate in these programs</p> <p>d) Detailed narrative response of the types of equipment that will be provided to perform required services</p> <p>e) Detailed narrative response describing the (2) fundraising tournaments that will be scheduled</p> | |

EVALUATION CRITERIA:

PERCENTAGE

<p>1. Operator's Qualifications and Experience (Maximum 20%) ^{4% each}</p> <p><small>1 No Resumes 2 No address to the references 3. It is not known if those are contractor references as for there are no reference letters or titles of each individual 3 The USPTA certification and any current license to do business in PBC are not in this section.</small></p>	<p>4% _____</p>
<p>2. Operator's Ability and Capability to Perform Required Services (Maximum 45%) ^{9% each}</p>	<p>45% _____</p>
<p>3. License Fee Proposal Amount (Maximum 35%)</p>	<p>35% _____</p>
<p>TOTAL AMOUNT (Maximum 100%)</p>	<p>84% _____</p>

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:

**Elite Sports & Recreation Management
Eric AH-Yuen, President/Director
119 Country Club Drive
Tequesta, FL 33469**

- | <u>Item No.</u> | <u>YES OR NO</u> |
|--|---|
| 1. Cover page submitted which included the Operator's name, contact person for RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 2. Table of contents provided outlining in sequential order the major sections of the proposal | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 4. <u>Operator's Qualifications and Experience:</u> | |
| a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator | YES |
| b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation | YES |
| c) Copies of resumes provided | YES |
| d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional | YES |
| e) Current licenses to do business in <u>Palm Beach County</u> , Florida; Town of Lake Park; and the State of Florida | YES
P. BC |
| 5. <u>Ability and Capability to Perform Required Services</u> | |
| a) Detailed schedule provided for types of programs offered | YES
NOT L.P.K
will have to get BTR FOR TOWN |
| b) Detailed description of the rates for individual and group lessons, and league play | YES |
| c) Detailed narrative response of how the Operator proposes to engage the residents to participate in these programs | YES |
| d) Detailed narrative response of the types of equipment that will be provided to perform required services | |
| e) Detailed narrative response describing the (2) fundraising tournaments that will be scheduled | |

EVALUATION CRITERIA:

1. Operator's Qualifications and Experience (Maximum 20%)
2. Operator's Ability and Capability to Perform Required Services (Maximum 45%)
3. License Fee Proposal Amount (Maximum 35%)

PERCENTAGE

20%
45%
35%
100%

TOTAL AMOUNT (Maximum 100%)

Avg. 96%

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:

Itamar B. Macedo
701 Lake Shore Drive
Lake Park, FL 33403

Item No.

YES OR NO

1. Cover page submitted which included the Operator's name, contact person for RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number YES NO
2. Table of contents provided outlining in sequential order the major sections of the proposal YES NO
3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services YES NO
4. **Operator's Qualifications and Experience:**
 - a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator YES
 - b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation YES
 - c) Copies of resumes provided YES
 - d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional YES
 - e) Current licenses to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida YES
5. **Ability and Capability to Perform Required Services** YES
 - a) Detailed schedule provided for types of programs offered YES
 - b) Detailed description of the rates for individual and group lessons, and league play YES
 - c) Detailed narrative response of how the Operator proposes to engage the residents to participate in these programs YES
 - d) Detailed narrative response of the types of equipment that will be provided to perform required services YES
 - e) Detailed narrative response describing the (2) fundraising tournaments that will be scheduled YES

EVALUATION CRITERIA:

Avg. 90.6%

1. Operator's Qualifications and Experience (Maximum 20%)
2. Operator's Ability and Capability to Perform Required Services (Maximum 45%)
3. License Fee Proposal Amount (Maximum 35%)

PERCENTAGE

20%
45%
35%
100%

TOTAL AMOUNT (Maximum 100%)

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) No. 108-2020**



PROPOSER:
GMUTC/World Tennis Academy
700 W Hillsboro Boulevard
Suite 3-201
Deerfield Beach, FL 33441

- | <u>Item No.</u> | <u>YES OR NO</u> |
|--|---|
| 1. Cover page submitted which included the Operator's name, <u>contact person</u> for RFP, primary office location, local business address (if applicable), <u>business phone and fax numbers</u> , title of RFP AND RFP Number | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 2. Table of contents provided outlining in sequential order the major sections of the proposal | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 3. Executive summary provided of not more than (3) pages outlining Operator's overall qualifications and experience, and ability and capability to perform the required services | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 4. Operator's Qualifications and Experience: | |
| a) Detailed narrative response of the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator | |
| b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation | YES |
| c) Copies of resumes provided | YES FOR Fernando Sulezer - Work History for Bogarin
NO for Metzger |
| d) Evidence provided that the Operator must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional | YES |
| e) Current licenses to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida | NO |
| 5. Ability and Capability to Perform Required Services | |
| a) Detailed schedule provided for types of programs offered | YES |
| b) Detailed description of the rates for individual and group lessons, and league play | YES - No league |
| c) Detailed narrative response of how the Operator proposes to engage the residents to participate in these programs | YES |
| d) Detailed narrative response of the types of equipment that will be provided to perform required services . | YES |
| e) Detailed narrative response describing the (2) fundraising tournaments that will be scheduled | |

EVALUATION CRITERIA:

1. Operator's Qualifications and Experience (Maximum 20%)
2. Operator's Ability and Capability to Perform Required Services (Maximum 45%)
3. License Fee Proposal Amount (Maximum 35%)

Avg: 83.6%

PERCENTAGE

20%
45%
25%
90%

TOTAL AMOUNT (Maximum 100%)



**Town of Lake Park Tennis Center
Management and Maintenance Services**

Request for

Proposal

RFP No. 108-2020



Prepared By:

Elite Sports and Recreation Management

Eric AH-Yuen, President & Director

119 Country Club Drive

Tequesta, FL 33469

602-317-5339

September 11, 2020

Future Logo

We have professionally created a new logo by our designers to identify Lake Park Tennis Club. Our chosen design was carefully crafted to proudly represent our community, our culture and Team Lake Park. We kept it as close to the town logo while maintaining our own identity. Whether we are travelling to competition or hosting tournaments, we are proud to represent our town of Lake Park and associate with local businesses in the area.. The association of the palm trees of South Florida, the intercostal waterways and our landmark clock tower all signifies us in the town of Lake Park.



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3. Executive Summary

The Town of Lake Park desires to engage the services of a Tennis Pro/Organization to direct and oversee the operations and maintenance of the Lake Park Tennis Center (LPTC). As a USPTA Certified Corporate Member, Pickleball Athletics Club dba Elite Sports and Recreation Management (Membership No. 81427) offers the Town a world-class combination of proven facility operations expertise, half a century of personal experience playing tennis at the highest levels, a history of community program successes, and more than 30 years teaching tennis with an earned Professional 1 Designation as a member of the U.S. Professional Tennis Association.

Eric AH-Yuen and his staff at Elite Sports and Recreation Management are seasoned, hands-on management experts and tennis professionals. They work together as a well-coordinated team, able to operate, maintain and grow facilities and their capabilities, while delivering men's, women's and juniors tennis programs that are rewarding and challenging.

Eric AH-Yuen has spent decades helming recreational facilities, creating community leisure programs, teaching everyone from children and weekend warriors to Olympians and professional athletes, and starting and growing successful fitness and wellness centers. His first business endeavor was launched 26 years ago when he opened his own facility, The Winning Circle Martial Arts Fitness and Wellness Center in Ontario, Canada, which still thrives today.¹

In October 2017, Eric AH-Yuen founded Pickleball Athletics Club (PAC) in Palm Beach Gardens. He built it from the ground up until it was so popular it covered three municipalities in Palm Beach County. His integrity, leadership ability and commitment to organizational excellence are so inspiring that club members come from as close as West Palm Beach, Lake Park and Palm Beach, and as far away as Fort Lauderdale, Port St. Lucie, Pompano, Deerfield Beach, Stuart and Delray Beach to play.

PAC is now one of the most successful pickleball programs in the country, having grown from 0 to 339 members in only 18 months. The program has been featured numerous times in the Palm Beach Post² and on ESPN³ and NBC's South Florida TV channels — a media relationship we propose to leverage on behalf of programs at LPTC.

Regarding Eric AH-Yuen's teaching and coaching abilities, they are superlative. He is RacquetFit Certified by the USPTA and holds elite designation as a USPTA Affiliate. RacquetFit is the educational organization sponsored by the USPTA that certifies tennis coaches in the optimal way to increase player performance via a deep understanding of how the body functions during the serve, forehand and backhand, a concept referred to as the Body-Tennis Connection.

¹ <http://winnlncircle.com/>

² <https://www.palmbeachpost.com/lifestyles/why-everybody-palm-beach-gardens-going-crazy-for-this-sport/IAA751ksHrTjvxshr8swuM/>

³ <https://youtu.be/og25-SCKvmw>

In addition, Eric AH-Yuen has personally coached and trained more than 1,000 athletes in his career, including amateur, collegiate, and professional athletes from the NFL, CFL, NHL, PGA Tour, National Premier League Soccer, USAPA, Olympics and more. His athletes include Hall of Famers, World Champions, Gold Medalists, Rookies of the Year, National Team Players, Stanley Cup Finalists, and other successful students (See Resume). As one of only two Master Certified Pickleball Instructors in South Florida and 1 of 3 Certified Rating Specialists, he personally certifies other coaches across the nation and recently certified 40 USPTA Tennis Pro Instructors.

Elite Sports and Recreation Management's certified USPTA Tennis Professional Genevieve King (Membership No. 10225) has been playing tennis since she was seven years old. She finished her high school year as the number one ranked tennis player in the State of Florida in the Girl's 18 and Under Division. She won the State Hard Courts tournament in 1980, was named "Player of the Year" by the Miami Herald, and was recruited to several NCAA Division 1 universities including Stanford, UCLA, University of Florida, University of Miami, Clemson, South Carolina, and The University of Texas. She attended The University of Texas at Austin on an athletic scholarship where she played as the number one ranked singles player, and the number two doubles player, with a 64-2 win-loss record her senior year. She graduated with honors in 1985, receiving a Communications degree while being named an All-American Academic and All-American Athlete.

After moving to Coral Gables, Florida to train as a tennis pro, she successfully competed in the U.S. Open from 1978-1981 and again in 1985. She has played on the Jr. Wightman Cup Team, was ranked 150th in the world by the Women's Tennis Association in 1979-1982 and won the National Buick Mixed Doubles Amateur Championship in 1989.

In 1988, she became a Certified USPTA Elite Pro and embraced her passion for coaching men's, women's and junior's tennis full time. She was employed at Avila Golf and Tennis Club in Tampa, Florida from 1988-1990; served as the St. Mary's Episcopal School Tennis Team Coach from 1990-1995; coached at the Palma Ceia Golf and Country Club from 1995-1998; and most recently, she dedicated herself to building up the Tampa Parks and Recreation Department's tennis program where she has been Director of Tennis at Cal Dickson Tennis Center for the last 19 years. In all, Genevieve has been teaching tennis for more than 30 years with an earned Professional 1 Designation as a member of the United States Professional Tennis Association (USPTA).

Elite Sports and Recreation Management proposes to engage Lake Park residents with a level of spirited camaraderie and sense of community that sets its program apart from others by offering fun, competitive league play; private, semi-private and group lessons; clinics; round robin events; annual tournaments; social events at area eateries as COVID guidelines allow; and more for players of all skill levels. The public will always retain easy access to the courts.

A sizeable part of our presence in Lake Park will be outreach programs, including: scholarships for students at district schools; dedicated family days; free after school tennis lessons for primary/middle school students and high school students; Free Friday play for youth 16 and under; league play and events discounts for Lake Park residents; no cost play for qualified underprivileged families; and complimentary passes for all Lake Park first responders and wheelchair players.

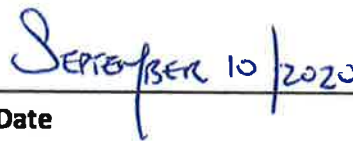
As the proposed Operator, Eric AH-Yuen will be on site every day personally managing all operations, programs, maintenance of the center, courts, grounds and facilities, and overall administration of the LPTC. Locating Eric AH-Yuen on the premises every day ensures a smooth-running operation, seamless communication with the Town, well-groomed maintenance, responsive problem solving, superior guest services, and a positive customer first attitude that provides security and comfort that cannot be matched.

Furthermore, Elite Sports and Recreation Management understands that if successful in our bid, the terms of the contract require appropriate insurance requirements as detailed in the RFP Packet 108-2020 on pages 3-4, under the section marked INSURANCE including subsections a and b. Eric AH-Yuen as President hereby certifies that Elite Sports is fully capable and primed to obtain and maintain all insurance requirements and secure a Town Business Tax Receipt at the earliest possible date following execution of the contract.

Eric AH-Yuen is the main contact for this proposal and will be personally available and readily accessible to the Town of Lake Park staff throughout the terms of any agreement. See contact information below.



Eric AH-Yuen, President
Elite Sports and Recreation Management
602-317-5339



Date

4. Operator's Qualifications and Experience

a) History

Eric AH-Yuen is a resident of Palm Beach County and lives in Tequesta, Florida. He is very familiar with the area and the recreational opportunities and needs of the county's diverse demographic profile. He has 30 years of experience operating recreational facilities, developing leisure programs for the community, and growing successful fitness and wellness centers.

Eric AH-Yuen grew up on the island of Mauritius with very little resources and instruction. But through his unmatched commitment to excellence, personal dedication and perseverance he became a gold medalist and World Champion in Tae Kwon Do. He will bring the same joyful energy and infectious enthusiasm to the Town of Lake Park. He has a passion to provide the kind of community offerings and leadership he lacked growing up. Over the years, Eric AH-Yuen has worked with hundreds of underprivileged families and inner-city kids. He believes strongly in his way of giving back to the community by building a social and positive environment as well as promoting an active and healthier lifestyle for the residents of Lake Park.

From age 16, Eric AH-Yuen worked part-time for the Leisure and Recreation Department in Ottawa, Canada building community leisure programs for underprivileged kids and implementing Sports Camps for serious junior athletes. After graduating from the University of Ottawa, he was offered the full-time position of Recreation & Park Manager for the City of Ottawa. Through hard work, he went from building community programs and instructing local kids to coaching the most accomplished professional athletes around the world, including:

- Kyle Yates – 4-time US Open Champion/#1 Pickleball Player in the World
- John Huh – PGA Tour Player/Rookie of the Year
- Donnie Ruiz – Professional Football Player
- Sayed Najem – Taekwondo Olympic Silver Medalist



Kyle Yates and Eric AH-Yuen



7 John Huh and Eric AH-Yuen



Donnie Rulz



Sayed Najem

Eric AH-Yuen grew up using city programs and facilities like the Boys and Girls Club to develop his athletic career. At the age of 20, he graduated from the University of Ottawa with honors in Communications and a double minor in Leisure Studies and Sports Psychology. He brings a powerful combination of education, accomplished interpersonal and group communication, professional competition, recreational organization, and business acumen that place him head and shoulders

above other managers. After graduation, he continued his studies in Athletic training and Human Performance, earning many accredited national certifications. His current list of certifications includes USPTA RacquetFit, C.H.E.K as a Performance Coach Specialist, F.M.S as a Pro functional movement Coach, TPI-CGFI as a professional athletic trainer, IPTPA Level 2 as a National Master Instructor, and CRS as a certified rating specialist.

After two years in the work force as a government employee, he followed his dream of starting his own Fitness Health and Wellness Centre. The Winning Circle Martial Arts Fitness and Wellness Centre was opened in Ontario and still runs today after 26 years in business. He understands the importance of giving back to the community, developing programs for the younger generation and helping people of all ages through fitness, leisure and active lifestyle. He appreciates the values he developed as a young man and teaching them to others is one of his greatest joys.

As stated in the summary, Eric AH-Yuen started Pickleball Athletics Club (PAC) from the ground up in Palm Beach Gardens three years ago. It is one of the most successful Pickleball programs in the country and enjoys regular notoriety in the local and national media, thanks in large part to Eric AH-Yuen's nationally recognized status as an elite trainer and coach.

Eric AH-Yuen's teaching methodology and system is considered a worldwide leader in coaching and training athletes. Lake Park, therefore, would obtain a world-class athlete, operator and coach who has run exceptional programming in some of the top facilities worldwide and is a proven catalyst for recreational growth in communities throughout South Florida.

To date, the Town of Lake Park has not awarded any contracts to Eric AH-Yuen or Pickleball Athletics Club. But upon a successful bid, Elite Sports and Recreation Management will make Lake Park its flagship location operating 7 days a week out of the LPTC.

Experts at Community Engagement ▼



Eric AH-Yuen Teaching Proper Stroke Mechanics ▼



Eric AH-Yuen Conducting Group Lessons ▼



Genevieve King Wins National Mixed Doubles Tennis Championship, March 1989 ▼

Greive-King, Cantrell capture national title

By JOEY JOHNSTON
Tribune Sports Writer

TAMPA — Bill Cantrell and Genevieve Greive-King of Tampa both agreed they were highly motivated to win the Buick Amateur Mixed Doubles tennis championship earlier this month in Dallas.

Their source of inspiration? John McEnroe, of all people.

Cantrell and King emerged from a field of 1,800 doubles teams. They advanced through local competition, then an Eastern Regional at the Saddlebrook Resort. The final was held at the Reunion Arena in conjunction with the WCT Finals.

Before Cantrell and King went on, though, there was a semifinal match between McEnroe and Ivan Lendl, which McEnroe won in stylish fashion. Beginning their match at nearly midnight local time, Cantrell and King then defeated Louis McKee and Jane McCutcheon of Wausau, Minn., 6-2, 7-5.

"I think that McEnroe much fired us up," said King, 25, a former University of Texas All-American who is now an assistant tennis professional at Avita. "It got so good with the crowd roaring so much, it was like a boxing match. I was nervous when we went on, but it was more excited nervous than scared nervous."

"I'm a McEnroe fan, so I was feeling

Tennis

great when our match started," said Cantrell, 30, vice president of regulatory affairs for TECO. "I think we were so ready for the match anyway. Normally it might have been difficult to get ready, with the late hour and all. But after seeing McEnroe win, combined with the excitement we already had, it wasn't difficult at all."

Cantrell and King, both former tennis standouts at Plant High School, competed in a similar national event five years ago, but lost in the semifinals. They have played together off and on since then. This year, they decided to try again for the championship.

"I felt fairly confident about our chances at first," Cantrell said. "Gen and I have always played well together. It was a lot of fun. We got to stay in Dallas the whole week and see a lot of good matches. Then we won. That was the biggest highlight. It all came together at the right time."

Not that there wasn't a close call. "When we were going through the regional at Saddlebrook, I think it came on us that. 'Hey, we're close to getting this trip to Dallas,'" King said. "We played the semifinal the next day and it was a 35-minute struggle. It was bad, ugly tennis. Then we get to the final and we're im-



Special photograph by RUSO ADAMS
Genevieve Greive-King and Bill Cantrell hold the trophy after winning a national mixed doubles tournament in Dallas.

mediately down 1-love, love-40 on Bill's serve. I looked at him and said, 'I can't go through another match like this. Let's go.' So we won nine straight points and 12

straight games. We got in the zone." And that zone carried them all the way to Dallas, which was the setting for a memorable week. For them and John McEnroe.

b) References

Below are three (3) references within the past five (5) years whereby Eric AH-Yuen has provided similar services.

i.

Company Name:	The Village of North Palm Beach
Reference Contact Name:	Stephen Poh Recreation Supervisor
Overall Value of the Contract	\$4,800
Term of the Contract	1 Year
Phone Number:	561-841-3386
Address:	603 Anchorage Drive North Palm Beach, Fl. 33408

ii.

Company Name:	Jupiter Community High School
Reference Contact Name:	Suzanne Smith Assistant Principal
Overall Value of the Contract	\$5,200
Term of the Contract	1 Year
Phone Number:	561-744-7930
Address:	500 N. Military Trail Jupiter, Fl. 33458

iii.

Company Name:	Palm Beach Gardens Community Centre
Reference Contact Name:	Dan Prieto Leisure Services Administrator
Overall Value of the Contract	\$5,000
Term of the Contract	2 Years
Phone Number:	561-630-1117
Address:	4404 Burns Road Palm Beach Gardens, Fl 33410

(See Letters of Reference following.)

11/6/19



Dear Mayor, Commissioners, and City Manager of Lake Park,

Hello, my name is Brian McMahon and I am a Lake Park resident with my wife, my 4 children and both my parents. We have been living in the area for the past 6 years.

I am also the Head Coach of the Palm Beach Atlantic University Soccer Team in the NCAAII.

Both my wife and I play pickleball frequently and have been members of Pickleball Athletics Club since last year. When we found out that PAC could find itself a possible permanent location close to our home, we were ecstatic.

We have seen first-hand of PAC's dedication and commitment to the community and its members. They have the ability to connect people of all backgrounds in a fun, professional and organized setting. The Club will boost the community by bringing their 300+ members 5 times or more a week to the Lake Park Tennis Centre. Their professionalism, support, and dedication in running an organization is outstanding and will be beneficial to our Town.

Being a father of 4 young children, we are also excited about PAC's Junior Program. We feel it would be a great addition to Lake Park's recreational family program. It would be a positive and safe environment where parents and children can be active and enjoy this beautiful game.

We strongly recommend PAC and we know it would be great addition and a perfect fit to the town of Lake Park.

Thank You for your consideration,

Regards,

Brian McMahon

Brian_mcmahon@pba.edu

561-291-5055



To whom it may concern:

It is my pleasure to recommend Eric AH-Yuen and PickleBall Athletics Club to you. I am the Recreation Supervisor at the Village of North Palm Beach and we have been excited to have an organization with such professionalism and dedication as part of our recreational community in North Palm Beach.

The Pickleball Athletics club would be a great organization to start a pickleball program in any community. Eric and his team have been here for 2 months and have received many compliments from our residents.

PAC organizes games and puts people together to play on a weekly basis. PAC have become a family to many of our North Palm Beach residents as they frequent this professional organized program 2-3 times a week in a fun, safe and social environment.

We recommend Pickleball Athletics Club and we feel they would be a tremendous asset to any recreational programs in the community.

Stephen Poh

Recreation Supervisor | Village of North Palm Beach

Phone: (561) 904-2128

603 Anchorage Drive • North Palm Beach • 33408



www.village-npb.org



*Dr. Colleen Lannutti
Principal*

*Jupiter Community High School
500 N. Military Trail
Jupiter, FL 33458
Phone: 561-744-7900
Fax: 561-744-7978*

Dear Mayor, Commissioners and City Manager of Lake Park,

My name is Suzanne Smith and I am the Assistant Principal at Jupiter Community High School-Adult and Community Education.

I would like to take this opportunity to offer a formal recommendation for PickleBall Athletics Club led by Mr. Eric AH-Yuen.

It has been such a pleasure dealing with Eric and his team at the Pickleball Athletics Club. Their professionalism and enthusiasm has been nothing but top notch and I can't think of a better candidate to run the pickleball program in Lake Park.

Eric has the expertise, experience, character and true public partnership dedication to the club and programs.

I believe that having Eric would be a great asset to your community where he can continue to fulfill his vision of expanding the game of pickleball and at the same time promoting the City of Lake Park as the major location and destination for Pickleball in Florida.

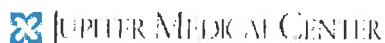
His expertise as a nationally recognized Pickleball player, a well-respected coach, a leader, and instructor should be revered. Eric has created a family community club and build a culture that well over 300 people in the community are participating in every week.

I will assure you with Eric's guidance, he will put Lake Park on the map as having the best full time Pickleball program and facility in all of Florida. It will be a benefit to all the Lake Park residents young and old to have someone of his caliber run the Pickleball program and Tennis Centre.

Regards,

Suzanne Smith
Assistant Principal
Jupiter High School

561-744-7930



Partnered with



c) Resumes

Please find below a detailed resume of Eric AH-Yuen's personal experience in the operation of recreational facilities and development of leisure programs for the community. Genevieve King's professional tennis resume follows.

ERIC AH-YUEN

1987-1991 (part-time)
CITY OF OTTAWA PARK & RECREATION DEPARTMENT
110 Laurier Avenue West
Ottawa, Ontario

Leisure programs & Athletics Supervisor

- Helped organize and schedule a variety of leisure activities at multiple Community Centers across the City of Ottawa (population 980,000).
- Arranged athletics junior programs as well as maintaining and upkeep of facilities, equipment's and supplies.
- Organized the logistics of registrations, transportation for hundreds of children across the city for summer and March Break Camps
- Implemented a highly competitive Athletic Junior League Program (Future Stars) in multiple sports such as tennis, hockey, soccer and volleyball.
- Coached several junior teams and athletes in the league who have gone on to full scholarships and became National Champion in their respective sport.

1991-1993 (full-time)
CITY OF OTTAWA PARK & RECREATION DEPARTMENT
110 Laurier Avenue West
Ottawa, Ontario

Recreational Programs and Park Manager

- Supervised, oversee and monitored recreational programs and special events across the city
- Managed multiple facilities and staff while implementing operation policies and procedures at every location
- Recruited, trained and supervised volunteers
- Promoted all community programs through an active community relations campaign
- Assessed the community recreation requirements and plans those needs while always maintaining constant community engagement

1994-2009
PRESIDENT OF WINNING CIRCLE FITNESS & WELLNESS CENTRE
MASTER INSTRUCTOR TAE KWON DO
WORLD CHAMPION ATHLETE
PRO ATHLETIC TRAINER
1565 Maple Grove Rd.
Kanata, Ontario

Owner and Operator of a premiere Martial Arts, Fitness, Performance & Wellness Centre for over 20 years accommodating the general public and serious athletes of all ages. A facility where the emphasis is enhancing people's lives thorough education and promoting an active lifestyle. Professional and amateur athletes receive the most cutting-edge training and technology to enhance and maximize performance.

Responsible for overall branding, day-to-day operations, strategic partnerships, public relations, marketing, staff management, budgeting, payroll and all operational responsibilities.

2009-PRESENT

PRESIDENT IGOLFSTRONG INC.

EXERCISE PHYSIOLOGIST

119 Country Club Dr.

Tequesta, Florida

- Travelled on the PGA TOUR as a high-performance consultant working with the best golfers in the world
- Operated the IGOLFSTRONG private facility in Jupiter during my off weeks and off season
- Recognized and evaluated injuries
- Developed and implemented Strength & Conditioning Programs, and rehabilitation programs for the injured athlete.
- Planned and assisted in the athlete's daily training regimen to prevent injury and illness
- Communicated effectively with Orthopedic Doctors, Mental & Swing Coaches, player's agents and staff personnel on the PGA Tour.

2017-PRESENT

PRESIDENT & DIRECTOR PICKLEBALL ATHLETICS CLUB

CERTIFIED IPTPA TEACHING PROFESSIONAL

CERTIFIED IPTPA RATING SPECIALIST

USAPA AMBASSADOR (SOUTH FLORIDA)

PRO PLAYER

500 Military Trail,

Jupiter, Florida

- Responsible for the management, directing and overseeing the club operations and management at all locations.
- Responsible for the teaching staff, programming, marketing, Round-robin, open play, tournaments and exhibitions.
- Established and implemented the program curriculum for player ratings and development of players.
- Teach private, group instruction lessons and specialty clinics
- Organized and hosted the Florida Open Pickleball Championships



Genevieve Greiwe King

Professional Teaching Experience


Teaching Professional - Tequesta/Jupiter, FL - January 2019 - Present

- Teach private and group tennis and pickleball lessons to players of all skill levels

Head Tennis Director - Cal Dickson Tennis Facility City of Tampa Parks and Recreation, FL - 1997 - 2017

- USPTA ELITE PROFESSIONAL for 30 years
- Oversaw 100 PLUS children and 65 adults yearly
- Taught beginners to 4.5 level players
- Managed leagues for adults and children
- Participated and organized Team Tennis Junior League from inception (2005)
- Implemented Quick Start Junior Program for Under 10 Tennis (2011)
- Oversaw assistant pros and managed payroll
- Maintained and managed 8 hard courts and complete premises including office, locker rooms, lights and grounds



 18660 SW River Ridge Rd
Tequesta, FL 33462

 813.368.4739

 gking23@verizon.net

Club Tennis Pro - Palma Ceia Country Club, Tampa, FL - 1994 - 1997

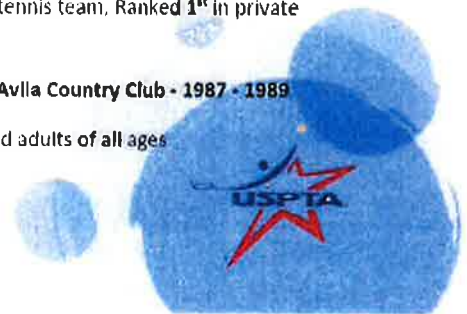
- Organized and instructed private and group lessons
- Implemented Ladies clinics and Junior Program

Head Tennis Professional - St. Mary's Episcopal School - 1989 - 1994

- Taught 50 men and women parishioners and parents
- Taught Youth Program (5-15 year olds)
- Coached the middle school tennis team. Ranked 1st in private school district

Tennis Assistant Professional - Avila Country Club - 1987 - 1989

- Taught tennis to children and adults of all ages





Education

University of Texas, Austin - 1981-1985

- Major: Organizational Communication with added concentration in basic computer language
- Overall GPA: 3.5/4.0; Dean's List 1983-1985

Tennis Playing Experience & Achievements

- USPTA Certified Tennis Professional – ELITE PRO 30 years
- Certified IPTPA Level 1 Instructor - June 12, 2019
- Member of the USA LEAGUE TENNIS 4.5 NATIONAL TEAM, 2004
- Buick National Amateur Mixed Doubles Champion, 1989
- Academic & All-American Doubles Team, University of Texas, 1985
- U.S. Open Tennis Championships, 1978-1981
- Member of the All-American Scholastic Team
- Ranked 158 in the World on the WTA, 1981
- Named Player of the Year by the Miami Herald, 1981
- Member of the Junior Wightman Cup Team, 1980
- Held top 20 National ranking since age 15
- Ranked #1 in Florida in the 18's Division at age 16
- Recipient of Rex Baker Jr. Centennial Endowed Scholarship Award
- Member of the Golden Key Honor Society

Charity Work

- Member of Juvenile Diabetes Foundation, Chaired the JDRF 2012 GALA and raised over \$350,000
- Researcher for Teledyne Co. in promotion of diabetic watches
- Member of Chi Omega Sorority

References

Andes Molina

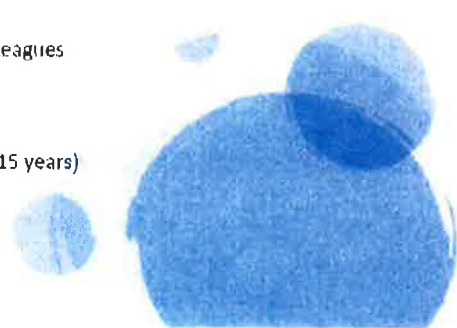
Head Tennis Director - Palm Ceai Golf & Country Club
813-251-3673

Dave Freiman

President - Team Tennis Junior Leagues
813-368-6005

Lauren and Chris Schellman

Long Term Private Clients (over 15 years)
813-924-9322



d) USPTA Membership and Affiliated Certifications

Eric AH-Yuen, Genevieve King and Elite Sports and Recreation Management are certified members in good standing with the USPTA. Copies of USPTA certifications follow.

United States
Professional Tennis Association

Hereby certifies that

Elite Sports and Recreation Management

Pickleball Athletics Club

has fulfilled all requirements, and met the standards for
the USPTA non-teaching category of

Corporate Member

John R. Embree
Chief Executive Officer



Membership No. 81427
Valid through Aug. 19, 2021

SPAN 41108 0809 1011

United States Professional Tennis Association

Hereby certifies that

Eric Ah-Yuen

Has successfully completed all RacquetFit requirements
necessary for the rating of



Affiliate

RACQUETFIT

John R. Embree
Chief Executive Officer

Membership No. 75542
Valid through August 11, 2021



RACQUETFIT™

In recognition of the successful completion of the Body-Serve Connection requisite course of study and on the nomination by our Advisory Board, Racquet Fit proudly confers upon

ERIC AH-YUEN

June 23, 2018

the distinction of

RacquetFit Certified

given on

Greg Moore, President

Greg Moore, President

**United States
Professional Tennis Association**

Hereby certifies that

Genevieve Greiwe-King

has successfully completed all requirements, including an extensive examination of teaching, playing and business skills, necessary for the rating of

Elite Professional

John R. Embree
Chief Executive Officer



Membership No. 10225
Valid through Dec. 31, 2020

USA - 0820 - 1025 - 001



**United States
Professional Tennis Association**

Hereby awards this certificate to

Genevieve G King

for

**30 Years of Service
2019**

Tom M. McShane
President USPTA



John R. Embree
CEO

e) Palm Beach County Business Tax Receipt



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving YOU.

P O Box 3353 West Palm Beach, FL 33402-3353
 www.pbctax.com Tel (561) 355-2264

****LOCATED AT****
 119 COUNTRY CLUB RD
 TEQUESTA, FL 33469

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
93-1623 SPORTS - ACTIVITIES INSTRUCTOR	GOLFSTRONG INC		1025 502484 09/13/20	\$33.00	B40184869

This document is valid only when received by the Tax Collector's Office

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2020122571
EXPIRES: SEPTEMBER 30, 2021

PICKLEBALL ATHLETICS CLUB
 IGOLFSTRONG INC
 COUNTRY CLUB DR
 TEQUESTA FL 33469

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

As stated in the Executive Summary, Pickleball Athletics Club dba Elite Sports and Recreation Management understands the need to obtain a Business Tax Receipt from the Town if their bid is successful, and hereby certifies that they are able and ready to secure the required license at the earliest possible date if awarded the contract.

5. Ability and Capability to Perform Required Services

a) Proposed Lake Park Tennis Center Schedule

The public will have access to the LPTC every day during operational hours from 8 a.m. - 10 p.m. excluding Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day. All players can make court reservations in advance a number of ways, choosing whichever method works best for them personally. Players can reserve courts through our easy online reservation portal system and phone app. This application is tied to our website where players have their own account and can sign up for lessons, receive instant notifications about LPTC programs, view their player profiles and handle payments. Players will also have the option of in-person service in the tennis shop or can simply call the club number. The public will always have access to the courts even without making reservations.

Tennis Schedule

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8:00 AM	Cardio Tennis	Adult Division Team Clinic	Hitting Frenzy	Adult Division Team Clinic	Group Tennis	Family Tennis	Family Tennis
8:30 AM							
9:00 AM	Passport League Play	ADULTS (Beginner)	Passport League Play	ADULTS (Intermediate)	Passport League Play	Competitive Juniors	Hitting Frenzy
9:30 AM							
10:00 AM						Adults Mixed Clinics	Cardio Tennis
10:30 AM							
11:00 AM							
11:30 AM							
3:30 PM	Free Children Clinic (8 & Under)	Free Children Clinic (10 & Under)	Free Children Clinic (11-12 yrs old)	Free Children Clinic (13-14 yrs old)	Free Children Clinic (15-16 yrs old)		
4:00 PM							
4:30 PM	Red Balls (8 under)	Competitive Juniors	Orange Balls (10 under)	Competitive Juniors	Green Balls (11-15)		
5:00 PM							
5:30 PM	ADULTS Instruction (beginner)	Passport League Play	ADULTS Instruction (Intermediate)	Passport League Play	Cardio Tennis		
6:00 PM							
6:30 PM	Men's Round Robin		Women's Round Robin				
7:00 PM							
7:30 PM							

Start Time Time Blocks
 8:00 AM 30m

b) Fee Schedule for Proposed Services**Lake Park Tennis Center Fees**

Rates are designed to maximize cost effectiveness and affordability for the public

Elite Sports and Recreation Management will offer affordable Passport/League play fees that allow players of all ages and abilities to come together and participate in LPTC's organized Open Play sessions, Round Robin events, Mixed Singles/Doubles challenges, Adult Friendly competitions, and Weekly Social get-togethers. This approach has proven to be a great way to get new and former players into the game and build positive, rewarding community bonds.

From young adults to super seniors, the Passport/League will be a fun time for family, friends and teammates to engage each other in playful competition and exciting social opportunities. A UPSTA Certified Tennis Pro and/or staff member will be present at all times to organize the structure of all Passport/League play, schedule the courts, adjust the level of players, and oversee activities.

TENNIS PASSPORT/LEAGUE & EVENT PLAY**Town of Lake Park Residents**

- Adult single \$39/term
- Family \$65/term
- Junior \$15/term

Non-Residents

- Adult single \$59/term
- Family \$95/term
- Junior \$25/term

TENNIS LESSONS

- Private Lesson \$75/hour
- Semi-Private Lesson \$45/hour
- Strategy Group Lesson \$25/hour

c) Process in Engaging Community to Participate

Elite Sports and Recreation Management has in the past and will continue in the future to use its considerable media and sports contacts to promote the LPTC so that it appears in media outlets and is promoted as widely as possible. For example, as recently as September 2020 President Eric AH-Yuen and his Pickleball Athletic Club were featured in *Palm Beach Illustrated* luxury lifestyle magazine, reaching thousands of potential new players. We propose to leverage the same network of media contacts on behalf of LPTC programs.

Even more importantly for the Town of Lake Park is how we will engage the tennis community at the grassroots level and how we plan to employ hyperlocal marketing opportunities. As outlined in the executive summary, a big part of our success metrics includes community outreach programs that drive excitement for our presence in the Town. We will engage the community through our website, social media platforms, fundraisers, free tennis clinics, public school outreach programs, word of mouth, free family days, email blasts and monthly newsletters, as well as by partnering with local businesses, charities and non-profit organizations, and hosting open houses.



It's not only the fact that you can play it in the palm of your hand, but the fact that you can play it in the palm of your hand. It's not only the fact that you can play it in the palm of your hand, but the fact that you can play it in the palm of your hand. It's not only the fact that you can play it in the palm of your hand, but the fact that you can play it in the palm of your hand.

At the heart of Pickleball Athletic Club is a dedication to help people of all ages and abilities find a new way to stay active and healthy. It's not only the fact that you can play it in the palm of your hand, but the fact that you can play it in the palm of your hand. It's not only the fact that you can play it in the palm of your hand, but the fact that you can play it in the palm of your hand.



PHOTO COURTESY OF PICKLEBALL ATHLETIC CLUB



d) Equipment Provided

Elite Sports and Recreation Management will provide racquets, tennis balls, use of ball machines, ball containers, training aids, ball tubes and performance enhancement tools such as bands, cones, grip trainers and more.

All ball machines and training aids will be free to all students taking lessons or classes.

Elite Sports and Recreation Management will be supplying all maintenance equipment to run LPTC such as electric leaf blowers, court sweepers and brushes. Outdoor furniture such as court benches, tables and chairs, additional shade structures will also be purchased and provided for our clients. We will have a TV and video camera for stroke and game analysis to improve their body mechanics, court movements and game strategies.

e) Annual Fundraising Tournament Ideas

Member Guest Fundraiser

Players are encouraged to bring any players from other clubs, friends, family members and neighbors to the LPTC. A round robin format will be played with the eventual winners winning trophies and gift certificates from local businesses. All proceeds will go to the Special Events Department of the Town of Lake Park.

Play the Pro

All players entered will be paired up and get a chance to play with a Tennis Pro, collegiate player or an interesting guest or celebrity. A double elimination format will be used with the last team standing becoming the eventual champion. An option of food purchase such as hotdogs, hamburgers and soft drinks can be available on site. All tournament and food proceeds will go towards the Special Events Department of the Town of Lake Park.

6. License Fees

In exchange for the rights to give private tennis lessons, group lessons, structured league play and host round robin tennis events at the Lake Park Tennis Center, Elite Sports and Recreation Management will provide the Town an annual license fee of **\$16,800** with an additional **\$26,500 for capital improvements**. The license fee is payable to the Town in equal monthly installments of \$1,400. Such installments will be paid to the Town on the first day of the month. After the first year, the fee shall increase by 3 percent for each renewal.

In addition, if our bid is successful, Elite Sports and Recreation Management proposes making an additional investment of capital improvements of \$26,500 to repaint all the courts and repair all the cracks as well as fixing the bird baths where water is being collected within the first 2 years. The first phase of the capital investment of \$10,000 will immediately be used to purchase multiple shade structures, seating, a practice wall court, windscreens, tables, chairs, outdoor furniture, electric court blowers. We will also remodel and upgrade the LPTC Pro Shop/Office. The second phase of \$16,500 will be used within 2 years for the maintenance and upgrade of the facility. To expedite capital improvements to the LPTC, benefit the community, and ensure Elite Sports and Recreation Management's ability to recoup investments in the Town's infrastructure, we propose a 10-year lease with a 10-year renewal option. Elite Sports Recreational Management is open to negotiate other alternative terms, length, duration and capital investments with the town upon a successful bid. We are committed to fund this agreement at the same rate proportional to any change in term.



**Town of Lake Park Tennis Center
Management and Maintenance Services**

Request for

Alternate Proposal

RFP No. 108-2020



Prepared By:

**Elite Sports & Recreational
management**

Eric AH-Yuen, President & Director PAC
119 Country Club Drive
Tequesta, FL 33469
602-317-5339

September 11, 2020

Alternate Proposal Future Logo

We have professionally created a new logo by our designers to identify Lake Park Tennis & Pickleball Club. Our chosen design was carefully crafted to proudly represent our community, our culture and Team Lake Park. We kept it as close to the town logo while maintaining our own identity. Whether we are travelling to competition or hosting tournaments, we are proud to represent our town of Lake Park and associate with local businesses in the area. The association of the palm trees of South Florida, the intercostal waterways and our landmark clock tower all signifies us in the town of Lake Park.



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3. Executive Summary

The Town of Lake Park desires to engage the services of an alternate secondary sport Pickleball to the operations and maintenance of the Lake Park Tennis Center (LPTC). In addition, Palm Beach County and the Town of Lake Park have a shared vision to be a nationally recognized leader in parks and recreation services and facilities.¹ As a nationally recognized professional with extensive first-hand experience delivering the core services and exhibiting the values needed from the LPTC Director, Eric AH-Yuen President of Elite Sports and management & Director of Pickleball Athletics Club (PAC) is the ideal teammate for Pickleball at Lake Park.

Eric AH-Yuen is a proven, highly skilled Facility Manager and Coach with decades of experience operating recreational facilities, creating community leisure programs, teaching everyone from children and weekend warriors to Olympians and professional athletes, and starting and growing successful fitness and wellness centers. His first business endeavor was launched 26 years ago when he opened his own facility, The Winning Circle Martial Arts Fitness and Wellness Center in Ontario, Canada, which is still thriving today.² He is capable of developing facilities that accommodate the county and town's desire for the latest in leisure trends, while delivering health and wellness opportunities and youth enrichment and sports/athletic programs that are exciting, rewarding and challenging.

Among the latest and most well-established leisure trends is pickleball. Pickleball is one of the fastest growing sports in the nation and is enjoyed by players of all ages and skill levels especially seniors and retirees.³ It is governed by the USA Pickleball Association (USAPA).⁴ It is inexpensive and requires minimal gear. And because most pickleball is played on retrofitted tennis courts, it is quick and easy for parks and rec departments to offer to communities. Eric AH-Yuen founded Pickleball Athletics Club in Palm Beach Gardens in October 2017. He built it from the ground up until it now boasts locations in two other municipalities: Jupiter and North Palm Beach. His integrity, leadership ability and commitment to excellence are so inspiring that some PAC members come from as far away as Fort Lauderdale, Port St. Lucie, Pompano, Deerfield Beach, Stuart and Delray Beach to play. However, Pickleball Athletics Club is proud that 80 percent of its members are locals from West Palm Beach, Lake Park, Jupiter, Palm Beach, Jupiter Island, Palm Beach Gardens, Tequesta, Singer Island and Lake Worth.

PAC is now one of the most successful pickleball programs in the country, having grown from 0 to 339 members in only 18 months. PAC has been featured numerous times in the Palm Beach Post⁵, the recent September 2020 issue of Palm Beach Illustrated luxury lifestyle magazine and

¹ <http://discover.pbcgov.org/parks/General/About-Us.aspx>

² <http://winningcircle.com/>

³ <https://www.nbcnews.com/better/lifestyle/pickleball-fastest-growing-sport-you-ve-never-heard-ncna992106>

⁴ <https://www.usapa.org>

⁵ <https://www.palmbeachpost.com/lifestyles/why-everybody-palm-beach-gardens-going-crazy-for-this-sport/IAA751ksHrTjvxshr8swuM/>

on ESPN⁶ and NBC's South Florida TV channels as the Top Pickleball Club in South Florida. PAC was also featured as the host of the first Florida Open Championship. We want Lake Park to become the hub of our ongoing success.

Regarding Eric AH-Yuen's teaching and coaching abilities, they are superlative. He has personally coached and trained more than 1,000 athletes in his career, including amateur, collegiate and professional athletes from the NFL, CFL, NHL, PGA Tour, National Premier League Soccer, USAPA, Olympics and more. His athletes include Hall of Famers, World Champions, Gold Medalists, Rookies of the Year, National Team Players, Stanley Cup Finalists and other successful students (See Resume).

Eric AH-Yuen currently trains Kyle Yates, the #1 ranked pickleball player in the world, and others. If PAC's bid is successful, Kyle Yates and other athletes will come to Lake Park frequently for their training regimen at the PAC Academy. Eric AH-Yuen is one of only 2 Master Certified Pickleball Instructors in South Florida and 1 of 3 Certified Rating Specialists. He certifies other pickleball teachers across the nation and recently certified 40 USPTA Tennis Instructors. He is the current USA Pickleball Association Head Ambassador for West Palm Beach and all of Palm Beach County, and well positioned and able to significantly grow the sport in Lake Park.

The Tennis Program will be the main program at Lake Park and pickleball will be secondary. Our tennis Professional Genevieve King is fully certified as an Elite Professional Coach and Head Director. She recently won an award for having 30 years of outstanding service with the USPTA. She is a highly qualified Tennis Director and Pro who has run many tennis centers and has worked with all levels of players from top-ranked professionals, ladies and men's interclub teams, USTA teams and juniors. Most recently she dedicated herself to building up the Tampa Parks and Recreation Department tennis program where she has been the Head Director at Cal Dickson Tennis Centre for the last 19 years. Her 30+ years of teaching and managing director experience coupled with 15 years as a professional tennis player on Tour makes her a natural fit as our LPTC tennis pro and director. As a professional player, she played in 5 U.S OPEN with and against the best tennis players in the world.

There have been a surge of tennis clubs and communities across the nation incorporating pickleball into their facilities. Both sports co-exist in perfect harmony as it is a perfect fit for the growth of the community as it provides a multigenerational activity for the whole family. It is quite often to see parents, children and grandparents all playing together on the same court. It is now common practice for all new tennis facilities, city parks and private recreation communities to include multi-purpose courts to their facilities to provide both programs and maximize court usage. The older generation of tennis players who can no longer play tennis due to the larger court, heavier racquet, past injuries and lack of mobility all eventually migrate

⁶ <https://youtu.be/og25-SCKvmw>

to pickleball to keep them healthy and active longer. Seventy percent of pickleball players are above the age of 60 hence, the growth of 3.8 million players in the past 2 years according to USAPA our national governing body. The United States Tennis Association (USPA) is currently building a pickleball facility at their National Tennis Headquarters in Orlando. PTR the largest professional tennis registry for Tennis professionals has now started a professional pickleball registry PPR which boasts over 1000 pickleball instructors in 50 states and 11 countries. Due to its rise and popularity, Lake Park will now be able to offer both tennis and pickleball to its residents and community.

The courts will be reserved in an equitable fashion with Tennis always receiving priority at LPTC. There will be 2 out of the 4 Tennis courts always be available for Tennis at all times. Elite Sports Management will also be donating 4 pickleball courts to the 2 additional public courts in Kelsey Park which will always remain free for the public to use at all times.

Due to its strong base and friendly members, PAC can immediately engage the Lake Park community with its spirited camaraderie and offer passport league play; private, semi-private and group lessons; day passes; clinics; open play; round robin events; tournaments, and more for members and non-members. The public will always retain easy access to the courts. A sizeable part of our presence in Lake Park will be our outreach programs, including: PAC scholarships for students at district schools; free family days; after school programs for primary/middle school students and high school students; free youth clinics, discounts for Lake Park residents; free family memberships to qualified underprivileged families; discounted memberships for all Lake Park first responders and wheelchair players.

PAC is also proud to make a promise that differentiates our proposal from others. Eric AH-Yuen will be on site every day personally managing all operations, programs, maintenance and administration of the LPTC. Locating Eric AH-Yuen on the premises every day ensures a smooth-running operation, seamless communication with the Town, well-groomed maintenance, responsive problem solving, superior guest services, and a positive customer first attitude that provides security and comfort that cannot be matched.

PAC proposes a 10-year term with a 10-year option to renew with \$35,000 of capital improvements in 2 phases to LPTC over the term of the lease. Phase 1 will be adapting four (4) LPTC tennis courts into multi-sport courts to be used for mainly tennis and secondary pickleball play. PAC will add pickleball lines to the existing infrastructure and introduce 8 rollaway pickleball nets that can be easily moved for tennis play and instruction. In addition, PAC will be also donating another 4 pickleball courts to Kelsey Park for the public to use at all times free of charge by adding multi-sports court lines. The Phase 1 work will be done immediately within the first 3 months totalling a cost of \$10,000. Within the first 3 years, PAC will spend an additional \$25,000 in capital improvements. The work will be converting, and resurfacing the 4 Tennis courts and installing 8 dedicated pickleball courts with permanent posts and nets on 1

pod. Tennis will continue to be the main priority over pickleball as 2 Tennis courts will always be available for play at all times. Some of the detail work to be done will be repainting of the courts, pressure clean and remove all mildew, dirt and oil, fill out the cracks and low spots that hold water on the court. Additional immediate work to be done within the first year will be to remodel and upgrade the office, add additional shade shelters for players, provide additional windscreens, supply outdoor benches and seating, purchase office furniture, tables, court sweepers, electric court blowers, chairs and television. (See details in License Fee section.)

Eric AH-Yuen is the main contact for this proposal and will be personally available and readily accessible to the Town of Lake Park staff throughout the terms of any agreement. See contact information below.



Eric AH-Yuen
President & Director Elite Sports
Management
602-317-5339



Date

4. Qualifications and Experience

a) History

Eric AH-Yuen is a resident of Palm Beach County and lives in Tequesta, Florida. He is very familiar with the area and the recreational opportunities and needs of the county's diverse demographic profile. He has 30 years of experience operating recreational facilities, developing leisure programs for the community, and launching and growing successful fitness and wellness centers.

Eric AH-Yuen grew up on the island of Mauritius with very little resources and instruction. But through his unmatched commitment to excellence, personal dedication and perseverance he

became a gold medalist and World Champion in Tae Kwon Do. He will bring the same joyful energy and infectious enthusiasm to the Town of Lake Park. He has a passion to provide the kind of community offerings and leadership he lacked growing up. Over the years, Eric AH-Yuen has worked with hundreds of underprivileged families and inner-city kids. He believes strongly in his way of giving back to the community through the enjoyment of Pickleball, building a social and positive environment as well as promoting an active and healthier lifestyle for the community of Lake Park and its residents.

From the age of 16, Eric AH-Yuen worked part-time for the Leisure and Recreation Department in Ottawa, Canada helping to build community leisure programs for underprivileged kids and implementing Sports Camps for serious junior athletes. After graduating from the University of Ottawa, he was offered the full-time position of Recreation & Park Manager for the City of Ottawa. Through his hard work and effort, he went from building community programs and instructing local kids to coaching some of the most accomplished professional athletes around the world, including:

- Kyle Yates – 4-time US Open Champion/#1 Pickleball Player in the World
- John Huh – PGA Tour Player/Rookie of the Year
- Donnie Ruiz – Professional Football Player
- Sayed Najem – Taekwondo Olympic Silver Medalist



Kyle Yates and Eric AH-Yuen



John Huh and Eric AH-Yuen



Donnie Ruiz



Sayed Najem

Eric AH-Yuen grew up using city programs and facilities like the Boys and Girls Club to develop his athletic career. At the age of 20, he graduated from the University of Ottawa with honors in Communications and a double minor in Leisure Studies and Sports Psychology. He brings a powerful combination of education, accomplished interpersonal and group communication, professional competition, recreational organization, and business acumen that place him head and shoulders

above other managers. After graduation, he continued his studies in Athletic training and Human Performance, earning many accredited national certifications. His current list of certifications includes C.H.E.K as a Performance Coach Specialist, F.M.S as a Pro functional movement Coach, TPI-CGFI as a professional athletic trainer, IPTPA Level 2 as a National Master Instructor, and CRS as a certified rating specialist.

After two years in the work force as a government employee, he followed his dream of starting his own Fitness Health and Wellness Centre. The Winning Circle Martial Arts Fitness and Wellness Centre was opened in Ontario and still runs today after 26 years in business. He understands the importance of giving back to the community, developing programs for the younger generation and helping people of all ages through fitness, leisure and active lifestyle. He appreciates the values he developed as a young man and teaching them to others is one of his greatest joys.

As stated in the summary, Eric AH-Yuen started Pickleball Athletics Club (PAC) from the ground up in Palm Beach Gardens two years ago. The club continues to expand and is currently operating in 2 other municipalities in Jupiter and North Palm Beach. It is one of the most successful Pickleball programs in the country and enjoys regular notoriety in the local and national media, thanks in large part to Eric AH-Yuen's nationally recognized status as an elite trainer and coach. (See PAC photos on the following page.)

Eric AH-Yuen's teaching methodology and system is considered a worldwide leader in coaching and training athletes. For this reason, he is one of only 2 Master Certified Pickleball Instructors in South Florida and 1 of 3 Certified Rating Specialists. As stated, he is currently certifying other pickleball teachers across the nation and recently certified 40 USPTA Tennis Instructors. He is the current USA Pickleball Association Head Ambassador for West Palm Beach and all of Palm Beach County. Lake Park, therefore, would obtain a world-class athlete, operator and coach who has run exceptional programming in some of the top facilities worldwide and is a proven catalyst for recreational growth in communities throughout South Florida.

To date, the Town of Lake Park has not awarded any contracts to Eric AH-Yuen and Pickleball Athletics Club.





Eric AH-Yuen, Pickleball Group Lessons



PAC Brings Tournaments to South Florida

b) References

Below are three (3) references within the past five (5) years whereby Pickleball Athletics Club provided similar services.

i.

Company Name:	The Village of North Palm Beach
Reference Contact Name:	Stephen Poh Recreation Supervisor
Overall Value of the Contract	\$4,800
Term of the Contract	1 Year
Phone Number:	561-841-3386
Address:	603 Anchorage Drive North Palm Beach, Fl. 33408

ii.

Company Name:	Jupiter Community High School
Reference Contact Name:	Suzanne Smith Assistant Principal
Overall Value of the Contract	\$5,200
Term of the Contract	1 Year
Phone Number:	561-744-7930
Address:	500 N. Military Trail Jupiter, Fl. 33458

iii.

Company Name:	Palm Beach Gardens Community Centre
Reference Contact Name:	Dan Prieto Leisure Services Administrator
Overall Value of the Contract	\$5,000
Term of the Contract	2 Years
Phone Number:	561-630-1117
Address:	4404 Burns Road Palm Beach Gardens, Fl 33410

(See Letters of Reference following.)

11/6/19



Dear Mayor, Commissioners, and City Manager of Lake Park,

Hello, my name is Brian McMahon and I am a Lake Park resident with my wife, my 4 children and both my parents. We have been living in the area for the past 6 years.

I am also the Head Coach of the Palm Beach Atlantic University Soccer Team in the NCAAII.

Both my wife and I play pickleball frequently and have been members of Pickleball Athletics Club since last year. When we found out that PAC could find itself a possible permanent location close to our home, we were ecstatic.

We have seen first-hand of PAC's dedication and commitment to the community and its members. They have the ability to connect people of all backgrounds in a fun, professional and organized setting. The Club will boost the community by bringing their 300+ members 5 times or more a week to the Lake Park Tennis Centre. Their professionalism, support, and dedication in running an organization is outstanding and will be beneficial to our Town.

Being a father of 4 young children, we are also excited about PAC's Junior Program. We feel it would be a great addition to Lake Park's recreational family program. It would be a positive and safe environment where parents and children can be active and enjoy this beautiful game.

We strongly recommend PAC and we know it would be great addition and a perfect fit to the town of Lake Park.

Thank You for your consideration,

Regards,

Brian McMahon

Brian_mcmahon@pba.edu

561-291-5055



To whom it may concern:

It is my pleasure to recommend Eric AH-Yuen and PickleBall Athletics Club to you. I am the Recreation Supervisor at the Village of North Palm Beach and we have been excited to have an organization with such professionalism and dedication as part of our recreational community in North Palm Beach.

The Pickleball Athletics club would be a great organization to start a pickleball program in any community. Eric and his team have been here for 2 months and have received many compliments from our residents.

PAC organizes games and puts people together to play on a weekly basis. PAC have become a family to many of our North Palm Beach residents as they frequent this professional organized program 2-3 times a week in a fun, safe and social environment.

We recommend Pickleball Athletics Club and we feel they would be a tremendous asset to any recreational programs in the community.

Stephen Poh

Recreation Supervisor | Village of North Palm Beach

Phone: (561) 904-2128

603 Anchorage Drive • North Palm Beach • 33408



www.village-npb.org



Dr. Colleen Inmitti
Principal

Jupiter Community High School
500 N. Military Trail
Jupiter, FL 33458
Phone: 561-744-7900
Fax: 561-744-7978

Dear Mayor, Commissioners and City Manager of Lake Park,

My name is Suzanne Smith and I am the Assistant Principal at Jupiter Community High School-Adult and Community Education.

I would like to take this opportunity to offer a formal recommendation for PickleBall Athletics Club led by Mr. Eric AH-Yuen.

It has been such a pleasure dealing with Eric and his team at the Pickleball Athletics Club. Their professionalism and enthusiasm has been nothing but top notch and I can't think of a better candidate to run the pickleball program in Lake Park.

Eric has the expertise, experience, character and true public partnership dedication to the club and programs.

I believe that having Eric would be a great asset to your community where he can continue to fulfill his vision of expanding the game of pickleball and at the same time promoting the City of Lake Park as the major location and destination for Pickleball in Florida.

His expertise as a nationally recognized Pickleball player, a well-respected coach, a leader, and instructor should be revered. Eric has created a family community club and build a culture that well over 300 people in the community are participating in every week.

I will assure you with Eric's guidance, he will put Lake Park on the map as having the best full time Pickleball program and facility in all of Florida. It will be a benefit to all the Lake Park residents young and old to have someone of his caliber run the Pickleball program and Tennis Centre.

Regards,

Suzanne Smith
Assistant Principal
Jupiter High School

561-744-7930



Partnered with



c) Resumes

Please find below a detailed resume of Eric AH-Yuen's personal experience in the operation of recreational facilities and development of leisure programs for the community.

ERIC AH-YUEN

1987-1991 (part-time)
CITY OF OTTAWA PARK & RECREATION DEPARTMENT
110 Laurier Avenue West
Ottawa, Ontario

Leisure programs & Athletics Supervisor

- Helped organize and schedule a variety of leisure activities at multiple Community Centers across the City of Ottawa (population 980,000).
- Arranged athletics junior programs as well as maintaining and upkeep of facilities, equipment's and supplies.
- Organized the logistics of registrations, transportation for hundreds of children across the city for summer and March Break Camps
- Implemented a highly competitive Athletic Junior League Program (Future Stars) in multiple sports such as tennis, hockey, soccer and volleyball.
- Coached several junior teams and athletes in the league who have gone on to full scholarships and became National Champion in their respective sport.

1991-1993 (full-time)
CITY OF OTTAWA PARK & RECREATION DEPARTMENT
110 Laurier Avenue West
Ottawa, Ontario

Recreational Programs and Park Manager

- Supervised, oversee and monitored recreational programs and special events across the city
- Managed multiple facilities and staff while implementing operation policies and procedures at every location
- Recruited, trained and supervised volunteers
- Promoted all community programs through an active community relations campaign
- Assessed the community recreation requirements and plans those needs while always maintaining constant community engagement

1994-2009
PRESIDENT OF WINNING CIRCLE FITNESS & WELLNESS CENTRE
MASTER INSTRUCTOR TAE KWON DO
WORLD CHAMPION ATHLETE
PRO ATHLETIC TRAINER
1565 Maple Grove Rd.
Kanata, Ontario

Owner and Operator of a premiere Martial Arts, Fitness, Performance & Wellness Centre for over 20 years accommodating the general public and serious athletes of all ages. A facility where the emphasis is enhancing people's lives thorough education and promoting an active lifestyle. Professional and amateur athletes receive the most cutting-edge training and technology to enhance and maximize performance.

Responsible for overall branding, day-to-day operations, strategic partnerships, public relations, marketing, staff management, budgeting, payroll and all operational responsibilities.

2009-PRESENT

PRESIDENT IGOLFSTRONG INC.

EXERCISE PHYSIOLOGIST

119 Country Club Dr.
Tequesta, Florida

- Travelled on the PGA TOUR as a high-performance consultant working with the best golfers in the world
- Operated the IGOLFSTRONG private facility in Jupiter during my off weeks and off season
- Recognized and evaluated injuries
- Developed and implemented Strength & Conditioning Programs, and rehabilitation programs for the injured athlete.
- Planned and assisted in the athlete's daily training regimen to prevent injury and illness
- Communicated effectively with Orthopedic Doctors, Mental & Swing Coaches, player's agents and staff personnel on the PGA Tour.

2017-PRESENT

PRESIDENT & DIRECTOR PICKLEBALL ATHLETICS CLUB

CERTIFIED IPTPA TEACHING PROFESSIONAL

CERTIFIED IPTPA RATING SPECIALIST

USAPA AMBASSADOR (SOUTH FLORIDA)

PRO PLAYER

500 Military Trail,
Jupiter, Florida

- Responsible for the management, directing and overseeing the club operations and management at all locations.
- Responsible for the teaching staff, programming, marketing, Round-robin, open play, tournaments and exhibitions.
- Established and implemented the program curriculum for player ratings and development of players.
- Teach private, group instruction lessons and specialty clinics
- Organized and hosted the Florida Open Pickleball Championships

d) USPTA Membership and US Sports Association Certifications

Eric Ah-Yuen is in good standing and certified member of the USPTA. Eric AH-Yuen is a professional member with membership number 75542 until August 11, 2021.

**United States
Professional Tennis Association**

Hereby certifies that

Eric Ah-Yuen

Has successfully completed all RacquetFit requirements
necessary for the rating of



Affiliate

RACQUETFIT

John R. Embree
Chief Executive Officer

**Membership No. 75542
Valid through August 11, 2021**

United States
Professional Tennis Association

Hereby certifies that

Elite Sports and Recreation Management

Pickleball Athletics Club

has fulfilled all requirements, and met the standards for
the USPTA non-teaching category of

Corporate Member

John R. Embree
Chief Executive Officer



Membership No. 81427
Valid through Aug. 19, 2021

MPW - KLOK - GRU - HLAJ

Pickleball Athletics Club is currently certified with the International Pickleball Teaching Professional Association (IPTPA), the world leader in developing teaching certifications and standards in the sport of Pickleball. Eric AH-Yuen and Pickleball Athletics Club also holds these current and valid certifications:

Highest Certification Level 2 Certified Elite Teaching Professional



Certified Rating Specialist



USAPA West Palm Beach Head Ambassador

USA PICKLEBALL
ASSOCIATION
Eric Ah-yuen "Ninja"
Ambassador
West Palm Beach FL
Phone: 602-317-5339
Alt. Phone: 561-480-0085
Email: Eric@igolfstrong.com
www.ERICAHYUEN.com



WWW.USAPA.ORG

e) Palm Beach County Business Tax Receipt



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving YOU.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 365-2264

"LOCATED AT"
119 COUNTRY CLUB RD
TEQUESTA, FL 33469

TYPE OF BUSINESS	OWNER	IDENTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	ISS. #
61.1621 SPORTS, ACTIVITIES INSTRUCTOR	2021 PICKLEBALL		VTD 902484 08-11-20	133.00	043716997

This document is valid only when receipted by the Tax Collector's Office

PICKLEBALL ATHLETICS CLUB
 1 GOLFSTRONG INC
 COUNTRY CLUB DR
 TEQUESTA, FL 33469

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2020122571
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

5. Ability and Capability to Perform Required Services

a) PICKLEBALL Schedule at Lake Park Tennis Center:

All players can make court reservations in advance. The public will always have free access to 4 pickleball courts at Kelsey Park donated by PAC without making reservations.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
PASSPORT LEAGUE PLAY 9AM - 11AM		PASSPORT LEAGUE PLAY 9AM - 11AM		PASSPORT LEAGUE PLAY 9AM - 11AM	FAMILY PICKLEBALL 8AM - 9AM	FAMILY PICKLEBALL 8AM - 9AM
	PASSPORT LEAGUE PLAY 5:30PM - 7:30PM		PASSPORT LEAGUE PLAY 5:30PM - 7:30PM			

b) Fee Schedule for the Pickleball secondary program**Pickleball Rates**

Rates designed to maximize cost effectiveness and affordability for the public.

	RESIDENTS	NON-RESIDENTS
Guest Drop-In Court Usage (Adults)	\$5	\$10
Junior Kids (ages 5-12, must be accompanied by an adult)	\$15	\$25
Teens (ages 13-17)	\$15	\$25
Adult Passport League & Event Play	\$39	\$59
Group Private Lessons	\$25	\$35
Individual Private Lessons	\$65	\$75

The Passport/League play fee will allow players of all ages and abilities an exciting option to come and participate in all of our organized Open Plays, Round robins, mixed challenges, adult fun competitions and weekly socials. It will be a great way to get new and former players into the game. From young adults through super seniors the passport league will be a fun time for family, friends, team mates with competition and social. A certified Pro and/or staff will be present at all times to organize the structure of all the passport/league play, schedule the courts, adjust the level of players and oversee the activities.

All fees have been designed to be cost effective and affordable with a significantly reduced rate for all Lake Park residents. Drivers' license will be used as a valid proof of identification and residency.

c) Process in Engaging Community to Participate

PAC has in the past and will continue in the future to use its considerable media and sports contacts to promote the Club so that it appears in media outlets and is promoted as widely as possible. Due to the uniqueness of our program, the growth of Pickleball, the superior qualifications of our instructors and world class competitors who trains at the Club, we have appeared in several media avenues such as ESPN, NBC local news, the front page of the Palm Beach Post and other local magazines.

Even more importantly for the Town of Lake Park is how we plan to engage the community at the grassroots level and how we plan to leverage hyperlocal marketing opportunities. We will engage the community through our website, social media platforms, fundraisers, free tennis clinics, public school outreach program, word of mouth, free family days, email blast and monthly newsletters, partnering with local businesses and open houses.

As outlined in the summary, a big part of the Pickleball Athletics Club will be community outreach programs. Here are some of our current on-going community outreach programs:

- ✓ Free Scholarships Programs for students at Lake Park district schools to our academy;
- ✓ Free family days;
- ✓ After school programs for primary/middle school students and high school students with great attitudes and a minimum 3.5 GPA;
- ✓ Free Fridays for inner city youth kids 16 and under
- ✓ Discounts for Lake Park residents
- ✓ Free family memberships to qualified underprivileged families
- ✓ Discounted rates for all Lake Park Juniors and Teens drop in's (must be accompanied with an adult)
- ✓ Free social and bring a friend Introductory Trial Pickleball classes.

PAC will reach out to the Athletic Directors and Phys. Ed Teachers in the nearby schools to schedule pickleball demonstrations in gym classes and thereby reach all the kids in the community. This year we



Teach the Ph

have already trained and taught over 150 Phys. Ed teachers in the Palm Beach County district about pickleball. They have started to implement it as part of their special activities curriculum with students in gym classes.

As part of the Teach the Phys. Ed Teacher Program, our goal is to target all primary, middle and high school students in the Lake Park area. We also have a full professional website with multiple social media pages and online marketing tools that we can leverage for hyperlocal marketing.

We plan to partner up with a few of the Lake Park Community charities and non-profit organizations in the area such as the Wounded Warriors of South Florida, Amateur Athletic Union of the United States and Lake Park Community Development Corporation.

Current Community Outreach Events



La Posada a Kisco Community



La Posada a Kisco Community



Riviera Beach Community Center

d) Equipment Provided

The Club will fund all equipment needed such as pickleball nets, balls, ball hoppers, paddles, electronic ball machines, leaf blowers, ball carts and learning aid tools. Pickleball Athletics Club will also purchase court benches, front desk, tables and chairs, television, signage and all items needed to run a professional facility.

e) Fundraising Tournament Ideas

One of our fundraising tournaments will be **"DINK FOR DOLLARS"** where players from all over the County and the State of Florida will compete in a 1 day fun double elimination Pickleball tournament. Players will range from age 10 to 89 years old at all different levels.

Another Fundraising event will be a **"PRO SEMINAR EVENT"** event where multiple nationally ranked Pro Players will arrive at our Lake Park facility to run a 1 day training Camp. It will be open for all players at all levels to participate for a fee. Camps details will be coordinated with the activities city supervisor.

Our next event is a **"PRO AM EVENT"** fundraiser where an amateur player pairs up with a professional player in a fun family atmosphere tournament. Amateurs can bid for the Professional players at an auction the night before the event. For those who didn't get an opportunity to buy a PRO, there will still be opportunities to listen to their strategies and spend time with them after the tournament is over.

Not only will all these events bring visitors and players from all over the state to Lake Park but it will have an economic impact in the Lake Park community with hotels, restaurants and transportation. More importantly the net proceeds will go towards the fundraising revenue for the special events department.

6. Alternate Proposal License Fee

Elite Sports Management proposes a 10 year term with a 10 year option to renew with \$35,000 of capital improvements in 2 phases to LPTC over the term of the lease. Phase 1 will be adapting four (4) LPTC tennis courts into multi-sport courts to be used for mainly tennis and secondary pickleball play. ESM will add pickleball lines to the existing infrastructure and introduce 8 rollaway pickleball nets that can be easily moved for tennis play and instruction. In addition, ESM will also be donating another 4 pickleball courts to Kelsey Park for the public to use at all times free of charge by adding multi-sports court lines to the 2 courts. The Phase 1 work will be done immediately within the first 2 months totalling a cost of \$10,000. Within the first 3 years, ESM will spend an additional \$25,000 in capital improvements totalling \$35,000. The work will be converting and resurfacing the 4 Tennis courts and installing 6-8 dedicated pickleball courts with permanent posts and nets on 1 pod. Tennis will continue to be the main priority over pickleball as there will always be 2 tennis courts available at all times. Some of the detail work to be done will be repainting of the courts, pressure clean and remove all mildew, dirt and oil., fill out the cracks and low spots that hold water on the court. Additional work within the first year will be to remodel and upgrade the office, add additional shade shelters for players, provide additional windscreens, supply outdoor benches and seating, purchase office furniture, tables, court sweepers, electric court blowers chairs and television. ESM is completely open to negotiate and adjust the length, term and capital investments with the town upon a successful bid. . ESM is fully committed to fund this agreement at the same rate proportional to any change in term.

In exchange for the rights to give private lessons and to conduct a secondary sport programs at the Lake Park Tennis Center, the operator shall pay to the Town an annual license fee of **\$19,200 with \$35,000 in capital improvements.** License fee is payable to the Town in equal monthly installments to be due on the first day of each month. After the first year, the fee shall increase by 3 percent for each renewal.

TOWN OF LAKE PARK
LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed proposals for:

TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) 108-2020

The Town of Lake Park desires to engage the services of a professional or an organization (hereinafter the Operator) to direct and oversee the operations and maintenance of the Lake Park Tennis Center (LPTC). The services solicited are for the operation of the LPTC and the supervision of the activities which occur at the LPTC. The selected Operator of the LPTC would be responsible for the hiring and supervision of any professionals or employees; its fiscal management; scheduling courts for individual and league play; and providing certified professionals for individual and group tennis lessons.

In order to be considered for an award of contract, **four (4) sealed proposals for TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES must be received no later than 10:00 A.M. Eastern Time on September 11, 2020** at the Town of Lake Park Town Hall, located at 535 Park Avenue, Lake Park, FL 33403. Proposals received after this time will be returned unopened.

The Request for Proposals (RFP) which contains the specifics of the services to be provided are available from the Office of the Town Clerk, located at 535 Park Avenue, Lake Park, Florida 33403-2603. You can request an RFP packet by emailing townclerk@lakeparkflorida.gov . All questions concerning the RFP shall be emailed to the Office of the Town Clerk at townclerk@lakeparkflorida.gov .

All responses to the RFP shall be submitted in a sealed envelope with the Operator's name, the name and number of the RFP, and the opening date of the RFP clearly presented on the outside of the envelope which contains the Operator's response to the RFP.

RFPs will be opened and read aloud in the Town's Commission Chambers at 2:00 P.M. on September 11, 2020. It is anticipated that the Town Commission will select and award a contract to an Operator at a public meeting during the month of November 2020.

Vivian Mendez, Town Clerk, MMC
Published on: August 9, 2020, Palm Beach Post
Town of Lake Park, Florida

GENERAL CONDITIONS AND INSTRUCTIONS

The Town of Lake Park (Town) desires to engage the services of a Professional or Organization (hereinafter referred to as "Operator") to direct and oversee the operations and maintenance of the Lake Park Tennis Center (LPTC) located at 701 Lake Shore Drive, Lake Park, Florida 33403. The responsibilities of the selected Operator include the operation of the LPTC and its fiscal management; hiring, employing and supervising any professionals or employees; scheduling the use of the tennis courts for individual and league play; and offering individual, and group tennis lessons.

The Operator is expected to offer instruction by certified professionals to individuals and groups; schedule league play; and operate and promote the general use of the LPTC.

All the duties and responsibilities set forth as part of this solicitation shall be performed by the Operator and are subject to the advice and direction of the Town's Special Events Director, excluding the fiscal management of the LPTC which shall be the responsibility of the Town's Finance Department. Although the Operator will have oversight of and responsibility for the day-to-day operations of the LPTC, the Town reserves the right to determine whether the Operator's performance is strictly in accordance with this solicitation and any standards established by the Town's Special Events Director pertaining to the quality of the services provided.

The Town operates two sets of tennis courts. There are two courts at Kelsey Park which are designated for unlimited public use on a first come first serve basis. There are four tennis courts at Lake Shore Park. The courts which are the subject of this solicitation are only the courts at Lake Shore Park.

ACCEPTANCE OR REJECTION OF RFP Prior to the date established for the submission of responses to the RFP, the Town reserves the right at any time to modify, waive, or vary any of the terms and conditions of this RFP including, but not limited to, deadlines for submission, the submission requirements, and the services being solicited. The Town further reserves the right to reject any or all submittals, or cancel or withdraw this RFP at any time prior to the Commission making an award. After the award to the successful Operator, the exact terms of the contract shall be the subject of a mutually acceptable contract between the Town Manager and the successful Operator.

ADDITIONAL INFORMATION Each Operator shall examine all parts of the RFP and evaluate the adequacy and accuracy of it. The Town shall not be responsible for any oral interpretations made by any Town employee, representative, or others as to the contents of the RFP. No plea of ignorance by the Operator of RFP shall be considered due to the failure or omission of the Operator to evaluate the requirements expressed in the RFP. In the event a proposed Operator, after evaluation of the RFP requires any additional information, explanation or clarification of the terms of the RFP, or the interpretation thereof, such inquiries or questions or comments shall be submitted by 1:00 P.M. Eastern Time on August 21, 2020 to:

Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403-2603
Telephone: (561) 881-3311
Facsimile: (561) 881-3314

The RFP title and number, Operator's name, address, phone number, email address, and if it has one, a facsimile number shall be referenced on all correspondence directed to the Town. Should any questions or responses require revisions to the specification of services as originally published in the RFP, such revisions shall be provided to all respondents by the Town Clerk as a formal amendment. Any questions regarding this RFP shall be in writing or via email directed to the Town Clerk at townclerk@lakeparkflorida.gov. The questions and answers directed to the Town Clerk shall be provided to Operators who have submitted a proposal.

The issuance of a formal written amendment is the only official method whereby interpretation, clarification, or additional information shall be provided by the Town. If any amendments are issued to this RFP, the Town shall notify all proposed Operators of the amendment.

PROFESSIONAL OR ORGANIZATION CERTIFICATION Submission of a signed proposal is the proposed Operator's certification that it will accept an award, if made by the Commission.

PROPOSAL WITHDRAWAL No proposal may be withdrawn after it has been submitted unless the proposed Operator makes a written request or email to the Town Clerk prior to the time set for the opening of proposals, or unless the Commission fails to award a contract within 90 days after the date fixed for opening proposals.

OPERATOR'S RESPONSIBILITY Before submitting the proposal, each Operator shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Town in the RFP.

EXPENSES INCURRED IN PREPARING PROPOSAL The Town accepts no responsibility for any expenses incurred by the proposed Operator in its preparation of its proposal to the Town.

INSURANCE As part of the terms of the contract the successful Operator will be required to execute with the Town, the Operator will be expected to retain and maintain during the term of the contract, the following insurance coverages and minimum limits of liability:

- a. WORKERS' COMPENSATION INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY limits are required to be not less than \$1,000,000.00 EACH

ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.

b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.

LATE RFP REJECTION The Town is not responsible for the delivery of any proposal. All proposals received by the Town Clerk after the time stated in the RFP, shall be returned unopened, and shall not be considered.

LICENSES AND REGISTRATIONS The successful Operator is expected to obtain and maintain any licenses required to perform the services described within the RFP pursuant to the laws of Palm Beach County, the Town, or the State of Florida. Every proposer submitting a proposal shall include a copy of its Business Tax Receipt or a written statement on company letterhead indicating the reason a Business Tax Receipt is not necessary. The successful Operator will be expected to obtain a Business Tax Receipt from the Town.

PUBLIC ENTITY CRIMES No proposal shall be accepted from an Operator, or any person or affiliate employed by it who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal.

RELATION OF TOWN The successful Operator shall be legally considered an independent contractor and its employees shall not be considered employees or agents of the Town.

1.0 SCOPE OF WORK

The Town is soliciting proposals from a qualified and experienced professional or organization (hereinafter Operator) to direct and oversee the operations and maintenance of the Lake Park Tennis Center (LPTC) located at 701 Lake Shore Drive, Lake Park, Florida 33403. This will include assuming primary responsibility for the operation of the LPTC, to include fiscal management coordinated with the Finance Department, scheduling of courts, offering of individual and group lessons, scheduling league play, and supervision of the LPTC's facilities and the Operator's contracted staff.

The Town operates under a Town Commission/Town Manager form of municipal government and provides the following services as authorized by its Charter: public works (streets, urban beautification, trees), community development (economic development, planning-zoning, building inspections), sanitation, parks, culture-recreation, stormwater control, public improvements, a public library, and general administrative services. The Town's estimated population is 8,645 (US Census estimate).

1.1 Instructions

This entire set of documents constitutes the RFP. The proposed Operator shall submit its response to the RFP with all information requested information. The proposed Operator's notes,

exceptions, and comments may be submitted as an attachment, provided the same format of this RFP text is followed. All proposals shall be submitted in a sealed envelope with the proposed Operator's name, RFP name, number, and opening date, clearly stated on the outside of the envelope. The proposed Operator shall provide a response to each requirement of the RFP.

1.2 Employees

The Operator shall identify all employees it anticipates employing for the performance of the services. The failure to list all employees who will be employed by the Operator may be grounds for disqualification in the event an award of a contract is made by the Commission. The Town retains the right to accept or reject any employee proposed in the response of successful Operator prior to the execution of the contract. Any and all liabilities regarding the Operator's employees are the responsibility of the successful Operator and insurance for its employees shall be maintained as described hereinabove throughout the duration of the contract. The successful Operator's employees are not employees of the Town. The Operator shall include in the proposal shall provide a list confirming the contractual staff employees it intends to utilize to perform the services solicited in the RFP.

1.3 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) shall be promptly reported in writing to the Town Clerk. Should it be necessary, a written addendum will be incorporated into the RFP.

1.4 Disqualification

The Town reserves the right to disqualify proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Operator.

1.5 Acceptance or Rejection of Proposals

The Town reserves the right to waive any immaterial defect or informality in any proposals or to reject any or all proposals in whole or in part, or to reissue an entirely new Request for Proposals.

1.6 Receipt of Proposals

The Town will accept sealed Proposals no later than 10:00 a.m. Eastern Time on September 11, 2020 at the Town of Lake Park Town Hall, located at 535 Park Avenue, Lake Park, Florida 33403. Four sealed Proposals shall be submitted to the Town Clerk. Proposals submitted after this deadline will be rejected and returned unopened.

2.0 SERVICES / RESPONSIBILITIES

The Operator shall be generally responsible for the overall operation of the LPTC, including, its fiscal management, the scheduling of courts, providing individual and group lessons, scheduling league play, and the maintenance of the facilities. More particularly, the Operator shall:

- Maintain membership as a United States Professional Tennis Association (USPTA) be certified as a USPTA Professional or Organization.

- Provide sufficient qualified staff to support the programs offered.
- Maintain and manage a schedule for the use of the courts.
- Establish the rates for individual and group tennis lessons, and league play.
- Provide individual and group tennis lessons and schedule league play.
- Provide the Town's Special Events Director with a monthly schedule, one week in advance of each month within one week of the next month. If there are any changes in the monthly schedule, provide the Special Events Director with as much written advance notice as possible.
- Supervise any professional instructors or employees.
- Coordinate two annual fundraising tournaments, in cooperation with the Special Events Director, the net proceeds of which will be deposited as a revenue to the Special Events Department budget to be used for purchase of materials and equipment for the maintenance of the LPTC.
- Schedule a minimum of five free one hour lessons per week for children between the ages of 6 and 16 who are residents of the Town (proof of residency is required). During the school year, the lessons will be conducted after school. During the summer, the timing of the free lessons shall be the discretion of the Operator.
- Coordinate and schedule two half day events for the Town's summer camp program.
- Maintain an office schedule consisting of a minimum of 10 hours per week for administrative functions and duties.
- Maintain the following Hours of Operation of 8:00 a.m. to 10:00 p.m. as follows:
 1. Open every day throughout the year, weather permitting, at hours which are consistent with industry practices and the Town's needs, as determined by the Special Events Director.
 2. The LPTC shall be closed on Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day.
- Maintain the restrooms located in Lake Shore Park and Kelsey Park by opening them at 8:00 a.m. and closing them at 10:00 p.m.
- Court Schedule: At all times, a minimum of two courts shall be available for general public use. This schedule may be revised from time to time by the Town.
- Provide all equipment, including balls, ball machines, racquets and any other necessary equipment, required to conduct individual and group lessons, and league play.
- Secure and maintain all licenses necessary to do business in Palm Beach County, Florida, the Town of Lake Park, and the State of Florida. The cost of the licenses shall be the Operator's responsibility.

- THE OPERATOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY FEDERAL, STATE, OR LOCAL TAXES, WORKERS' COMPENSATION AND ANY INCOME TAXES OF THE OPERATOR.

2.1 Maintenance Responsibilities of the Operator:

The maintenance of all tools, materials, screens, and necessary equipment for the LPTC consisting of the following:

1. The daily removal of all leaves from all six tennis courts with a leaf blower.
2. Periodically throughout the day as necessary, and at the end of each day, all trash and balls shall be removed from the courts. All trash shall be deposited into trash containers.
3. Zip-tying and/or replacing any windscreen or nets for the courts that may have become loose or ripped.
4. Unlock all gates at 8:00 a.m. and lock all gates at 10:00 p.m.
5. Unlock the restrooms at Lake Shore and Kelsey Park at 8:00 a.m. and lock them at 10:00 p.m. daily.
6. Perform a weekly inspection of the LPTC and identify any areas or facilities in need of maintenance or repairs. In the event there is a need for repairs or maintenance, promptly inform the Special Events Director.

2.2 Maintenance Responsibilities of the Town

1. Pay for water and sewer services, trash collection, telephone, internet, and cable television.
2. As budgeted, make repairs and capital improvements including but not limited to:
 - a. Fences
 - b. Light fixtures
 - c. Irrigation system for the courts
 - d. Pressure wash concrete and canopies twice per year
 - e. Maintain clean public restrooms.

2.3 Management Compensation

The Operator's direct earned revenues from operation of the LPTC are limited to compensation received for private lessons, and league play.

3.0 GENERAL TERMS AND CONDITIONS OF THE RFP

3.1 Acceptance/Rejection

The Town reserves the right to: accept or reject any or all proposals; to select an Operator who, in the opinion of the Town, will be the most advantageous to the Town or to reject an Operator who, in the sole opinion of the Town is not in a position to perform the requirements of this RFP.

The Town further reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2 Legal Requirements

This RFP is subject to all applicable Federal, State, County, and town laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge of applicable laws, rules or regulations shall in no way be cause for relief from responsibility.

3.3 Business Tax Receipt Requirement

The selected Operator is expected to obtain a County and Town Business Tax Receipt.

3.4 Review of Proposals for Responsiveness

Each Proposal shall be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.5 Collusion

By submitting a proposal, the Proposer certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a proposal for the same services, or the Town. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and Code of Ethics laws. The Town shall investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Proposals where collusion may have occurred.

4.0 CONE OF SILENCE

A PROPOSER SHALL NOT COMMUNICATE WITH ANY TOWN ELECTED OR APPOINTED OFFICIAL OR EMPLOYEE OTHER THAN THE TOWN CLERK PRIOR TO THE TIME AN AWARD HAS BEEN MADE BY THE TOWN COMMISSION. ALL COMMUNICATIONS BETWEEN THE PROPOSER AND THE TOWN SHALL BE SUBMITTED TO THE TOWN CLERK. ANY VIOLATION OF THE CONE OF SILENCE SHALL BE GROUNDS FOR DISQUALIFICATION.

5.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The following information and documents are required to be provided with Operator’s response to this RFP. Failure to do so may deem the Proposal non-responsive. When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any Proposal that does not follow the prescribed format may be disqualified at the discretion of the Town.

6.0 PROPOSAL FORMAT

Proposers shall follow the format and instructions outlined below, observing all formatting requirements where indicated. Proposals must contain the information itemized below and in the

order indicated. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The Proposer shall submit one (1) original and three (3) copies of your Proposal.

The response to this solicitation shall be presented in the following format. Failure to do so may deem the proposal non-responsive.

1. Cover Page

The cover page must include the Operator's name; Contact Person; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number.

2. Table of Contents

The table of contents shall list, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

A signed and dated detailed narrative summary of not more than three pages containing the Operator's overall qualifications and experience, and ability and capability to perform required services must be contained in the submittal. The Operator shall include the name of the organization, business phone and contact person and provide a detailed narrative summary of the work to be performed.

4. Operator's Qualifications and Experience

- a) **Describe** in a detailed narrative response the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator.
- b) **Provide** a list of not less than three references within the past five years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference provided as part of the evaluation.
- c) **Provide** copies of resumes.
- d) **Provide** evidence that the Operator shall be a current United States Professional Tennis Association (USPTA) member and shall be certified as a USPTA Professional.
- e) **Provide any** current licenses held by the Operator to do business in Palm Beach County, Florida; Town; and the State of Florida.

5. Ability and Capability to Perform Required Services

- a) **Provide** a detailed schedule of the types of programs to be offered.
- b) **Provide** a detailed description of the rates for individual and group lessons, and league play.
- c) **Describe** in a detailed narrative response the process of how the Operator proposes to

- engage the residents of the town to participate in the programs to be offered.
- d) **Describe** in a detailed narrative response of the types of equipment that will be provided to perform required services.
- e) **Describe** in a detailed narrative response the two annual fundraising tournaments that will be scheduled.

7.0 LICENSE FEE

In exchange for the right to give private lessons and to conduct tennis programs at the LPTC, the Operator shall pay to the Town an annual license fee of _____, to be paid in monthly installments, such installments to be due and paid to the Town on the first day of each month. After the first year, the fee shall increase by 3 percent for each renewal.

8.0 RESPONSE FORMAT

One (1) original and three (3) copies of the complete proposal must be submitted to:

Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403-2603

Responses must be sealed and clearly marked on the outside of the package referencing:

- **RFP NO.: 108-2020 - TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES**
- **Name of Proposer; and**
- **RFP Opening Date**

Responses received after that date and time shall not be accepted and shall be returned unopened.

Proposals received at any other location than the aforementioned or after the proposal submission date and time shall be deemed non-responsive.

Proposals shall remain valid for at least 180 days.

Following the award of the RFP, a contract will be prepared and submitted to the Operator selected for signature.

9.0 EVALUATION CRITERIA

Proposals shall be evaluated based upon the following criteria and weight:

CRITERIA

PERCENTAGE

Proposer’s Qualifications and Experience	20	%
License Fee Proposal Amount	35	%
Proposer’s Ability and Capability to Perform Required Services	45	%
	100	%

10.0 ALTERNATE PROPOSALS

Multiple proposals submitted by a proposed Operator SHALL be clearly identified as “ALTERNATE PROPOSAL” and displayed as such on the front of the sealed envelope. The Town reserves the right to accept or reject “Alternate” proposals for any reason or no reason at all. All alternate proposals shall clearly identify the secondary proposed sport as well as the number of courts that will be used. For the purpose of this RFP, an alternate proposal is one that requires the use of at least one tennis court and is played using a racquet and/or paddle, including, but not limited to: Badminton, Pickleball and Soft Tennis. If multiple proposals from the same Operator are received and there is no distinguishing markings indicating which the “alternate” proposal is, then the first proposal opened shall be considered as the proposal. Alternate proposals shall comply with the terms and conditions specified in the RFP.

11.0 INSTRUCTIONS FOR SUBMITTING ALTERNATE PROPOSAL

The following information and documents are required to be provided with any Alternate proposal to this RFP. Multiple proposals submitted by an Operator shall not be accepted, unless said additional proposals are identified as “Alternates”. The Town may accept or reject ‘Alternate’ proposals, in its best interest. All Alternate proposals must acknowledge tennis as the main program and any additional sport or program as secondary. Alternate proposals must comply with the terms and conditions of the RFP and must contain all required documents as specified in the RFP.

12.0 ALTERNATE PROPOSAL FORMAT

The following documentation shall be included as a minimum in the alternate proposal submission:

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Alternate Proposals must contain the information itemized below and in the order indicated. Alternate Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The Proposer must submit one (1) original and three (3) copies of your Alternate Proposal.

The response to this solicitation shall be presented in the following format. Failure to do so may deem the proposal non-responsive.

1. Cover Page

The cover page must include the Operator’s name; Contact Person for the RFP; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number.

2. Table of Contents

The table of contents must outline, in sequential order, the major sections of the alternate proposal as listed below, including all other relevant documents requested for submission. All pages of the alternate proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

A signed and dated detailed narrative summary of not more than three (3) pages containing the Operator's overall qualifications and experience, and ability and capability to perform the secondary sport or program must be contained in the submittal. The Operator shall include the name of the organization, business phone and contact person and provide a detailed narrative summary of the work to be performed by the Operator.

4. Professional's or Organization's Qualifications and Experience

a) **Describe** in a detailed narrative response the Operator's organizational history, including years the Operator has been in business providing the secondary sport or program, and indicate whether the Town has previously awarded any contracts to the Operator.

b) **Provide** a list of not less than three references within the past five years for whom the secondary sport or program was performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation.

c) **Provide** copies of resumes of the Operator and employees.

d) **Provide** evidence that the Operator is a certified member of the United States Association that is affiliated with the proposed secondary sport or program.

e) **Provide** current licenses necessary to do business in Palm Beach County, Florida; Town; and the State of Florida.

5. Ability and Capability to Perform Required Services

a) **Provide** a detailed schedule for the proposed secondary sport or program.

b) **Provide** a detailed description of the rates for individual and group lessons, and league play of the proposed secondary sport or program.

c) **Describe** in a detailed narrative response the process of how you will engage the residents of the Town to participate in the secondary sport or program.

d) **Describe** in a detailed narrative response the type of equipment that will be provided to perform proposed secondary sport or program.

e) **Describe** in a detailed narrative response the two annual fundraising tournaments that will be scheduled for the secondary sport or program

13.0 ALTERNATE PROPOSAL LICENSE FEE

In exchange for the right to give private lessons and to conduct secondary sport programs at the LPTC, the Operator shall pay to the Town an annual license fee of _____, to be paid in

monthly installments, such installments to be due and paid to the Town on the first day of each month. After the first year, the fee shall increase by 3 percent for each renewal.

14.0 ALTERNATE PROPOSAL RESPONSE FORMAT

One (1) original and three (3) copies of the complete proposal must be submitted to:

Vivian Mendez, MCMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403-2603

Responses shall be sealed and clearly marked **ALTERNATE PROPOSAL** on the outside of the package referencing:

- **RFP NO.: 108-2020 - TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES**
- **Name of Proposer; and**
- **RFP Opening Date**

Responses received after that date and time will not be accepted and shall be returned unopened.

Alternate proposals received at any other location than the aforementioned or after the RFP submission date and time shall be deemed non-responsive.

Alternate proposals shall remain valid for at least 180 days. Upon award of a contract, the contents of the Alternate proposal of the successful Operator may become part of the contract, at the Town’s discretion.

The Operator shall provide a response to each issue. Alternate proposals shall be prepared in a concise manner with an emphasis on completeness and clarity.

15.0 ALTERNATE PROPOSAL EVALUATION CRITERIA

Alternate Proposals shall be evaluated based upon the following criteria and weight:

<u>CRITERIA</u>	<u>PERCENTAGE</u>	
Proposer’s Qualifications and Experience	20	%
Amount of the License Fee Proposed	35	%
Proposer’s Ability and Capability to Perform Required Services	45	%
	100	%

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 12/2/2020 **Agenda Item No.** Tab 7

Agenda Title: FISCAL YEAR 2020/2021 BUDGET ADJUSTMENTS

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

Approved by Town Manager *J. Cariseo* **Date:** 11/16/2020

Lourdes Cariseo **Finance Director**
 Name/Title

Originating Department: FINANCE	Costs: Budget Adjustment Funding Source: General Fund Reserve <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution,
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>LC</u> Please initial one.

Summary Explanation/Background:

The Public Works Department seeks a loan from the General Fund in the amount of \$ 122.8908, to purchase 64-gallon recycle containers. This unfunded initiative was discussed during the 2020/2021 budget process and the funds for purchase are available from the General Fund Reserve Balance. The loan to the Sanitation Fund from the General Fund will be repaid over a five (5) year term, and carry an annual interest rate of 5% on the unpaid balance effective October 1, 2021.

The increase in budget to the General Fund and Sanitation funds would be \$122,898 each.

The 2020/2021 fiscal year resolution creates the budget adjustment needed.

Transfer from General Fund Balance		\$122,898
Transfer to the Sanitation Fund	\$122,898	
Sanitation Machinery and Equipment	\$122.898	
Transfer from the General Fund		\$122,898

Recommended Motion:

I move to adopt Resolution 81-12-20.

The staff recommends adjusting the following revenue/expenditure items:

RESOLUTION NO. 81-12-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2020-2021 AS PREVIOUSLY ADOPTED BY RESOLUTION 66-09-20; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 65-09-20 a final millage rate for Fiscal Year 2020-2021; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2020-2021, which was adopted by Resolution 66-09-20.

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

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

Section 2. The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 3. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This Resolution shall become effective immediately upon adoption.

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: *December 2, 2020*

Agenda Item No. **Tab 8**

Agenda Title: Approval of 64-gallon Recycle Container Purchase

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

Approved by Town Manager *[Signature]* Date: 11/13/2020
TOWN MANAGER

[Signature]
 Dwayne Bell, Sr., Operations Manager/Interim Public Works Director

Originating Department: Public Works	Costs: \$122,898 Funding Source: Acct. # <input type="checkbox"/> Finance <i>Laura Janni</i>	Attachments: Toter Proposal Repayment Schedule
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>[initials]</i> Please initial one.

Summary Explanation/Background:

The Public Works Department's Sanitation Division has obtained a proposal to purchase three thousand (3,000) 64-gallon recycling bins (carts) to collect residential recyclables. The purchase of the carts will eliminate the need of two older recycling trucks to pick up recyclables. The Division has had a high frequency of breakdowns of its two older recycle trucks (truck 53 is 11 years old and truck 54 is 16 years old). The repeated engine issues, body problems, and other concerns have made these vehicles unreliable and unreasonably costly to maintain. Both vehicles are well

past their standard timeframe for replacement. The purchase of these recycling carts will allow the Sanitation Division to use its automated side loader trucks to pick up residential recycling, which will result in reliable, cost-efficient operations.

A proposal was obtained from Toter for 3,000 64-gallon carts (1,500 blue and 1,500 green) for a cost of \$122,898 using the Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson. Staff followed Section 2-249 of the Town Purchasing Ordinance, which allows for "Cooperative purchases: Purchases utilizing contracts of other entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a federal, state or municipal government or any other governmental agency, political subdivision or government-related association for the same scope of services may be providing that the originating entity utilized a competitive process substantially similar to that used by the Town."

The carts will be purchased with a \$122,898 transfer from the Reserve Fund. The expenditure for the recycling carts will be repaid to reserves over five (5) years at 5% interest beginning FY2021 through FY 2025.

Recommended Motion (1):

I move that the Commission approve the transfer for \$122,898 from the Reserve Fund to Sanitation for recycling carts with the outlined repayment over five (5) years.

Recommended Motion (2):

I move that the Commission approve the purchase of the recycling carts from Toter for \$122,898.



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10172978

Sell To:

Contact Name	Dwayne Bell	Ship To Name	Town of Lake Park
Bill To Name	Town of Lake Park	Ship To	535 Park Ave
Bill To	535 Park Ave Lake Park, FL 33403-2603 USA		Lake Park, FL 33403-2603 USA
Email	dbell@lakeparkflorida.gov		
Phone	561-718-4204		

Quote Information

Salesperson	Brittany Zeitler	Created Date	11/2/2020
Salesperson Email	bzeitler@wastequip.com	Expiration Date	11/16/2020
		Quote Number	WQ-10172978
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (Existing) in ---Lid Hot Stamp Insert- Read from Street (New) in ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	1,500.00	\$39.38	\$59,070.00
79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in ---Lid Hot Stamp Insert- Read from Street (New) in ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	1,500.00	\$39.38	\$59,070.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$118,140.00
Shipping Terms	FOB Origin	Shipping	\$4,758.00
		Tax	\$0.00
		Grand Total	\$122,898.00

Additional Information



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10172978

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>. as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 11-1-2020 through 1-31-2021. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Repayment Schedule

NO.	PAYMENT FY	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
1	FY2021	\$ 122,898.00	\$ 28,386.34	\$ 28,386.34	\$ 22,241.44	\$ 6,144.90	\$ 100,656.56
2	FY2022	\$ 100,656.56	\$ 28,386.34	\$ 28,386.34	\$ 23,353.51	\$ 5,032.83	\$ 77,303.05
3	FY2023	\$ 77,303.05	\$ 28,386.34	\$ 28,386.34	\$ 24,521.19	\$ 3,865.15	\$ 52,781.86
4	FY2024	\$ 52,781.86	\$ 28,386.34	\$ 28,386.34	\$ 25,747.25	\$ 2,639.09	\$ 27,034.61
5	FY2025	\$ 27,034.61	\$ 28,386.34	\$ 27,034.61	\$ 25,682.88	\$ 1,351.73	0

Total repaid to Reserves after FY2025 payment \$ 141,931.70

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 2, 2020

Agenda Item No. Tab 9

Agenda Title: Request to waive permit fees for West Construction and Architecture and Design

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

Approved by Town Manager _____

Date: _____

11/18/2020

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments:
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	<input type="checkbox"/> Yes, Notified everyone or <input checked="" type="checkbox"/> Not applicable in this case Please initial one.

Summary Explanation/Background:

The Town competitively selected West Construction and Architecture and Design Company to design and construct a parking lot in the CRA area of Lake Park. A recently signed and executed contract will permit the company to begin construction very shortly. The company has requested the town waive the town's portion of all associated fees. The list below represents the construction value and the estimated fees that the Town can waive on behalf of the company.

The following represents the fee amount the town would wave with Commission approval:

Electrical - \$70K value – Lake Park permit fee with State surcharge included = \$1,537.50

Landscaping - \$40K value – Lake Park permit fee with State surcharge included = \$922.50

Drainage - \$100K value – Lake Park permit fee with State surcharge included = \$2,152.50

Paving - \$30K value – Lake Park permit fee with State surcharge included = \$717.50

Sidewalks - \$40K value – Lake Park permit fee with State surcharge included = \$922.50

Irrigation - \$30K value – Lake Park permit fee with State surcharge included = \$717.50

Striping and signage - \$15K value – Lake Park permit fee with State surcharge included = \$410.000 plus separate signage permit fee of \$200 = \$600

TOTAL FEES = \$7,570

Recommended Motion: Move to wave the town's portion of all permit fees associated with the CRA Parking Lot construction.

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

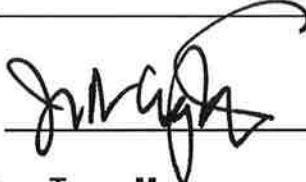
Meeting Date: December 2, 2020

Agenda Item No. Tab 10

Agenda Title: Legislative Priority List for State Funding

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 11/24/2020

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments:
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	<input type="checkbox"/> Yes, Notified everyone or <input type="checkbox"/> Not applicable in this case Please initial one.

Summary Explanation/Background: Each year, the Town Commission discusses legislative funding priorities. This year, we have achieved some funding for past legislative priorities. The Lake Shore Drainage Project and Surface Parking for the CRA Parking lot have received funding from other sources other than the Legislature. Last Legislative session, the town made the following funding requests:

Last Legislative Session

- Downtown Parking Structure \$3.5 million
- Lakeshore Drainage \$1.2 million with a 50% match
- Historic Town Hall Roof Replacement \$250,000 with a 50% local match.

Previous Legislative Sessions

- 10th Street Reclamation and Resurfacing, estimated at \$4.0 million
- Fiber Optics for the industrial park estimates were \$500,000 a mile above ground and over a million a mile below ground.
- Funding for Industrial Sewer is estimated at 2.4 million without funding to connect the sewer line to each business.
- Town-wide Wi-Fi Connectivity, estimate reduced working with the County to create Wi-Fi throughout the Town partnering with the County and School District discussions ongoing.
- Funding to purchase commercial land to complete Park Avenue Extension, estimated at 4.5 million

Recommended Motion: Discussion only unless the Commission can agree on which funding priorities to move forward to the Legislature.

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date December 2, 2020

Agenda Item No. Tab 11

Agenda Title: Interlocal Agreement for Palm Beach County CARES ACT Reimbursement Funding

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

Approved by Town Manager *J. D'Agostino* Date: 11/24/2020

 John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Resolution _____ • Interlocal Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	___ Yes, Notified everyone or <input checked="" type="checkbox"/> Not applicable in this case Please initial one.

Summary Explanation/Background: The Interlocal Agreement will allow the Town of Lake Park to seek reimbursement for COVID-19 related expenditures from the County. Under the program, all 39 municipalities are eligible for reimbursement. The submitted reimbursement estimated by the Town to the County is over \$110,000 in Covid-19 eligible expenditures.

Recommended Motion: Move to approve Resolution _____

RESOLUTION NO. 82-12-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN FOR THE AWARD OF CARES ACT FUNDS TO THE TOWN.

WHEREAS, Section 163, Florida Statutes (Florida Interlocal Cooperation Act of 1969) as amended, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, Part 1 of Chapter 163, Florida Statute permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege or authorization which such agencies share in common and which each might exercise separately; and

WHEREAS, The Town desires to seek reimbursement under the PBC CARES Act for eligible expenditures as outlined under the PBC CARES ACT REIMBURSEMENT PROGRAM; and

WHEREAS, the County and the Town have determined it to be beneficial for the County to be able to provide PBC CARES ACT funding either in whole or in part for eligible expenditures by the Town of Lake Park from March 1, 2020, through October 31, 2020, for COVID-19 virus expenditures; and

WHEREAS, such eligible expenditures by category include the following categories; Testing, Public Information, Safety Equipment, PPE, and Technology; and

WHEREAS, the PBC CARES ACT REIMBURSEMENT PROGRAM requires municipalities to include in the submittal to the County an activity report, which includes an excel spreadsheet of the total amount of all previous reimbursement requests and the total amount of funds requested in this current reimbursement request for each reimbursement category; and

WHEREAS, the Town Manager recommends approval of the Interlocal Agreement between the Town of Lake Park and Palm Beach County.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to sign the Interlocal Agreement between Palm Beach County and the Town of Lake Park.

Section 3. This Resolution shall be effective upon execution.

INTERLOCAL AGREEMENT

This Interlocal Agreement is hereby entered into as of the 2nd day of **December 2020**, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the TOWN of Lake Park Florida a municipality located within Palm Beach County, hereinafter referred to as TOWN.

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, COUNTY declared a State of Emergency as a result of COVID-19, and the declaration has been extended through and beyond this date in accordance with applicable law; and

WHEREAS, the COUNTY has received CARES ACT funds from the federal government for the procurement of COVID-19 related goods and services; and

WHEREAS, the TOWN has made expenditures for COVID-19 related goods and services that have not been and are not going to be reimbursed from any CARES ACT funds or other grants or donations; and

WHEREAS, Palm Beach County has determined that it is in the public's best interest to reimburse the TOWN for their procurement and expenditure of COVID-19 related goods or services with CARES ACT funds received by the COUNTY; and

WHEREAS, the COUNTY has created a Municipal CARES ACT Reimbursement Program for the benefit of the TOWN and the general public; and

WHEREAS, COUNTY and TOWN desire to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. PURPOSE

The purpose of this Interlocal Agreement ("Agreement") is for the COUNTY to reimburse the TOWN for their procurement and expenditure for COVID-19 related goods or services in accordance with the Municipal CARES ACT Reimbursement Program ("Program"), which is attached hereto and incorporated herein as "Attachment A".

II. CONTRACT REPRESENTATIVES

The COUNTY'S representatives during the performance of this Agreement shall be Todd Bonlarron, Assistant County Administrator, telephone number (561) 355-4019 and Ed Chase, Intergovernmental Affairs Director, telephone number (561) 355-6266.

The TOWN's representatives during the performance of this Agreement shall be Lourdes Cariseo, Finance Director.

III. COMMENCEMENT OF INTERLOCAL AGREEMENT

This Agreement shall commence upon execution by both parties and shall terminate on December 31, 2020.

IV. RESPONSIBILITIES OF TOWN

The TOWN must fully comply with the COUNTY's Program as described below, including the requirements of Attachment A.

- A. All expenditures for which the TOWN will be seeking reimbursement from the COUNTY must have been made as a result of the COVID-19 virus and must have been procured and paid for between and including March 1, 2020 and October 31, 2020.
- B. All expenditures for which the TOWN will be seeking reimbursement from the COUNTY must not have been included in the TOWN's most recent budget approved prior to March 1, 2020.
- C. On or before December 1, 2020, the TOWN shall provide COUNTY with appropriate documentation, an executed Municipal CARES ACT Reimbursement Certification, and an Invoice Activity Report for all eligible items for which the TOWN is seeking reimbursement from COUNTY. The Invoice Activity Report is attached hereto and incorporated herein as "ATTACHMENT B".

V. PAYMENTS

Reimbursement made by the COUNTY to the TOWN under the Program will be provided based on the overall amount of funds requested relative to allocated and available COUNTY CARES ACT funds.

- A. If a TOWN receives CARES ACT funds from the COUNTY and the expenses are denied by the federal government, the TOWN shall reimburse the COUNTY for the CARES ACT funds received for the denied expenditure.
- B. If a municipality receives funding for expenses previously reimbursed with COUNTY CARES ACT funds, the TOWN shall reimburse the COUNTY for the CARES ACT funds received for those expenditures.
- C. Any and all payments made by the COUNTY to the TOWN under the Program are subject to availability of CARES Act funds.

RESPONSIBILITIES OF THE COUNTY

COUNTY shall review all eligible expenditures and documentation submitted by TOWN for the purpose of reimbursement. COUNTY shall reimburse TOWN for all eligible expenditures on or before December 30, 2020 or provide written denial of submitted expenditures for reimbursement.

VI. TERMINATION

Each Party may terminate this Agreement by serving a minimum fourteen (14) days prior written notice to the other Party.

VIII. PERSONNEL

TOWN ensures that its personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services described herein shall be performed by, or under the supervision of TOWN. TOWN shall ensure that all personnel engaged in performing the services set forth herein shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

IX. INSURANCE/INDEMNIFICATION

TOWN acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that it is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. User's self-insurance shall be primary with respect to any coverage maintained by the County.

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each party covenants to maintain sufficient general liability and workers' compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

TOWN further agrees, to the extent allowed by law and without waiving the right to sovereign immunity, to indemnify and holds harmless the Federal Government, its employees and/or contractors; the State of Florida, Division of Emergency Management, its employees and/or contractors from liability to third parties for claims asserted under this Agreement. This section shall survive the termination of this Agreement.

X. SUCCESSORS AND ASSIGNS

The COUNTY and TOWN each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor TOWN shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

XI. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or TOWN.

XI. CONFLICT OF INTEREST

TOWN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. TOWN further represents that no person having any such conflict of interest shall be employed for said performance of services.

TOWN shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that may be undertaken and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by TOWN. The COUNTY agrees to notify TOWN of its opinion as soon as is reasonably possible. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by TOWN, the COUNTY shall so state in the notification and TOWN shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

XIII. ARREARS

TOWN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. TOWN further warrants

and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

XIV. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by TOWN and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

XV. AUTHORITY TO PRACTICE

TOWN hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

XVI. SEVERABILITY

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

XVII. PUBLIC ENTITY CRIMES

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

XVIII. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

If sent to TOWN, notices shall be addressed to:

XIX. ENTIRETY OF AGREEMENT

The COUNTY and TOWN agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

XX. REGULATIONS; LICENSING REQUIREMENTS

The COUNTY and TOWN shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any other federal requirement now in effect or imposed in the future that apply to this Agreement. The COUNTY and TOWN are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

XXI. COUNTERPARTS

This Agreement, including any exhibits that may be referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. TOWN shall execute by manual means only, unless the COUNTY provides otherwise.

XXII. PUBLIC RECORDS, ACCESS AND AUDITS

TOWN shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or

annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at TOWN's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the COUNTY.

IF TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

TOWN shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507 and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions, including OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

XXIII. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

XXIV. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. TOWN, if prime subcontracts are to be let, shall take the Affirmative Steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XXV. CONFLICT OF INTEREST/GIFT POLICY

Conflict of Interest/Gift Policy.

1. **CONFLICT OF INTEREST:** Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the TOWN may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a TOWN contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

2. **ORGANIZATIONAL CONFLICT OF INTEREST:** If the vendor has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

GIFT POLICY: Notwithstanding any provision of the Ethics Code, no vendor or TOWN shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from TOWN or sub-providers

XXVI. INDEPENDENT PROVIDER RELATIONSHIP

TOWN is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Provider and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to TOWN's sole direction, supervision, and control. TOWN shall exercise control over the means and manner in which it and its employees perform the work, and in all respects TOWN's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Provider and not as employees or agents of the COUNTY. TOWN does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement.

XXVII. CONTINGENT FEE

TOWN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for TOWN, 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 TOWN, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXVIII. NON-DISCRIMINATION

1. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, TOWN warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
2. Equal Employment Opportunity. During the performance of this Agreement, TOWN agrees as follows:

TOWN will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscriminat

basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. TOWN shall comply with the Drug Free Workforce Act of 1988.

XXIX. DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, sub-provider, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

XXX. DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (Attachment C) is required at time of response submission. Upon request, TOWN agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-Providers and sub-consultants after Contract award. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such TOWN is required to verify that none of TOWN, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.935). TOWN must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that TOWN did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as sub-grantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. SCHOOL BOARD must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. TOWN further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXI. FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

XXXII. SCRUTINIZED COMPANIES

1. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

2. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to

F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by TOWN, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal.

XXXIII. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work or Program, including alterations, reductions therein, or additions thereto. Upon receipt by TOWN of the COUNTY's notification of a contemplated change, TOWN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect TOWN's ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs, in writing, TOWN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment, and TOWN shall not commence work on any such change until such written amendment is signed by TOWN and approved and executed on behalf of Palm Beach County.

XXXIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

TOWN agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

TOWN agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

TOWN agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

XXXV. SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

XXXVI. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

TOWN is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

XXXVII. PROCUREMENT OF RECOVERED MATERIALS

TOWN is to provide COUNTY with those goods designated by the Environmental Protection Agency ("EPA"), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 *or* where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

XXXVIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

TOWN acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to TOWN's actions pertaining to this contract. (31 U.S.C. Chapter 38).

XXXIX. FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from TOWN or sub-provider under the Agreement. (31 U.S.C. 3729).

XL. HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, TOWN shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

XLI. DRUG-FREE WORKPLACE

TOWN shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the TOWN'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.

4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Contract, the employee will abide by the terms of the statement and will notify the TOWN of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

XLII. AMERICANS WITH DISABILITIES (ADA)

TOWN shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and TOWN have executed this Agreement on the day and year written above.

PALM BEACH COUNTY, FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Todd J. Bonlarron, Assistant County Administrator

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and TOWN of LAKE PARK have executed this Agreement on the day and year written above.

WITNESS:

Signature

Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

Signature

Michael J. O'Rourke

Mayor, Town of Lake Park

Attachment A

Municipal CARES ACT Reimbursement Program

Purpose of the Program: This Program is designed to reimburse municipalities in Palm Beach County (“PBC”) that have made certain expenditures related to COVID-19. For reimbursement by PBC, the municipalities must not have previously received reimbursement from the Coronavirus Aid, Relief, and Economic Security Act (“CARES ACT”) for those expenditures and must not have previously received grant funds or donations for those expenditures.

Allocation for the Program: CARES ACT funding will be provided for this Program in an amount to be determined based on a percentage of allocated and available PBC CARES ACT funds.

Assistance Offered: Municipalities must submit their funding reimbursement requests to PBC in accordance with the rules of the Program; and, reimbursements will be provided based on the overall amount of funds requested relative to allocated and available PBC CARES ACT funds.

Eligibility:

- All 39 municipalities located in PBC are eligible to receive CARES ACT funding under this Program; and
- All expenditures must be related to the COVID- 19 virus and must have occurred between March 1, 2020 and ending October 31, 2020; and
- All COVID-19 related expenditures must not have been included in your municipality’s budget; and
- All requests for funding must be submitted to the PBC with appropriate backup documentation no later than December 1, 2020.
- Please note that if a municipality receives CARES ACT funds from PBC and the expenses are denied by the federal government, the municipality shall reimburse PBC for the CARES ACT funds received. Further, if a municipality receives funding for expenses previously reimbursed with PBC CARES ACT funds, the municipality shall reimburse PBC for the CARES ACT funds received.

Eligible Reimbursement Categories: Only the following COVID-19 related goods or services are eligible municipal expenditures for reimbursement with CARES ACT funding under the Program:

Testing:

- Testing Kits
- Infrastructure related to testing locations

Public Information:

- Signage for indoor security, sanitization and social distancing guidelines
- Signage for facility and park closures, electronic signage
- Rental items for closure instruction and security; signage, barricades and barriers

Safety Equipment:

- Touchless conversion equipment
- Plexiglas dividers and installation
- Disinfectant sprayers and fogger equipment and supplies

PPE:

- Masks, gloves
- Sanitizer, sanitizer stations, wipes
- Face shields
- First-responder PPE, testing or other eligible items

Technology:

- Laptops and printers purchased for remote employee workstations related directly to COVID-19
- Monitors, screens and other equipment used remotely or for social distancing at facilities
- VPN expenses for remote workers
- Zoom, WebEx and other licenses purchased specifically for virtual public meeting use

Required Documents Required for EACH Reimbursement Request

- Municipality must submit a fully executed invoice, the applicable purchase order or contract, a receipt marked “Paid” or cancelled check or another financial document that shows receipt and payment of the COVID 19 related expenditure.

Each submitted invoice must include a detailed breakdown of the costs incurred within each eligible reimbursement category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying each invoice must be an executed Coronavirus Relief Fund Certification and Invoice activity report:

1. A completed Municipal CARES ACT Reimbursement Certification:

- An individual authorized to submit reimbursement requests on behalf of the local government must certify by signing the attached Local Government Coronavirus Relief Funds Certification signifying that the items and costs listed therein are eligible expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 1, 2020, and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act.

2. A completed Invoice Activity Report (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF, and include the total amount of all previous reimbursement requests and the total amount of funds being requested in the current reimbursement request for each eligible reimbursement category.

- Include a detailed breakdown of the individual eligible expenditures reported by each eligible reimbursement category.

- Include a brief description of the use of the funds being requested for each eligible reimbursement category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency.

Incomplete or improperly prepared submissions may result in review and payment delays or denials. Municipalities shall maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate Program records, and making them accessible to PBC upon request.

Justification

- To support municipalities that have been affected by COVID-19 and have had limited funding options to cover expenditures relating to the COVID-19 pandemic.

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t • Completed applications will be processed in the order that they are received.

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MUNICIPAL CARES ACT REIMBURSEMENT CERTIFICATION

I, John D'Agostino am the Town Manager of Town of Lake Park _____
,
(First name, Last Name) (Administrative Title) (Municipal Name)

and I certify that:

1. I have the authority and approval from the governing body on behalf of the Municipality to request reimbursement from Palm Beach County (“PBC”) per contract number _____ from the allocation of Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) for eligible expenditures included on the corresponding invoice voucher for report period _____.

2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between PBC and the Municipality may become necessary.

3. I understand PBC will rely on this certification as a material representation in processing this reimbursement.

4. I certify the use of funds submitted for reimbursement under the PBC Municipal CARES ACT Reimbursement Program were used to cover only those costs that:

- a. Are eligible expenditures as defined by the PBC Municipal CARES ACT Reimbursement Program; and
- b. Were not accounted for in the municipal budget most recently approved prior to March 1, 2020; and
- c. Were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.

5. I understand that the use of funds pursuant to this certification must adhere to the official guidance issued under the PBC Municipal CARES ACT Reimbursement Program on what constitutes an eligible expenditure. We have reviewed the guidance established by the U.S. Department of Treasury and PBC and certify that the costs meet the required guidance. Any funds expended by the municipality in any manner that does not adhere to official federal or local guidance shall be returned to PBC, and any funds denied by the US Treasury must be remitted back to PBC by the municipality.

6. I understand the municipality receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR S 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidelines). Such documentation may be subject to audit by the County Internal Auditor, PBC Inspector General and/or Federal Inspector General.

7. I understand any funds provided pursuant to this certificate cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. I understand funds received pursuant to this certification cannot be used for expenditures for which the municipality has received any other COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements herein are true and correct to the best of my knowledge.

John O. D'Agostino

Town Manager

Signature

Date

ATTACHMENT B
INVOICE ACTIVITY REPORT

Municipality:

Vendor	Invoice #	Amount Paid	Description
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(The invoice activity report template will be forwarded to you as an Excel document.)

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
INELIGIBILITY

TOWN certifies that:

(a) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, TOWN is required to verify that none of its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) TOWN must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that TOWN did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) TOWN agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C throughout the term of the Agreement. TOWN further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Agreement or of this Certification completed by its trade contractors, suppliers, subcontractors and sub-consultants.

TOWN

Name, (Title)

Date

ATTACHMENT D CERTIFICATION REGARDING LOBBYING

TOWN certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOWN certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, TOWN understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

TOWN

Name, (Title)

Date

INTERLOCAL AGREEMENT

This Interlocal Agreement is hereby entered into as of the 2nd day of **December 2020**, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the TOWN of Lake Park Florida a municipality located within Palm Beach County, hereinafter referred to as TOWN.

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, COUNTY declared a State of Emergency as a result of COVID-19, and the declaration has been extended through and beyond this date in accordance with applicable law; and

WHEREAS, the COUNTY has received CARES ACT funds from the federal government for the procurement of COVID-19 related goods and services; and

WHEREAS, the TOWN has made expenditures for COVID-19 related goods and services that have not been and are not going to be reimbursed from any CARES ACT funds or other grants or donations; and

WHEREAS, Palm Beach County has determined that it is in the public's best interest to reimburse the TOWN for their procurement and expenditure of COVID-19 related goods or services with CARES ACT funds received by the COUNTY; and

WHEREAS, the COUNTY has created a Municipal CARES ACT Reimbursement Program for the benefit of the TOWN and the general public; and

WHEREAS, COUNTY and TOWN desire to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. PURPOSE

The purpose of this Interlocal Agreement ("Agreement") is for the COUNTY to reimburse the TOWN for their procurement and expenditure for COVID-19 related goods or services in accordance with the Municipal CARES ACT Reimbursement Program ("Program"), which is attached hereto and incorporated herein as "Attachment A".

II. CONTRACT REPRESENTATIVES

The COUNTY'S representatives during the performance of this Agreement shall be Todd Bonlarron, Assistant County Administrator, telephone number (561) 355-4019 and Ed Chase, Intergovernmental Affairs Director, telephone number (561) 355-6266.

The TOWN's representatives during the performance of this Agreement shall be Lourdes Cariseo, Finance Director.

III. COMMENCEMENT OF INTERLOCAL AGREEMENT

This Agreement shall commence upon execution by both parties and shall terminate on December 31, 2020.

IV. RESPONSIBILITIES OF TOWN

The TOWN must fully comply with the COUNTY's Program as described below, including the requirements of Attachment A.

- A. All expenditures for which the TOWN will be seeking reimbursement from the COUNTY must have been made as a result of the COVID-19 virus and must have been procured and paid for between and including March 1, 2020 and October 31, 2020.
- B. All expenditures for which the TOWN will be seeking reimbursement from the COUNTY must not have been included in the TOWN's most recent budget approved prior to March 1, 2020.
- C. On or before December 1, 2020, the TOWN shall provide COUNTY with appropriate documentation, an executed Municipal CARES ACT Reimbursement Certification, and an Invoice Activity Report for all eligible items for which the TOWN is seeking reimbursement from COUNTY. The Invoice Activity Report is attached hereto and incorporated herein as "ATTACHMENT B".

V. PAYMENTS

Reimbursement made by the COUNTY to the TOWN under the Program will be provided based on the overall amount of funds requested relative to allocated and available COUNTY CARES ACT funds.

- A. If a TOWN receives CARES ACT funds from the COUNTY and the expenses are denied by the federal government, the TOWN shall reimburse the COUNTY for the CARES ACT funds received for the denied expenditure.
- B. If a municipality receives funding for expenses previously reimbursed with COUNTY CARES ACT funds, the TOWN shall reimburse the COUNTY for the CARES ACT funds received for those expenditures.
- C. Any and all payments made by the COUNTY to the TOWN under the Program are subject to availability of CARES Act funds.

RESPONSIBILITIES OF THE COUNTY

COUNTY shall review all eligible expenditures and documentation submitted by TOWN for the purpose of reimbursement. COUNTY shall reimburse TOWN for all eligible expenditures on or before December 30, 2020 or provide written denial of submitted expenditures for reimbursement.

VI. TERMINATION

Each Party may terminate this Agreement by serving a minimum fourteen (14) days prior written notice to the other Party.

VIII. PERSONNEL

TOWN ensures that its personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services described herein shall be performed by, or under the supervision of TOWN. TOWN shall ensure that all personnel engaged in performing the services set forth herein shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

IX. INSURANCE/INDEMNIFICATION

TOWN acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that it is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. User's self-insurance shall be primary with respect to any coverage maintained by the County.

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each party covenants to maintain sufficient general liability and workers' compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

TOWN further agrees, to the extent allowed by law and without waiving the right to sovereign immunity, to indemnify and holds harmless the Federal Government, its employees and/or contractors; the State of Florida, Division of Emergency Management, its employees and/or contractors from liability to third parties for claims asserted under this Agreement. This section shall survive the termination of this Agreement.

X. SUCCESSORS AND ASSIGNS

The COUNTY and TOWN each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor TOWN shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

XI. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or TOWN.

XI. CONFLICT OF INTEREST

TOWN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. TOWN further represents that no person having any such conflict of interest shall be employed for said performance of services.

TOWN shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that may be undertaken and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by TOWN. The COUNTY agrees to notify TOWN of its opinion as soon as is reasonably possible. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by TOWN, the COUNTY shall so state in the notification and TOWN shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

XIII. ARREARS

TOWN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. TOWN further warrants

and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

XIV. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by TOWN and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

XV. AUTHORITY TO PRACTICE

TOWN hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

XVI. SEVERABILITY

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

XVII. PUBLIC ENTITY CRIMES

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

XVIII. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

If sent to TOWN, notices shall be addressed to:

Lourdes Cariseo, Finance Director

535 Park Avenue

Lake Park, Florida, 33403

XIX. ENTIRETY OF AGREEMENT

The COUNTY and TOWN agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

XX. REGULATIONS; LICENSING REQUIREMENTS

The COUNTY and TOWN shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any other federal requirement now in effect or imposed in the future that apply to this Agreement. The COUNTY and TOWN are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

XXI. COUNTERPARTS

This Agreement, including any exhibits that may be referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. TOWN shall execute by manual means only, unless the COUNTY provides otherwise.

XXII. PUBLIC RECORDS, ACCESS AND AUDITS

TOWN shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or

annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at TOWN's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the COUNTY.

IF TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

TOWN shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507 and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions, including OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

XXIII. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

XXIV. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. TOWN, if prime subcontracts are to be let, shall take the Affirmative Steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XXV. CONFLICT OF INTEREST/GIFT POLICY

Conflict of Interest/Gift Policy.

1. **CONFLICT OF INTEREST:** Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the TOWN may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a TOWN contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

2. **ORGANIZATIONAL CONFLICT OF INTEREST:** If the vendor has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

GIFT POLICY: Notwithstanding any provision of the Ethics Code, no vendor or TOWN shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from TOWN or sub-providers

XXVI. INDEPENDENT PROVIDER RELATIONSHIP

TOWN is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Provider and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to TOWN's sole direction, supervision, and control. TOWN shall exercise control over the means and manner in which it and its employees perform the work, and in all respects TOWN's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Provider and not as employees or agents of the COUNTY. TOWN does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement.

XXVII. CONTINGENT FEE

TOWN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for TOWN, 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 TOWN, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXVIII. NON-DISCRIMINATION

1. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, TOWN warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
2. Equal Employment Opportunity. During the performance of this Agreement, TOWN agrees as follows:

TOWN will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscriminat

basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. TOWN shall comply with the Drug Free Workforce Act of 1988.

XXIX. DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, sub-provider, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

XXX. DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (Attachment C) is required at time of response submission. Upon request, TOWN agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-Providers and sub-consultants after Contract award. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such TOWN is required to verify that none of TOWN, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.935). TOWN must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that TOWN did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as sub-grantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. SCHOOL BOARD must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. TOWN further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXI. FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

XXXII. SCRUTINIZED COMPANIES

1. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

2. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to

F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by TOWN, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal.

XXXIII. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work or Program, including alterations, reductions therein, or additions thereto. Upon receipt by TOWN of the COUNTY's notification of a contemplated change, TOWN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect TOWN's ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs, in writing, TOWN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment, and TOWN shall not commence work on any such change until such written amendment is signed by TOWN and approved and executed on behalf of Palm Beach County.

XXXIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

TOWN agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

TOWN agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

TOWN agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

XXXV. SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

XXXVI. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

TOWN is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

XXXVII. PROCUREMENT OF RECOVERED MATERIALS

TOWN is to provide COUNTY with those goods designated by the Environmental Protection Agency ("EPA"), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 *or* where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

XXXVIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

TOWN acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to TOWN's actions pertaining to this contract. (31 U.S.C. Chapter 38).

XXXIX. FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from TOWN or sub-provider under the Agreement. (31 U.S.C. 3729).

XL. HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, TOWN shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

XLI. DRUG-FREE WORKPLACE

TOWN shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the TOWN'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.

4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Contract, the employee will abide by the terms of the statement and will notify the TOWN of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

XLII. AMERICANS WITH DISABILITIES (ADA)

TOWN shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and TOWN have executed this Agreement on the day and year written above.

**PALM BEACH COUNTY, FOR ITS
BOARD OF COUNTY
COMMISSIONERS**

By: _____
Verdenia C. Baker, County Administrator

**APPROVED AS TO
FORM AND LEGAL
SUFFICIENCY**

By: _____

County Attorney

**APPROVED AS TO
TERMS AND
CONDITIONS**

By: _____
Todd J. Bonlarron, Assistant County
Administrator

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and TOWN have executed this Agreement on the day and year written above.

WITNESS:

Signature

Name (type or print)

TOWN OF _

Signature

Name (type or print)

Title

Attachment A

Municipal CARES ACT Reimbursement Program

Purpose of the Program: This Program is designed to reimburse municipalities in Palm Beach County (“PBC”) that have made certain expenditures related to COVID-19. For reimbursement by PBC, the municipalities must not have previously received reimbursement from the Coronavirus Aid, Relief, and Economic Security Act (“CARES ACT”) for those expenditures and must not have previously received grant funds or donations for those expenditures.

Allocation for the Program: CARES ACT funding will be provided for this Program in an amount to be determined based on a percentage of allocated and available PBC CARES ACT funds.

Assistance Offered: Municipalities must submit their funding reimbursement requests to PBC in accordance with the rules of the Program; and, reimbursements will be provided based on the overall amount of funds requested relative to allocated and available PBC CARES ACT funds.

Eligibility:

- All 39 municipalities located in PBC are eligible to receive CARES ACT funding under this Program; and
- All expenditures must be related to the COVID- 19 virus and must have occurred between March 1, 2020 and ending October 31, 2020; and
- All COVID-19 related expenditures must not have been included in your municipality’s budget; and
- All requests for funding must be submitted to the PBC with appropriate backup documentation no later than December 1, 2020.
- Please note that if a municipality receives CARES ACT funds from PBC and the expenses are denied by the federal government, the municipality shall reimburse PBC for the CARES ACT funds received. Further, if a municipality receives funding for expenses previously reimbursed with PBC CARES ACT funds, the municipality shall reimburse PBC for the CARES ACT funds received.

Eligible Reimbursement Categories: Only the following COVID-19 related goods or services are eligible municipal expenditures for reimbursement with CARES ACT funding under the Program:

Testing:

- Testing Kits
- Infrastructure related to testing locations

Public Information:

- Signage for indoor security, sanitization and social distancing guidelines
- Signage for facility and park closures, electronic signage
- Rental items for closure instruction and security; signage, barricades and barriers

Safety Equipment:

- Touchless conversion equipment
- Plexiglas dividers and installation
- Disinfectant sprayers and fogger equipment and supplies

PPE:

- Masks, gloves
- Sanitizer, sanitizer stations, wipes
- Face shields
- First-responder PPE, testing or other eligible items

Technology:

- Laptops and printers purchased for remote employee workstations related directly to COVID-19
- Monitors, screens and other equipment used remotely or for social distancing at facilities
- VPN expenses for remote workers
- Zoom, WebEx and other licenses purchased specifically for virtual public meeting use

Required Documents Required for EACH Reimbursement Request

- Municipality must submit a fully executed invoice, the applicable purchase order or contract, a receipt marked “Paid” or cancelled check or another financial document that shows receipt and payment of the COVID 19 related expenditure.

Each submitted invoice must include a detailed breakdown of the costs incurred within each eligible reimbursement category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying each invoice must be an executed Coronavirus Relief Fund Certification and Invoice activity report:

1. A completed Municipal CARES ACT Reimbursement Certification:

- An individual authorized to submit reimbursement requests on behalf of the local government must certify by signing the attached Local Government Coronavirus Relief Funds Certification signifying that the items and costs listed therein are eligible expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 1, 2020, and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act.

2. A completed Invoice Activity Report (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF, and include the total amount of all previous reimbursement requests and the total amount of funds being requested in the current reimbursement request for each eligible reimbursement category.

- Include a detailed breakdown of the individual eligible expenditures reported by each eligible reimbursement category.

- Include a brief description of the use of the funds being requested for each eligible reimbursement category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency.

Incomplete or improperly prepared submissions may result in review and payment delays or denials. Municipalities shall maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate Program records, and making them accessible to PBC upon request.

Justification

- To support municipalities that have been affected by COVID-19 and have had limited funding options to cover expenditures relating to the COVID-19 pandemic.

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MUNICIPAL CARES ACT REIMBURSEMENT CERTIFICATION

I, **Michael O'Rourke** am the **Mayor** of **Town of Lake Park**,
(First name, Last Name) (Administrative Title) (Municipal Name)

and I certify that:

1. I have the authority and approval from the governing body on behalf of the Municipality to request reimbursement from Palm Beach County ("PBC") per contract number **561-881-3300** from the allocation of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding invoice voucher for report period **March 1, 2020 – October 31, 2020**.

2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between PBC and the Municipality may become necessary.

3. I understand PBC will rely on this certification as a material representation in processing this reimbursement.

4. I certify the use of funds submitted for reimbursement under the PBC Municipal CARES ACT Reimbursement Program were used to cover only those costs that:

- a. Are eligible expenditures as defined by the PBC Municipal CARES ACT Reimbursement Program; and
- b. Were not accounted for in the municipal budget most recently approved prior to March 1, 2020; and
- c. Were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.

5. I understand that the use of funds pursuant to this certification must adhere to the official guidance issued under the PBC Municipal CARES ACT Reimbursement Program on what constitutes an eligible expenditure. We have reviewed the guidance established by the U.S. Department of Treasury and PBC and certify that the costs meet the required guidance. Any funds expended by the municipality in any manner that does not adhere to official federal or local guidance shall be returned to PBC, and any funds denied by the US Treasury must be remitted back to PBC by the municipality.

6. I understand the municipality receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR S 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidelines). Such documentation may be subject to audit by the County Internal Auditor, PBC Inspector General and/or Federal Inspector General.

7. I understand any funds provided pursuant to this certificate cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. I understand funds received pursuant to this certification cannot be used for expenditures for which the municipality has received any other COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements herein are true and correct to the best of my knowledge.

Printed Name

Signature

Title

Date

ATTACHMENT B
INVOICE ACTIVITY REPORT

Municipality:

Vendor	Invoice #	Amount Paid	Description
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(The invoice activity report template will be forwarded to you as an Excel document.)

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
INELIGIBILITY

TOWN certifies that:

(a) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, TOWN is required to verify that none of its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) TOWN must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that TOWN did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) TOWN agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C throughout the term of the Agreement. TOWN further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Agreement or of this Certification completed by its trade contractors, suppliers, subcontractors and sub-consultants.

TOWN

Name, (Title)

Date

ATTACHMENT D
CERTIFICATION REGARDING LOBBYING

TOWN certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOWN certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, TOWN understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

TOWN

Name, (Title)

Date

Municipality:

TOWN OF LAKE PARK

	Vendor	Invoice #	Amount Paid	Description
111	WILSON-ROWAN LOCKSMITH	65677	1500.00	LOBBY DOOR LOCK
47	CINTAS CORPORATION	4049121129-1	105.00	;FOAM HAND SNT SVC-COVID-19
26	BUSINESS CARD	1599APR-2020	49.98	ADAPTERS-COVID-19
61	CUSTOM CLEANING	12006	1176.67	ADDITIONAL CLEANING/COVID-19/PBSO & PUBLIC WORKS
59	CUSTOM CLEANING	11914	1176.67	ADDITIONAL CLEANING/JUL-AUG AT PUBLIC WORKS & PBSO
10	BUSINESS CARD	0431JUL-2020	2199.00	ADULT PM2.5 ACTIVATED CARBON FILTER 5 LAYERS REPLACEMENT ANTI HAZE FILTER PAGER
31	BUSINESS CARD	1599AUG-2020	239.95	AMAZON/CAMERA/MIC FOR MEETING
32	BUSINESS CARD	1599JUL-2020	207.95	AMAZON/CAMERA/MIC FOR MTG
43	BUSINESS CARD	9019APR-2020	21.12	AMAZON/HAND SANITIZER
33	BUSINESS CARD	1599SEPT-2020	263.94	AMAZON/MIC FOR MEETING
22	BUSINESS CARD	0431JUN-2020	17444.73	AMAZON-COVID-19 VARIOUS PPE
18	BUSINESS CARD	0431JUL-2020	131.94	AMAZON-REPLACEMENT PARTS, ACTIVE CARBON FILTERS FOR MESH OR NEOPRENE MASKS
17	BUSINESS CARD	0431JUL-2020	499.50	ARESTECH SPORTS MASK QUANTITY 50
42	BUSINESS CARD	8363APR-2020	136.91	BEST BUY/MICE FOR LAPTOPS-COVID-19
94	SOUTH FLORIDA JANITORIAL	359583	47.55	BLEACH FOR DISENFECTING
98	UNIVERSAL MINUTEMAN	31203	804.09	BUSINESS ASSISTANCE LETTER
96	UNIVERSAL MINUTEMAN	31114	1059.77	BUSINESS ASSISTANCE MAIL-OUTS PLUS POSTAGE
64	DELL MARKETING	10429406422	343.95	CAMERA FOR LARGE TV FOR MEETINGS
71	JADE COMMUNICATIONS	10026801	801.08	CAT6 CABLES FOR TEMPERATURE TERMINAL IN TOWN HALL HALLWAY
73	LAWSON PRODUCTS	9307589517	784.73	CD FACE MASKS
110	VERTEKS CONSULTING	167322	75.00	CDD PHONES-COVID
97	UNIVERSAL MINUTEMAN	31154	2722.46	CENSUS REMINDER MAILOUT
65	EXPOSE YOURSELF	62975	677.00	CHAIR DIVIDERS-COVID-19
101	VERTEKS CONSULTING	163758	150.00	CHANGE EXTENSION-COVID-19
109	VERTEKS CONSULTING	166679	150.00	CHANGE MESSAGE IN CDD/COVID
105	VERTEKS CONSULTING	165038	75.00	CHANGE PHONE MESSAGE @ MARINA
103	VERTEKS CONSULTING	164455	150.00	CHG MARINA VOICEMAIL MESSAGE/COVID-19
87	QUILL CORPORATION	9591692	19.96	CLOROX DISINFECTANT WIPES
88	QUILL CORPORATION	9857732	19.96	CLOROX WIPES
104	VERTEKS CONSULTING	164456	75.00	CONFIGURE LIBRARY VOICEMAIL/COVID-19
100	VERTEKS CONSULTING	163752	225.00	CONFIGURING PHONES-COVID-19
57	CUSTOM CLEANING	11910	1176.67	COVID CLEANING SRV/JUN 6-JUL 5 2020
56	CUSTOM CLEANING	11790	1176.67	COVID CLEANING/MAY 6-JUN 5 2020/PBSO & PUBLIC WORKS
90	SIGNS OF PROGRESS	9051	65.00	COVID-19 SIGNS
55	CUSTOM CLEANING	11788	8223.00	DISINFECT SRVS/JUN 2020
60	CUSTOM CLEANING	12004	8858.00	DISINFECT TOWN LOCATIONS/AUG 2020
58	CUSTOM CLEANING	11911	10739.00	DISINFECTION CONTROL SRVS-CRA
54	CUSTOM CLEANING	11729	8608.00	DISINFECTION SRVS-COVID-19
35	BUSINESS CARD	5976JUL-2020	403.72	DISPLAY2GO-SOCIAL DISTANCE FLOOR STICKERS
36	BUSINESS CARD	5976JUL-2020	137.46	DISPLAYS2GO/BLUE STANCHION
37	BUSINESS CARD	5976JUL-2020	383.57	DISPLAYS2GO-SOCIAL DISTANCE FLOOR STICKERS
72	LAWSON PRODUCTS	9307582496	366.34	DISPOSABLE FACE MASKS-COVID-19
66	GRAINGER	9540663334	207.30	DISPOSABLE GLOVES/COVID-19

78	LOWE'S	2442	15.16
11	BUSINESS CARD	0431JUL-2020	116.90
24	BUSINESS CARD	0431SEPT-2020	189.80
5	AMAZON CAPITAL	1YGY-NXFG-C4JM;	50.97
25	BUSINESS CARD	0431SEPT-2020	141.60
85	QUILL CORPORATION	7223444	95.98
83	QUILL CORPORATION	7079517	50.96
50	CINTAS CORPORATION	4051021604-1	105.00
45	CINTAS CORPORATION	4047967228-1	105.00
46	CINTAS CORPORATION	4048588004-1	105.00
48	CINTAS CORPORATION	4049724062-1	105.00
51	CINTAS CORPORATION	4051665979-1	105.00
49	CINTAS CORPORATION	4050417942-1	105.00
52	CINTAS CORPORATION	4052223361-1	105.00
99	VERTEKS CONSULTING	163739	150.00
84	QUILL CORPORATION	7079545	50.96
69	HOME DEPOT PRO	553620733	478.80
74	LAWSON PRODUCTS	9307617145	858.80
3	AMAZON CAPITAL	173M-LMNG-7H6;	605.82
12	BUSINESS CARD	0431JUL-2020	932.50
13	BUSINESS CARD	0431JUL-2020	550.00
14	BUSINESS CARD	0431JUL-2020	478.00
7	BARBARA GOULD	JUN-2020;	126.67
62	DELL MARKETING	10386358210;PO:56114	124.69
93	SOUTH FLORIDA JANITORIAL	361949	246.56
92	SOUTH FLORIDA JANITORIAL	361949	611.56
77	LOWE'S	2300	20.01
76	LOWE'S	1702	988.99
81	LOWE'S	02560-1	53.15
27	BUSINESS CARD	1599APR-2020	49.99
28	BUSINESS CARD	1599APR-2020	349.00
95	STAPLES BUSINESS CREDIT	7309247289	52.79
86	QUILL CORPORATION	7934508	39.70
34	BUSINESS CARD	2847APR-2020	149.99
102	VERTEKS CONSULTING	163776	75.00
89	SHERWIN WILLIAMS	5002-4	59.26
108	VERTEKS CONSULTING	166214	150.00
91	SIGNS OF PROGRESS	9052	79.50
80	LOWE'S	02516-1	284.39
70	HOWARD TECHNOLOGY	:20-00895786;PO:56128	2430.00
4	AMAZON CAPITAL	17Y6-P96R-T9XJ;	70.09
67	GREAT AMERICAN	42913589	199.00
6	BARBARA GOULD	AUG-2020;	80.00
19	BUSINESS CARD	0431JUL-2020	21.99
15	BUSINESS CARD	0431JUL-2020	88.00
9	BUSINESS CARD	0431AUG-2020	129.60
21	BUSINESS CARD	0431JUL-2020	194.40

DURACELL BATTERIES
DUST FACE COVER WITH FILTERS
FACE COVERS
FACE MASK DISPENSERS
FACE MASKS
FACE MASKS
FACE MASKS/COVID-19
FOAM HAND SANTIZIER SRV-COVID-19
FOAM HAND SNT SRV/COVID-19
FOAM HAND SNT SRV-COVID-19
FOAM HAND SNT SRV-COVID-19
FOAM HAND SNT SRV-COVID-19
FOAM HAND SNT SRV-COVID-19
FOAM HAND SNT SVC-COVID-19
FOAM HAND SNT SVC-COVID-19
FURTHER CHANGES/COVID-19
HAND SANITIZER
HAND SANITIZER REFILLS-COVID-19
HAND SANITIZER WIPES
HAND SANITIZER-COVID-19
JIMLAN WITH 6 EXTRA ACTIVE CARBON FILTERS
JINLAN 1 WITH FILTER SPORTS FACE
JINLAN 1 WITH FILTER SPORTS FACE
JUN-2020;REIMBURSE INTERNET FEES
LOGITECH PRO WEBCAM
MASKS AND DISINFECTANTS
MASKS, PAPER TOWELS & GLOVES
MATERIALS FOR SNEEZE GUARD FOR CDD
MATERIALS FOR SNEEZE GUARD IN CDD
MATERIALS FOR SNEEZE GUARDS IN CDD
MICROSOFT-COVID-19
MIICROSOFT-COVID-19
NEWSPAPER/MAGAZINE POLY BAG/COVID RELATED
NITRILE GLOVES
OFFICE DEPOT/SCANNER
OUT OF OFFICE-COVID-19/TRANSFER TO ANOTHER NUMBER
PAINT FOR SNEEZE GUARD IN CDD
PHONE SYSTEM CHANGES HR & COMMUNITY PROMPTS-DUE TO COVID
PLAYGROUND SAFETY WARNING SIGN
PLEXIGLASS FOR SNEEZE GUARDS IN CDD
PO:56128;PAYABLE TO: HOWARD TECHNOLOGY SOLUTIONS
RECHARGEABLE BATTERIES
RED HAND SANITIZER SPRAY-COVID 19
REIMBURSE COMCAST INTERNET FEES FOR THE MONTHS OF JULY & AUG 2020
REPLACEMENT PARTS, ACTIVE CARBON FILTERS FOR MESH OR NEOPRENE MASKS
REUSABLE FACE BANDANAS
REXPRO HAND SANITIZER
REXPRO/HAND SANITIZER

53	CITI CARDS	6239-JUL2020	317.63
39	BUSINESS CARD	7544JUN-2020	859.42
40	BUSINESS CARD	7544JUN-2020	894.52
115	WM CORPORATE SERVICES	9869382-2241-1	80.78
112	WM CORPORATE SERVICES	8357064-1881-0	34653.02
116	WM CORPORATE SERVICES	9869385-2241-4	147.70
117	WM CORPORATE SERVICES	9869541-2241-2	26.93
114	WM CORPORATE SERVICES	9869366-2241-4	26.93
113	WM CORPORATE SERVICES	8357689-1881-4	648.66
8	BARBARA GOULD	SEPT-OCT2020	80.00
68	HOME DEPOT CREDIT CARD	4025667	19.92
38	BUSINESS CARD	7544JUL-2020	1173.83
41	BUSINESS CARD	7544JUN-2020	1425.90
79	LOWE'S	2494	35.88
107	VERTEKS CONSULTING	96-UNIVERSAL	75.00
106	VERTEKS CONSULTING	165631	75.00
44	CAN WE TALK? INC	19300	225.00
82	LOWE'S	02944-2	99.87
63	DELL MARKETING	10392422896;PO:56114	810.74
75	LOWE'S	1384	37.32
29	BUSINESS CARD	1599APR-2020	149.90

126,218.17

RING DOOR BELLS
SAFETY PRODUCTS/COVID-19
SAFETY PRODUCTS/COVID-19
SANITATION COVERAGE/COVID 19/APR 1-30 2020
SANITATION SERVICES/COVID 19
SANITATION SERVICES/COVID 19/APR 1-30 2020
SANITATION SERVICES/COVID 19/APR 1-30 2020
SANITATION SERVICES/COVID-19/APR 1-30 2020
SANITATION SRVS/850 OLD DIXIE-KELSEY IND
SEPT-OCT2020;INTERNET FEES/SEPT-NOV 2020
SHELF FOR COVID TESTING STATION
SHOP POP DISPLAYS/SNEEZE BARRIERS FOR COMMISSION CHAMBERS
SHOWCASES/PLASTIC SNEEZE GUARDS
SNEEZE GUARDS FOR CDD MATERIALS
STOP FORWARDING-881-3350/DUE TO COVID
TOWN MANAGER/DUE TO COVID
TRANSLATION OF PANDEMIC MEASURES
TRIM FOR SNEEZE GUARDS-CDD/COVID
ULTRASHARP MONITOR
ZEP PRO SPRAY BOTTLE
ZOOM SOFTWARE MEETINGS/COVID-19