

**RESOLUTION 52-10-20**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH STRATEGIC DEVELOPMENT INITIATIVES (SDI), INC. FOR PROFESSIONAL PUBLIC-PRIVATE (P3) CONSULTING SERVICES ASSOCIATED WITH THE REDEVELOPMENT OF THE LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town Manager has recommended to the Commission has selected Strategic Development Initiatives, Inc. (SDI) as its consultant to provide public-private (P3) consultant services for the Lake Park Harbor Marina; and

**WHEREAS**, Town Manager is recommending that the Town Commission approve the contract with SDI.

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

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the contract between the Town and Strategic Development Initiatives, Inc., a copy of which is attached hereto and incorporated herein as “**Exhibit A**”

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

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	/	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	/	—
COMMISSIONER ERIN FLAHERTY	/	—
COMMISSIONER JOHN LINDEN	/	—
COMMISSIONER ROGER MICHAUD	/	—

The Town Commission thereupon declared the foregoing Resolution No. 52-10-20 duly passed and adopted this 7 day of October, 2020.

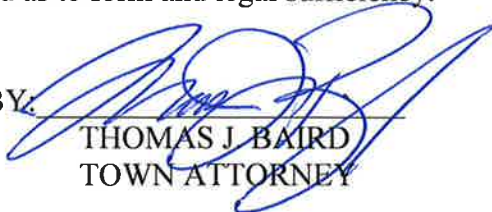
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J BAIRD  
TOWN ATTORNEY



## **EXHIBIT "A"**

### **CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

THIS CONTRACT for professional consulting services contract (Contract), associated with the potential public-private redevelopment of the Lake Park Harbor Marina is made this \_\_\_\_ day of October, 2020, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the ("the Town") and Strategic Development Initiatives, Inc., a State of Florida Corporation, FEID Number 65032003, hereinafter designated as ("the CONSULTANT").

#### **WITNESSETH THAT:**

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

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

WHEREAS, the TOWN solicited proposals from qualified firms pursuant to the Town's procurement procedures through a competitive Request for Qualifications (RFQ) process to solicit from firms proposals to provide professional consulting services to assist the Town in the redevelopment of the Lake Park Harbor Marina as a "Qualifying Project" (Project) as that term is defined in § 255.065(1)(i), Fla. Stat.; and

WHEREAS, the CONSULTANT will be responsible for assisting and advising the TOWN regarding all such aspects of § 265.065, Fla. Stat., the TOWN deems appropriate and necessary, including but not limited to, evaluating procurement procedures, the Project qualification process, the negotiation of interim and comprehensive agreements with a selected private entity, and the financing of the Project; and

WHEREAS, the CONSULTANT is qualified and willing to provide the professional consulting services enumerated herein and as set forth in § 265.065, Fla. Stat.; and

WHEREAS, the Town Commission selected the CONSULTANT to provide the professional consulting services enumerated herein and as set forth in § 265.065, Fla. Stat. to the TOWN; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget for the funding of professional consulting services set forth in the Scope of Services set forth in Section 1 of this CONTRACT; and

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

## **SECTION 1. SCOPE OF SERVICES AND PERFORMANCE:**

**1.1** The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide the professional consulting services outlined in RFQ No. 105-2020, a copy of which is incorporated herein by reference.

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

**1.3** The services and compensation associated with the CONSULTANT'S services for Phase I of the potential public-private redevelopment of the Marina is set forth in **Exhibit 1**, attached hereto and incorporated herein.

**1.4** The Scope Services to be rendered by the CONSULTANT for Phases II and III shall be at the option of the TOWN and shall be set forth in one or more amendments to the Contract. The CONSULTANT'S compensation for the scope of services and compensation for subsequent Phases shall be subject to the Commission's approval of an exact scope of services and the Commission's appropriation of funds during the fiscal year in which the services are to be rendered.

**1.5** The CONSULTANT shall keep the Town Manager and any other identified representatives of the Town fully informed, at all times, of its activities in the performance of the Scope of Services.

**1.6** All services performed by the CONSULTANT shall be to the satisfaction of the Town Manager, who shall decide all questions, difficulties or disputes of any nature whatsoever that may arise pursuant to the Contract. The Town Manager's determination as to any questions, difficulties or disputes regarding the CONSULTANT'S fulfillment of the services hereunder, including the character, quality, amount and value of the services rendered shall be final and binding upon the CONSULTANT.

**1.7** Any adjustments to the scope of services, compensation and/or the term in which the services are to be performed shall be the subject of a written amendment to the Contract.

**1.8** All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Contract, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the Town upon completion or termination of the Contract, without restriction or limitation on their use. All the CONSULTANT'S work in progress, or draft documents during the term of this Contract shall be made available to the Town, upon request. The parties hereto acknowledge that upon delivery to the Town of any of said work in progress or draft documents provided by the Town shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.

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

**2.1** A retainer of \$30,000 shall be paid to the CONSULTANT within seven days of the execution of the Contract. The CONSULTANT shall submit monthly invoices for compensation, pursuant to the schedule provided in “**Exhibit 1**”. The invoice shall include a detailed breakdown of the services rendered, specifically indicating each task performed, the person performing the task, and the time allocated by each person in performing the task. The services provided in the monthly invoices shall first be billed against the initial \$30,000 retainer until it is exhausted.

**2.2** TOWN shall pay CONSULTANT within 30 calendar days of its receipt of CONSULTANT’s monthly invoices. To be deemed proper, all invoices shall demonstrate the work completed in accordance with the Scope of Services. The Town may withhold payment for the CONSULTANT’S failure to comply with any term, condition, or requirement of this Contract.

**2.3** Notwithstanding any provisions of this Contract to the contrary, the TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of CONSULTANT’S inadequate work as determined by the TOWN; or from loss due to fraud based upon reasonable evidence. Upon the TOWN’S resolution of the basis for its withholding of a payment, the TOWN shall make payment. The TOWN is not required to pay any interest on the amount withheld.

## **SECTION 3. TERM OF THE CONTRACT**

The TERM OF CONTRACT shall commence on the date that is fully executed by all parties and shall end June 30, 2021.

## **SECTION 4. TERMINATION**

**4.1** This Contract may be terminated without cause or for convenience by the TOWN for any reason, or no reason at all, upon 90 calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for all work completed and approved by the TOWN through the date of the written notice of termination from the Town. Under no circumstances shall TOWN make payment for services that have not been performed.

**4.2** This Contract may be terminated for cause by either party upon five calendar days’ written notice to the other party. Termination for cause shall mean that a party has failed to substantially performed in accordance with its material terms of the Contract, or in the event of a default of the Contract as described in Section 5.

**4.3** In the event CONSULTANT abandons this Contract or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against its losses pertaining to the termination, including, but not limited to, the Town’s reasonable administrative and legal costs incurred should the TOWN elect to procure and retain another consultant.

**4.4** TERMINATION- This Contract may be terminated by the TOWN upon five calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least 10 business days before any such change in ownership of CONSULTANT.

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

## **SECTION 5. DEFAULT**

**5.1** An event of default shall mean the following:

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

**5.2** In the event CONSULTANT fails to comply with a material provision of this Contract, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT 15 calendar days to cure the default. If the CONSULTANT fails to cure the default, the CONSULTANT shall only be entitled to compensation for any services which have been completed to the satisfaction of the TOWN, minus any damages incurred by the TOWN. In the event payment has been made for any professional services not completed, the CONSULTANT shall return these sums to the TOWN within 10 days after its receipt of written notice from the TOWN of the sums due. Nothing herein shall limit the TOWN's right to terminate for convenience or without cause at any time as set forth herein.

**5.3** In the event of a default by the CONSULTANT, it shall be liable for all damages resulting from the default.

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

## **SECTION 6. STATUS REPORTS AND UPDATES**

On or before the first day of every month, the CONSULTANT shall prepare and deliver to the Town Manager a status reports showing its performance of the scope of services set forth in "Exhibit 1".

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

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

## **SECTION 8. DRUG FREE WORKPLACE**

CONSULTANT shall maintain a Drug Free Workplace.

## **SECTION 9. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Contract. The services provided by CONSULTANT shall be by employees of the CONSULTANT and subject only to its supervision. CONSULTANT shall be responsible for the enforcement of its personnel policies, the payment of its employees or sub-consultants, if any, the payment of any applicable taxes, FICA, social security, health insurance, pension or any other benefits for the CONSULTANT'S employees who render servic under this Contract.

## **SECTION 10. ASSIGNMENT**

Neither this Contract, nor any services to be performed herein, shall be assigned, transferred or otherwise delegated to others including sub-consultants by CONSULTANT, without the prior written consent of the Town Manager.

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

**11.1** CONSULTANT shall not perform any services for any municipality that is contiguous to the TOWN, unless approved by the Town Manager.

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

## **SECTION 12. INDEMNIFICATION/HOLD HARMLESS**

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

**12.2** CONSULTANT acknowledges that as part of this Contract specific and separate consideration has been paid for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth herein.

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

## **SECTION 13. REPRESENTATIVES OF THE TOWN AND THE CONSULTANT**

**13.1** It is recognized that questions in the day-to-day performance of this Contract may arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed. CONSULTANT designates **Don DeLaney** as the representative of CONSULTANT to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed.

**13.2** The Town Manager shall have the right to require CONSULTANT to change any personnel working on this Contract upon providing CONSULTANT with a 10 day written notice. Such requests for changes in personnel shall be submitted to the CONSULTANT in writing, and shall not be made by the Town Manager unreasonably or arbitrarily.

## **SECTION 14. COSTS AND ATTORNEY'S FEES**

If either TOWN or CONSULTANT is required to enforce the terms of this Contract by legal action, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.



## **SECTION 15. NOTICES**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered, or by email or facsimile transmission, addressed to the party for whom it is intended, and proof of receipt. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

**FOR CONSULTANT:** Don Delaney  
Strategic Development Initiatives, Inc.  
9503 SE Saturn Street  
Hobe Sound, Florida 33455  
Phone: 772-233-0712/305-778-5516

**FOR TOWN:** John O. D'Agostino, Town Manager  
Town of Lake Park  
535 Park Avenue, Lake Park, Fl. 33403  
Tel. (561) 881-3304 Fax. (561) 881-3314

**With Copy to:** Thomas J. Baird, Esquire  
Town Attorney  
c/o Town of Lake Park  
535 Park Avenue, Lake Park, FL 33403  
Tel. (561) 650-8233

## **SECTION 16. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE**

**16.1** Any "Data" defined as written reports, studies, drawings, graphic, electronic, chemical or mechanical representations, specification, designs, models, photographs, computer CADD discs, surveys developed or provided in connection with this Contract shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Contract.

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

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

Sub-consultants, if needed, shall be subject to the prior written approval of the Town Manager.

## **SECTION 18. COMPLIANCE WITH LAWS**

CONSULTANT shall fully obey and comply with all federal, state, county, and town laws, administrative regulations or rules, which are or shall become applicable to the services performed under the terms of this Contract.

## **SECTION 19. TRUTH-IN NEGOTIATIONS CERTIFICATE**

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

## **SECTION 20. OWNERSHIP OF DOCUMENTS**

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

## **SECTION 21. AUDIT AND INSPECTION RIGHTS**

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

**21.2** The TOWN may, at reasonable times during the term hereof, and any supplemental contract terms, inspect CONSULTANT's RECORDS, as the TOWN deems reasonably necessary, to determine whether the services provided by CONSULTANT under this Contract conform to the terms of this Contract. CONSULTANT shall make available to the TOWN all records related to this Contract and provide assistance to facilitate the performance of inspections by the TOWN's representatives.

## **SECTION 22. WARRANTIES OF CONSULTANT**

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

**SECTION 23. NO CONTINGENT FEES**

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

**SECTION 24. GOVERNING LAW; VENUE**

This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue of any action to enforce this Contract shall be in Palm Beach County, Florida.

**SECTION 25. HEADINGS**

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

**SECTION 26. SEVERABILITY**

If any provision of this Contract or the application thereof to any person or situation shall, to any extent by held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and may be enforced to the fullest extent permitted by law.

**SECTION 27. CONFLICT**

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

**SECTION 28. SURVIVAL OF PROVISIONS**

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

**SECTION 29. ENTIRE CONTRACT**

**29.1** This Contract and its attachments constitute the entire contract between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

### **SECTION 30. PUBLIC RECORDS**

The CONSULTANT is required to:

**30.1** Keep and maintain public records required by the Town to perform the service.

**30.2** Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

**30.3** Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the CONSULTANT does not transfer the records which are part of this Contract to the Town.

**30.4** Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT; or keep and maintain the public records associated with the services provided for in the Contract. If the CONSULTANT transfers all public records to the Town upon completion of the term of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the CONSULTANT keeps and maintains public records upon completion of the term of the Contract, the CONSULTANT shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

**30.5** IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

### **SECTION 31. WAIVER**

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

**SECTION 32. AMENDMENTS**

The parties contemplate that there will be additional professional consulting services to be performed by the CONSULATNAT. The additional services shall be set forth in an written amendment to this Contract, which shall include a Scope of Services and the terms of the compensation for these services. It is specifically contemplated that should a developer be selected for the Qualifying Project, the compensation for the CONSULTANT shall be the responsibility of the private entity that is the subject of an agreement with the TOWN. The private entity's compensation of the CONSULTANT is specifically authorized by § 255.065, Fla. Stat.

ATTACH AS "Exhibit 1" --- Scope of Work and Benchmarks

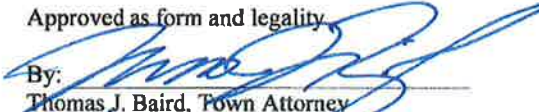
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature:

DATED this 7 day of October, 2020. TOWN OF LAKE PARK, through its  
Town Commission

ATTEST:

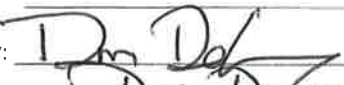
By:   
Michael O'Rourke, Mayor

  
Vivian Mendez, Town Clerk

Approved as form and legality  
By:   
Thomas J. Baird, Town Attorney  
7<sup>th</sup> day of OCT, 2020



(CONSULTANT)

By:   
Print Name: DAN DELANEY  
Dated this 12 day of OCTOBER, 2020

Witness:   
Print Name: Nodia Di Tommaso

## **EXHIBIT 1 - Scope of Work and Benchmarks**

### **1. Site Analysis (30 day process) – Compensation \$30,000**

- a. Perform due diligence on the subject site, including, but not limited to an evaluation of the suitability of the existing future land use designations and zoning districts of the properties (hereinafter, collectively “the Property”) which are the subject of the development and/or redevelopment of the Project (understanding that the amendments for the parking lot areas were recently adopted and are likely fully suitable). To the extent the Project may require the amendment of an existing land use designation or zoning district, the CONSULTANT shall make such recommendations as are necessary to accomplish the same.
- b. Analysis of the obligations of the Town pursuant to its Interlocal Agreement with Palm Beach County, as amended, and to the extent necessary make recommendations to any further amendments which may be necessary to facilitate the public-private re-development of the Marina.
- c. Review and analyze the opinion of title pertaining to the Marina Deeds, including the provisions which provide for the marina properties to revert to the state. To the extent necessary, engage the appropriate state agency staff to identify what agreements and/or other amendments to the deed restrictions of the Marina properties with the state may be necessary in order to address the deed restrictions and develop the Project on the Property.
- d. Review all other property development restrictions or regulations which present a preexisting barrier of development and work with the Town to fully resolve any preexisting barriers to development]
- e. Research financial options ahead of the creation of a comprehensive agreement with a private entity to ensure the solicitation package is not only viable, but enticing to a development partner.
- f. At the end of 30 days the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..

### **2. Comprehensive Agreement with Private Entity (45 day process) - Compensation \$30,000**

- a. Work with the Town Attorney to identify the key elements to be included in a Comprehensive Agreement and ensure that the Town is able to maximize its return on investment of its property as part of the Project.
- b. Identify potential incentives to include in the Comprehensive Agreement.
- c. Provide the Town Attorney with additional supplemental data to be included with the Comprehensive Agreement including graphics.
- d. Write a competitive package (that shall be subject to the statutory requirements of § 2) that takes into account the Town’s economic development goals, existing regulations, and the contractual obligations of the Interlocal Contract.
- e. At the completion of the site analysis and preparation of a Comprehensive Agreement, the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..

### **3. Market and Coordinate P3 Meetings with Interested Developers (30-45 day process) - Compensation \$30,000**

- a. Market the opportunity to develop the TOWN'S parking lot and Marina properties as part of a potential public-private Qualifying Project. Inform developers on criteria and required documentation for P3 meeting discussions.
- b. Develop a Request for Proposals for private entities.
- c. At the end of 90 days, the CONSULTANT shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..]

**4. Evaluate Private Entity responses with Town Manager, Community Development, Marina and Town Attorney (30-45 day process) - Compensation \$30,000.**

- a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
- b. Assess the respondent's ability to meet their obligations as set forth in the RFP.
- c. Confirm the proposals that are responsive to the RFP.
- d. As part of a Selection Committee, rank the responses to the RFP and develop a recommendation to be presented to the Town Commission.

**5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (60 day process) – Compensation each 30 days at \$30,000 for 2 months for a total of \$60,000.**

- a. Coordinate private entity presentation before the Town Commission and negotiate with the selected private entity on the Town's behalf.
- b.. After negotiation with the private entity selected by the Commission, SDI shall deliver a draft contract for the Town Attorney's review. The draft contract shall include key project benchmarks, a project timetable, and budget for the Comprehensive Agreement.
- c. Assess the contract for potential deficiencies.
- d. Subject to direction from the Town Commission, and subject to the Town Attorney's legal review, finalize the Comprehensive Agreement with the selected private entity developer for final approval.

ESTIMATED TOTAL TIMEFRAME: 6-7.5 months. Timeframes for each task set forth in Exhibit 1 hereinabove shall depend upon the challenges presented given the complex and detailed tasks. TOTAL FEE: \$180,000.

*SDI Proposal as a reference to follow...*





RFQ 105-2020

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*Florida-Based Experts*

*Expert in Florida's Unique P3  
and  
Redevelopment Laws*

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Proposal in Response to Town of Lake Park  
RFQ 105 -2020

Submitted by

Don DeLaney, President  
Strategic Development Initiatives, Inc.  
9503 SE Saturn Street  
Hobe Sound, FL 33455  
772-233-0712

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# Proposal Submission Form

Required Attendance Signature Form Transmittal Letter



PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Strategic Development Initiatives, Inc. (SDI)

Street Address: 9503 SE Saturn Street, Hobe Sound, Florida 33455

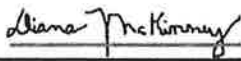
Mailing Address (if different from Street Address):

Telephone Number(s): 772-233-0712 and 305-778-5516

Fax Number (s): ...N/A.,.....

Email Address: diana.mckinney473@yahoo.com

Federal Employer Identification Number:           6 5 0 3 2 0 0 3 5 \_\_\_\_\_

Signature: 

(Signature of authorized agent)

Print Name: Diana McKinney Title: Vice President

Date: January 9, 2020

*By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract.*

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON- RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL**

**THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOACLLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**



ADDENDUM NO. 1

**Request for Statement of Qualifications (RFQ#105-2020) for  
Consulting Services to Engage a Consultant Experienced in Public-  
Private (P3) Mixed-Use Development (short title)**

TOWN OF LAKE PARK RFQ NO. 105-2020

Each recipient of the Addendum No. 1 to the RFQ who responds to the RFQ acknowledges all of the provisions set forth in the RFQ and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the RFQ documents for the following RFQ No. 105-2020:

*Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.*

**Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings:**

**Friday, February 14, 2020 at 10:00am**

**Friday, March 6, 2020 at 10:00am**

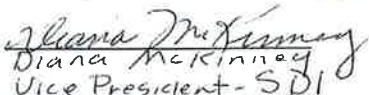
**Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.**

Offerors must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the RFQ document and therefore, must be executed. Failure to return this addendum with your submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
February 6, 2020

Signed By:   
Vivian Mendez, CMC  
Town Clerk

Bidder:

Signed By:   
Print Name: Diana McKinney  
Vice President - SDI

Title: \_\_\_\_\_  
Date: 3-14-20

Date:

End of Addendum #1



Don DeLaney, President

Strategic Development, Inc.  
9503 SE Saturn Street  
Hobe Sound, Florida 33455  
Phone: 772-233-0712/305-778-5516  
[Ddelaney1313@icloud.com](mailto:Ddelaney1313@icloud.com)  
[Dmckinney473@yahoo.com](mailto:Dmckinney473@yahoo.com)

March 17, 2020

Town of Lake Park:

SDI is pleased to submit our proposal in response to the Town of Lake Park RFQ 1052020.

Our staff has extensive experience with Public/Private Partnerships, from both the governmental entity perspective and from the developer's vantage point. SDI's principal, Don DeLaney, is directly engaged in each project we undertake. Our competition presents themselves as serving in a "support" role or state they shall provide "analysis". We shall take responsibility to deliver a fully completed successful project and serve as the lead for all three phases – A to Z.

SDI's unique multi-skilled team is well suited in implementing the goals of this RFQ. Unlike the large non-specialized firms we often compete with, SDI does not focus upon the volume of clients as the measure of success.

In the firm's 28-year history, every project deadline has been met, and every task has been completed under budget. We understand the demanding schedule required by the Interlocal Agreement, the importance of successfully redeveloping all four marina area properties in order to relieve the pressure placed on the ad valorem millage rate, and commit to representing only the Town of Lake Park's interest during this entire undertaking. We have listened to what your Mayor and Commission have said. We understand what is required.

We look forward to serving the Town of Lake Park in its goal to improve and redevelop a rare town owned waterfront jewel.

Sincerely,

*Don DeLaney*

Don DeLaney, President

## SECTION 1

# What Makes SDI Different



We have prepared a comparative analysis chart that identifies what we believe represent unique and valuable traits, experience, and key factors of comparison that distinguish SDI in contrast to its potential competitors.

We hope this point-by-point delineation shall be of value.

# COMPETITIVE COMPARISON

SDI	Competitors
<p>1</p> <p>SDI/Mr. DeLaney shall provide a non-compete clause that assures and protects the interest and success of the Town of Lake Parks project. This commitment shall be incorporated into the Continuing Services Contract. Other firms shall retain the right to “shop” deals and developers that further their own profit-driven interest even if at the expense of securing the most suitable P3 Partner to support the Town's goals.</p> <p>SDI is the only firm that shall make this assurance to the Town of Lake Park. Mr. DeLaney owns SDI entirely and as CEO can make this binding commitment.</p>	<p>Comparable Assurances:</p> <p><b>NO</b></p>
<p>2</p> <p>SDI/Mr. DeLaney is a court-recognized expert in Florida's extensive and unique arena of redevelopment law, public finance and community development.</p>	<p>Comparable Experience:</p> <p><b>NO</b></p>



<p>3</p> <p>SDI/Mr. DeLaney has served as the appointed representative of the State of Florida in numerous Chapter 120 Administrative Law Hearings. Mr. DeLaney won every case. He was also appointed to serve as a Hearing Officer (Magistrate) for a Chapter 120 dispute. This important and unique experience and expertise regarding the conflict dispute process between multiple government entities is an asset regarding potential and likely disputes that may arise as the P3 Partnership moves through the entirety of the process to completion. In an undertaking this complex there may be disputes or efforts by affected parties that must be resolved in a timely and non-litigious manner.</p>	<p>Comparable Experience <b>NO</b></p>
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<p>SDI</p>	<p>Competitors</p>
<p>4</p> <p>As a political appointee under the former Governor Graham administration, SDI/Mr. DeLaney has served in a professional staff capacity regarding numerous issues that have gone before the Governor and Cabinet in their capacity as the TIITF and LWAC. All Marina issues related to the riparian rights of the Town and/or P3 Partnership, submerged lands, marina reconfiguration and required permitting shall be required to receive a positive ruling and approvals from the Governor and Cabinet in the aforementioned capacities. Mr. DeLaney has this unique and valuable experience</p>	<p>Comparable Experience: <b>NO</b></p>

5

SDI/Mr. DeLaney can fully commit to maximum availability upon short notice as part of a continuing services Contract. This shall allow Mr. DeLaney to meet personally with representatives of development entities, and capital/investment managers. Our immediate proximity and contract structure eliminates the uncertainty of additional fees or travel expenses being charged to the Town. It is estimated the average cost of a single overnight visit by an out-of-state firm would be approximately \$1000 per visit.

SDI/Mr. DeLaney expects in-person appearances, attendance at staff meetings, work sessions, interviews, marketing outreach and attendance at public hearing workshops or any appearances requested by the Mayor and Commission shall be a minimum of 8 times per month. The travel cost to the public would be in excess of \$50,000 annually above and beyond the negotiated continuing services contract **if an out of state firm is selected.**

Comparable Assurance: **NO**

SDI

Competitors

<p>6</p> <p>SDI/Mr. DeLaney personally possesses a unique combination of multi-national experience in the arenas of securing development financing, negotiating mezzanine capital instruments, securing development permits, <b>and oversight responsibilities for the entire construction phase of the project.</b> The Florida based highly successful example of this experience is the Amrit/Creative Choice Flagship project which is a 1 million square foot mixed-use project with a market valuation of a third of a billion dollars. This successful project can be viewed from the Town Marina.</p> <p>Without mezzanine financing it is highly unlikely that any private entity shall take on this risk associated with this project. Mezzanine financing can only be secured by earning a high degree of confidence in the private sector risk/reward analysis. Mr. DeLaney has documented success in this arena.</p>	<p>Comparable Experience: <b>UNKNOWN</b></p>
<p>7</p> <p>SDI/Mr. DeLaney was appointed by former Governor and US Senator Lawton Chiles to serve as his envoy to lead the redevelopment of the South Dade Region in the aftermath of Hurricane Andrew. At the time, Hurricane Andrew was the most devastating natural disaster in the history of the United States, only surpassed by Hurricane Katrina in 2005. As the Governor's envoy, Mr. DeLaney's was tasked with creating a CRA, preparing the Redevelopment Plan, serving in an advocacy role to secure all approvals for the CRA. He also secured a \$54 million appropriation from Congress, approved by President Clinton. Mr. DeLaney also headed the Bond Team, a public/private initiative which successfully raised \$4.8 million utilizing the TIF mechanism that was established as part of the new CRA as the debt instrument pledge of payment.</p> <p>In the 5 years serving in this capacity he successfully negotiated and implemented private redevelopment in partnership with public resources too numerous to list. He was successful in redeveloping and rebuilding the total economy of a city approximately 10 times the size of Lake Park. Please refer to the letter of recommendation from Former Governor</p>	<p>Comparable Experience: <b>NO</b></p>

<p>Lawton Chiles which specifically mentions the use of public/private partnerships.</p>	
<p>SDI</p>	<p>Competitors</p>
<p>8 SDI/Mr. DeLaney has never been sued by a client, missed a deadline, or exceeded budget on any project.</p>	<p>Comparable Assurance: <b>UNKNOWN</b></p>
<p>9 SDI/Mr. DeLaney served as the Executive Officer with the Amrit/Creative Choice Group for approximately 3 years. During that time he was charged with the responsibility of evaluation, analysis, market considerations and overall risk/reward recommendations in response to numerous P3 opportunities. In this capacity Mr. DeLaney served as the private sector counterpart to P3 offerings that are synonymous with the initiative to be undertaken by Lake Park.</p>	<p>Comparable Private Sector Experience at the Executive Level: <b>UNKNOWN</b></p>

<p>10</p> <p>Mr. DeLaney has unique banking experience and was a part owner and member of the original founding group of a privately held commercial bank and trust established by charter in the State of Florida. (Grand Bank and Trust) This Florida-based bank established branches and trust divisions in Palm Beach, Martin, St. Lucie and Indian River Counties. At the height of the bank's success, we sold the trust division to Harbor Branch Bank, and approximately 2 years later sold the commercial division to Seacoast Bank under a stock/capital option. Mr. DeLaney understands finance and investment capital requirements. This level of credibility in the private financial sector is extremely rare and <u>is a significant asset to the credibility of Lake Park's initiative.</u></p>	<p>Comparable Experience: <b>UNKNOWN</b></p>
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SDI	Competitors
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<p>11</p> <p>SDI/Mr. DeLaney commits to cap the Town of Lake Park's financial outlay for the continuing services Contract, (which shall likely cover 3 years with a standard 90 day notice clause) at \$375,000 (approximately \$125,000 per year through Final CO) <u>This represents an approximate 15 cents on the dollar expenditure in comparison to the \$2.5 million minimum public expenditure required to meet minimum engineering standards as identified in the Town's Marina Engineering report.</u></p> <p>All costs beyond the afore-mentioned capped amount shall be paid by the private sector partner <u>beginning in Phase II and increasing through Phase III of the A to Z development program.</u></p> <p><b>This shall be a condition of the P3 Contract negotiated with a development partner.</b></p>	<p>Comparable Assurance: <b>UNKNOWN</b></p>
<p>12</p> <p>SDI/Mr. DeLaney shall serve as the on-site Project Manager in the project construction office throughout Phase III of project completion. <b>This is part of our A to Z commitment. The on-site construction office shall be provided by the private developer as part of the negotiated Contract.</b></p>	<p>Comparable Assurance: <b>UNKNOWN</b></p>
<p>13</p> <p>SDI/Mr. DeLaney has established a long-term, professional relationship and positive reputation with multiple equity and capital investment entities. As part of the continuing services relationship Mr. DeLaney shall commit to only utilize these professional relationships to secure capital for Town of Lake Park P3 initiative. Mr. DeLaney has personally raised multiples of millions of dollars in investment and redevelopment capital. Ensuring the financial strength of this project is the most vital undertaking. All other permitting and construction issues can be managed within our control.</p>	<p>Comparable Assurance: <b>NO</b></p>

SDI	Competitors
<p>14</p> <p><b>As part of our P3 Portfolio experience, Mr. DeLaney served as the first Executive Director of the Riviera Beach CRA. He was appointed by the CRA Board and City Commission to lead all RFP/Q/Contract negotiations/proposals and all terms and contractual P3. A full P3 Marina development Contract was negotiated, prepared and approved by the CRA Board under Mr. DeLaney's leadership. This accomplishment mirrors the P3 and is an important experience as part of our portfolio. The selection process for a private partner shall be more timely and sophisticated, but equally transparent as the previous protocol.</b></p> <p><b>Subsequently the Riviera Beach City Commission voted 3-2 not to proceed. Mr. DeLaney resigned due to his frustration with the political instability of the Riviera Beach City Commission. During the next election cycle all 3 opposing Commission members were voted out of office. One was subject to an investigation by the Palm Beach County State Attorney's Office Public Crimes Unit.</b></p>	<p>Comparable Experience: <b>UNKNOWN</b></p>
<p>15</p> <p>As opposed to our out-of-state competitors, SDI/Mr. DeLaney understands that an out of state attorney cannot meet the requirements of being certified by the Florida Bar and is unlikely to possess expertise in Florida's unique laws pertaining to P3 and Development/Land Use laws. Out-of-state firms cannot provide this statement.</p>	<p>Comparable Assurance: <b>NO</b></p>

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The needs of the Town of Lake Park and realization of the Town's Mayor and Commission's publicly stated goals and vision shall be top priority for SDI/Mr. DeLaney. SDI/Mr. DeLaney has a 30-year career in serving both public and private clients in Florida. Mr. DeLaney's family roots in Florida extend to the late 1890's. This is our home. Major developers and financial entities recognize our reputation and credibility. We intend to extend that credibility to the Town of Lake Park exclusively.

Comparable Assurance:

**NO**



SECTION 2

## SDI Team Competency and Expertise



# SDI TEAM COMPETENCY AND EXPERTISE

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To maintain the highest standard of service to our clients, our firm has focused its practice on community redevelopment with emphasis on economic returns to our client communities. Our staff has extensive experience with Public/Private Partnerships, from both the governmental entity perspective and from the developer's vantage point. Mr. DeLaney has taken the lead responsibility to secure the necessary development rights and permits for projects ranging from single family homes to mixed use waterfront developments with final buildout exceeding one million square feet. These projects have all been Florida-based.

**SDI'S Principal, Don DeLaney, has spent the last three years as Executive Officer of a multi-national development firm. This firm is structured as the holding company for Creative Choice Homes, Etech, ImproSynergies, Oprimal Construction and Amrit Ocean Resort and Residences. As Executive Officer, Mr. DeLaney reported directly to the Founder and CEO of a 6,000 employee firm with operations in 3 countries. Mr. DeLaney has been responsible for risk reward analysis to determine viability of potential development investment, P3, and redevelopment opportunities throughout the North American continent. Mr. DeLaney has now returned to lead SDI, a P3 and Redevelopment Consulting firm he founded in February of 1992. We have included several P3 projects for which Mr. DeLaney was responsible for analysis and deciding upon a course of action. In each of the Florida-based P3 offerings by local governments he found the local entity and its consultants did not present a compelling case to convince him to engage in further discussion. We received a release from our non-disclosure Contract and can now include some additional insight into our role.**

**Mr. DeLaney understands what skills and reputation a P3 Project Representative must embody in order to be successful in recruiting a quality Development and Capital Investment Partner for Lake Park.**

Diana McKinney joins him again as Vice President. She has worked with SDI since 1998 and has served with Mr. DeLaney as a Special Assistant during part of his tenure with Amrit and Creative Choice Group.

SDI's principal, Don DeLaney, is directly engaged in each project we undertake. Our firm is careful not to overextend to ensure the highest level of expertise is consistently available throughout a project lifecycle. We shall be with you from start to finish.

Bill McConaghy has served as Project Economic Analyst since 2008 for SDI/Mr. DeLaney.

SDI Inc. is a unique Florida-based consulting firm that provides A to Z services for public redevelopment which include:

## **SERVICES INCLUDE:**

### Economic Development Services

- Economic evaluation of current area economic conditions and opportunities

- Economic stimulus analysis recommending potential funding resources for local governments, CRAs, and agencies
- Technical assistance and training for the public sector regarding economic and community development
- Local business incentive development
- Economic impact multiplier analysis
- Structuring public-private partnerships to achieve economic goals
- Negotiations with private sector developers

#### Financial Services

- Financial justification for support of development proposals
- Financial advisor to take capital instruments or credit facilities to market
- Tax Increment Financing (TIF) bond validation
- Tax Increment Financing (TIF)-revenue projections • Financial analysis of proposed public investment
- Budgeting and capital improvement calculations
- Project budget preparation
- Quantitative Analysis of Public Return on Investment

#### Real Estate Acquisitions & Development

- Land & property acquisition and disposition strategies
- Analysis of market realities, opportunities and restrictions
- Preparation of offering documents for development projects
- Experienced in commercial, multi-family, mixed-use and singlefamily underwriting asset and property management.
- Affordable housing policies and initiatives, including infill housing strategies utilizing public incentives
- Implementation of proposed acquisition and disposition strategies
- Development of partnerships with private equity funds and private investors
- Creation of new strategies for stalled developments in primary locations for both public and private benefit
- Recruiting of private sector investment and participation in desired public development projects
- Public presentations to legislative bodies and community groups • Review and amend possible Land Use, Zoning, Comprehensive Plan changes or amendments to promote desired redevelopment

- Create and implement new development and redevelopment incentives
- Project and permitting advocacy work to secure all necessary approvals ranging from local, county, state and federal requirements
- Contract management oversight and responsibilities to ensure compliance with negotiated terms and conditions **and mitigation and resolution of disputes.**
- Construction and on-site Project Management from the receipt of the first building permit to final certificate of occupancy. This experience includes conducting weekly construction management oversight sessions to ensure benchmarks are being met. This responsibility requires constant on-site management and a presence at the construction site.

#### Public Economic and Community Redevelopment Services

- Preparation of community redevelopment plans and implementation plans
- Statutory compliance analysis
- Public presentations and workshops
- Training workshops for Boards and CRA staff
- Professional staffing of Boards, advisory committees, and business community groups
- Development of public-private partnerships
- Preparation of offering documents for development projects
- Establishment of tax-increment financing (TIF) districts
- Redevelopment program and project implementation and financing
- Community redevelopment plans
- Redevelopment program implementation
- Finding of necessity studies
- CRA plan amendments
- Preparing draft notices, resolutions, and ordinances
- Creation and management of Community Redevelopment Agencies
- Public Infrastructure initiatives
- Preparation of annual reports to fulfill CRA reporting requirements
- Lobbying at city, county and state level
- Community visioning and charrette workshops to gain public input into redevelopment programs, strategies, and urban design issues

In the firm's 28-year history, every project deadline has been met, and every task has been completed under budget. We encourage you to contact our references as presented in this RFQ response.

**SDI has a highly refined understanding of P3 negotiations and governing legislation (Chapter 287 F.S). This is evidenced by the following synopsis of the origins and benefits of the P3 process prepared by Mr. DeLaney to be shared with all Lake Park team members.**

Over the past several years in Florida there has been a continual expansion of P3 projects which was initially utilized for state transportation infrastructure. These are governed by Section 334.30 F.S.. But recently Florida has expanded its support for P3s by adopting legislation that further allows and encourages local governments to use this strategy to expand the local economy and create redevelopment on publicly owned land, to construct government buildings and related social infrastructure. The new laws, policies and practices are highly valuable to create Contracts between the Town and a private sector partner. **Florida legislation is unique and has only been fully in effect since 2014.**

During the 2013 legislative session, Florida's House and Senate overwhelmingly approved HB 85. This legislation established and broadened the framework for P3 projects. This law, and the subsequent amendments to Section 287.05712 governing procurement and contractual services encourages a P3 procurement process for use by cities, counties, and school boards and other public entities. It also provides for both solicited and unsolicited proposals thereby recognizing and relieving some of the burden of local government professionals with regard to implementing previously cumbersome FRP/RFQ processes. The advent of this more responsive yet equally transparent system allows cities to accomplish public goals such as those identified in a city's comprehensive plan and redevelopment plan (Chapter 163, parts II and III F.S) and Visioning Plans. P3s generate multiple sources of revenue to support a city and local elected officials in their efforts to provide services for their citizens by creating economic engines relying on private sector capital and does so at a much faster pace. **Further it relieves the ever-increasing pressure that exists on operating millage rates.** From our earlier discussions with the Mayor and several Commission members we understand the importance of generating revenue to alleviate the burden and over reliance on property tax reserves.

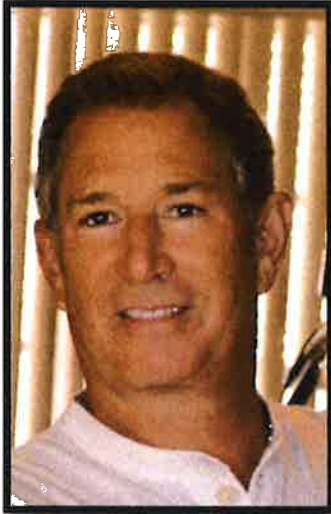
With the proper pieces in place the P3 structure allows for the public good to be served, projects that fulfill the public need and vision to be built and shift the risk transfer and responsibility from the public sector to the private sector capital and expertise in serving the public interest.

The key to success when utilizing the P3 is to possess a reputation for understanding the private sector investment criteria and to establish credibility that shall earn private sector investment interest criteria. Private sector entities do not traffic in "deliverables." We understand this has become a public sector "buzzword" but in practice it often means the consultant shall deliver a report or plan along with an invoice and then leave. What is actually required is accomplishing a series of benchmarks through every development phase and moving forward to manage and accomplish the next benchmarks. In the private sector bonus or incentive payments, or equity positions are earned based upon these measures of success and progress towards construction of the entire project. We must understand and embrace that mentality in order to entice \$40,000,000 in risk capital to parties with our vision.

**As of the date of this submittal no P3 mixed-use project with a marina subelement have been completed in Florida under the new law.**

**SDI/Mr. DeLaney possesses the unique skillset, experience and reputation to help Lake Park be the first.**

Don DeLaney, President of SDI, Inc. 1992-2020



**Don DeLaney** is recognized as one of Florida's most knowledgeable experts in all aspects of economic and community redevelopment and Chapter 163, Part III, Florida Statutes. **Mr. DeLaney has served as an expert witness on issues related to Chapter 163, Part III, F. S.** and other statutory rules affecting private partnerships with public entities.

**Over the past 3 years Mr. DeLaney has focused in detail on private sector investment and development. He has served as Executive Officer to the Founder of the Amrit/Creative Choice Group. His initial work with them began in 2015 with the responsibility to create a Public/Private metric demonstrating both quantitative and qualitative Public Return on Investment for Amrit, a \$300,000,000, 1 million square foot mixed use development would create for the**

City. Since 2017 in his role as Executive Officer, he had responsibility and authority to review and form policy decisions on numerous P3 opportunities that were available to the Amrit/Creative Choice Group. Several of those P3 projects that were presented by local governments are presented in SDI's P3 Project Portfolio. Mr. DeLaney was responsible for all underwriting, Economic Analysis, Project Feasibility, Market Potential Analysis, and evaluation of the capability and credibility of the local government entity offering the P3 RFP/Q. To put a point to it, Mr. DeLaney was in the exact private sector role that would be his counterpart if selected by Lake Park for this project. This is exactly what Mr. DeLaney does. His responsibilities run from A (initial review and recommendation) to Z (oversight of all permitting and construction management until issuance of final CO). He has established long-term relationships with and is in direct contact with multiple private sector national and multi-national investment and capital investment entities.

Mr. DeLaney was the first professional chosen on the recovery team assembled at the request of **Governor Lawton Chiles** to restore the Homestead area following the devastating Hurricane Andrew in 1992. As Director of Development he was responsible for development and implementation of \$54 million in public and private sector investment to rebuild the region. In addition to creating the CRA for the City, he developed economic, redevelopment and affordable housing strategies utilizing tax-increment financing, enterprise zones, tax credits, and negotiated numerous public/private partnerships.

Mr. DeLaney has extensive knowledge relating to public redevelopment initiatives and public policy implementation. In addition to his related academic achievement in this area, he served **for 7 years** as an appointee of former **Governor Graham** with responsibilities for numerous statewide economic and redevelopment issues. His state level of work included assisting with drafting sections of Chapter 163, Part III, which governs all redevelopment in the State of Florida. Additionally, he managed the State's private investment incentive initiatives such as Florida Enterprise Zone program, Jobs Tax Credit (Sales and Use Tax, Jobs Tax Credit (Corporate Income Tax) Sales Tax Refund for private sector Business Machinery and Equipment used in Enterprise Zones, and Community Contribution Tax Credit. He served as a **CRA Executive Director in Florida for 5 years** responsible for the implementation of the redevelopment initiative and has spent the last 3 years exclusively in the private sector.

**Mr. DeLaney is regarded as a public finance expert and is a published author on the subject of Tax-Increment Financing (TIF). The American Planning Association distributes his article as its seminal piece on TIF in the *American Planning Journal*. He teaches the "Innovative Financial Approach" track for The Bond Buyer publication. Mr. DeLaney also served as head of the bond team, which was successful in launching an S&P "AA"-rated tax increment bond for the Homestead CRA following the devastation of Hurricane Andrew. Mr. DeLaney leveraged the capital generated by this financial instrument was utilized in multiple ways as incentives to successfully create numerous public/private projects. The historic success in rebuilding a city approximately ten times the size of Lake Park is acknowledged in the letter of recommendation written by Governor and US Senator Lawton Chiles.**

**SDI provides a full range of professional consulting services in the areas of Community Redevelopment, Economic Development, Real Estate, and Financial Strategies, Market Analysis, and deal structuring.** SDI provides consulting services for both public and private sector clients, which include creating economic tools to allow communities to implement economic development and redevelopment activities. These services include recruitment of private sector investment, expert technical assistance/training for elected officials and public sector professionals, financial analysis and calculation of public return on investment for proposed public/private projects, preparing complex requests for proposals and qualifications, structuring and negotiating innovative financial mechanisms and multi-party P3 Contracts, economic evaluation of current area economic realities and opportunities, land and property acquisition and disposition strategies. SDI provides analytical reviews and assessments, which include market and demographic evaluations for development and investment companies with both commercial and residential real estate interests. Our services also include serving in Financial Advisor roles to take bond and other capital instruments to market, private sector development negotiations, and taxincrement financing projections. We also have extensive experience in creating and negotiating public/private partnerships.

Mr. DeLaney earned a Bachelor of Arts in Political Science, and a Master of Public Administration at the University of Florida, Gainesville, Florida. He is a published author and lecturer.



Diana McKinney, Vice President SDI 1998-2020



**Ms. McKinney has been with SDI for 22 years.**

Her municipal government experience includes serving as **Executive Director of a CRA, Interim City Manager, and Assistant City Manager, Special Assistant to Executive Officer of Amrit/Creative Choice Group.**

Most recently, Ms. McKinney was assigned to serve as Special Assistant to Don DeLaney, Executive Officer for the Amrit/Creative Choice Group from 2017-2019. Her earlier municipal management experience and 20-plus working in a key role with SDI made her a valuable and flexible professional who served an interim role as start-up manager for the Amrit executive office.

She has been the lead professional assigned to Miami-Dade County, St. Johns County, Bunnell, North Miami Beach, Homestead, and Martin County projects. Ms. McKinney coordinates projects that include all aspects of the CRA process, including research and preparation of Findings of Necessity, and writing technical and program sections of redevelopment plans. Ms. McKinney's background in structuring redevelopment program guidelines and implementation strategies makes her a valuable part of the SDI team. She is involved in SDI's investment recruitment outreach activity and in preparing related marketing materials, as well as organizing and attending investment recruitment sessions with prospective developers.

Ms. McKinney gained valuable experience in the management and operation of all city departments in her role as **Assistant City Manager**. Her responsibilities included preparation of resolutions and ordinances and agenda management and production. During her term as ACM she was assigned one of the City's most significant initiatives, the management and coordination of the creation of a Community Redevelopment Agency. During the year it took to complete the required steps to gain approval (in a home-rule county) she was asked by the Mayor and City Commission to serve as **Interim City Manager**.

When the Community Redevelopment Agency was established, Ms. McKinney was named as **Executive Director**. During the initial year of operation, the Simon Corporation received approval to begin construction of a multi-million-dollar retail, entertainment and dining destination. The Shops at Sunset Place, a Public/Private Partnership, included an AMC 24-screen and IMAX theatre complex, Niketown, Gametime, Splitsville Luxury Lanes and Dinner Lounge, and leading retailers. Also, during the first year of operation under Ms. McKinney's leadership the agency launched numerous innovative redevelopment programs, began operation of a trolley service and raised more than \$300,000 in private funds for initial start-up projects in the CRA area.

Ms. McKinney earned a Bachelor Degree in Journalism from the University of Arkansas at Little Rock

## Bill McConaghy



**Bill McConaghy joined the SDI team in 2008.** His private sector experience adds a unique element to SDI's Public/Private perspective in approaching projects requiring economic research and assessment of development's impact on the local economy. He assists Mr. DeLaney in applying this to develop strategies that provide the greatest economic advancement and probability of a successful project.

Mr. McConaghy is a licensed **Florida** Real Estate Broker with International Marketing Certifications, and possesses key skills to coordinate all aspects of real estate acquisition strategy development, including analytical studies of local issues that may impact those strategies. His key skills include region focused market analysis, area economic impact assessment, conducting due diligence, new construction and redevelopment implementation, as well as, operational oversight. He oversees all data collection and assists Mr. DeLaney in structuring financial underwriting of public returns to support investment in public/private partnerships, along with implementation strategies.

- Mr. McConaghy is a licensed Florida Real Estate Broker with International Marketing Certification
- Coordinated with Developers & City Departments to create a Public Return on Investment analysis to support public TIF investment.
- Successfully completed underwriting, resulting in unanimous votes of governing officials in Ocala, Riviera Beach, St. Johns County, Martin County, and North Miami Beach for the subject properties.
- Project types underwritten include hotel, mixed-use retail, office, residential, medical, and retail banking and office.
- Associate on private portfolio acquisition and assistant development manager in seven different counties throughout Florida.
- Coordinated CIP & CRA projects investigation in order to prepare a detailed manifest of all current, viable projects in Martin County's 7 CRA areas.
- Preparation of economic modeling for U.S. based and International Investor interest.

Mr. McConaghy earned a Bachelor of Science degree from the University of Florida.

## CORPORATION HISTORY

Strategic Development Initiatives, Inc., (SDI), (EIN # 65-0320035), is a SubChapter S Florida corporation wholly owned by DON DELANEY, a redevelopment and tax increment financing consultant with its main office located at 9503 SE Saturn Street, Hobe Sound, Florida 33455. SDI has been in business for 28 years.

SDI was incorporated in 1992 and has operated under the same name since its inception. SDI has never performed business under another name.

Firm Name: **Strategic Development Initiatives, Inc.  
(SDI)**

**Mailing Address: 9503 SE Saturn Street  
Hobe Sound, Florida 33455**

Established/Incorporated: 1992

FEIN: 65-0320035

President: Don DeLaney

Phone: 772-233-0712 (cell)

and 305-778-5516

Email: [ddelaney1313@icloud.com](mailto:ddelaney1313@icloud.com)

## SECTION 3 P3 PORTFOLIO



THE FOLLOWING IS A PARTIAL LIST OF OUR PORTFOLIO. THE SELECTIONS ARE PROJECTS LOCATED IN FLORIDA.

WE ENCOURAGE YOU TO CONTACT OUR NUMEROUS PUBLIC AND PRIVATE-SECTOR REFERENCES SO THAT THEY MAY SHARE DETAILS AND IMPRESSIONS OF OUR WORK WITH THEM AS THEY DEEM APPROPRIATE.

## PROJECT DESCRIPTION

### Amrit Ocean Resort and Residences

3100 N. Ocean Drive, Singer Island, FL

Amrit is a one-million square foot mixed-use waterfront city by the sea with an international profile and a market valuation of more than a third of a billion dollars.

Amrit, composed of two 20 story towers, is a resortresidential mix of



**182 luxury condos, including 11 penthouse residences with private rooftop terraces, plus 155 hotel rooms. The unique concept is the focus on wellness,** with 30,000 square feet of spa and wellness facilities, including indoor and outdoor spa, conference and meeting facilities, oceanfront restaurant, mediation garden, indoor/outdoor spa studio and private beach club. Condo pricing ranges from \$1 million to more than \$4 million.

### Mr. DeLaney/SDI's Role

As Executive Officer, Mr. DeLaney served in multiple executive capacities during the entire development process for this project:

- Public Economist focusing on the public return on investment
- Served on the negotiation team for development rights, non-monetary development incentives, negotiations to establish appropriate impact fees to be paid to both County and City governments
- Served as the construction process Executive Officer with oversight responsibilities of the entire construction phase
- Personal Representative of Founder, Mr. Dilip Barot on numerous matters relating to all phases of the project

An additional description of Mr. DeLaney's role in this project is also referenced in Item 6 and 9 on the Competitive Comparison Chart in Section 1 of this document.

The *Palm Beach Post* quoted **Don DeLaney**, who represented Amrit's economic analysis:

*"Riviera Beach could see its annual property tax collection for the property go from \$53,000 to \$3.7 million. The City would collect \$3.2 million in fees as the resort and spa is being built. Over a 10-year period the City would collect \$38 million in fees and property taxes from the project."*

**DeLaney said**, "I will tell you, as a public economist, that is a large enough number to help relieve some of the pressure that local elected officials have in trying to provide the services for the community without having to raise the tax rate".

**DeLaney's** economic analysis showed a significant number of jobs that shall be created. It is projected more than 3,000 jobs during construction and 659 permanent jobs once the resort is built. **DeLaney said**, those 659 permanent jobs would have an economic impact of \$43 million.

Status/Outcome

Project is successful and nearing completion.

PAGE 1: CITY REVENUE FOR CCH SINGER ISLAND RESORT					
Assessed Value	TOTAL	\$ 378,800,000	RESORT BATES A	103	
DATE: 8-27-2015	RESORT A	\$ 128,900,000	RESORT ROOMS	153	
	HOTEL/SPA	\$ 76,880,000	RESTAURANT, BAR, SPA	26	
	RESORT B	\$ 173,000,000	RESORT BATES B	107	
All calculations are subject to the final development approval of the project.					
Department	Contact	Revenue Source	Source Document		
1 - City of Riviera Beach	SOI Inc.	2015 City Usage	0.0086064	\$ 8,237,400	
		SUBTRACT 2014 City Use/Volunt	Current Tax	30,124	
		TOTAL ADDITIONAL CITY USE TAXES REVENUE		\$ 1,174,266	\$ 3,174,266
		CITY MUNICIPAL IMPACT FEES (Hotel, Resort, Other)			\$ 458,233
2 - Building Department	Jim Brown/SD	Building Permit Fee			\$ 880,340
		Plan Review Fee (Electrical, Mechanical, Plumbing & Structural)			\$ 2,600
		Fire Marshal Plan Review			\$ 378,000
		Trucking/Storage Fee			\$ 14,088
3 - Utilities/Engineering	Jim Brown/SD	Engineering Plan Review Fee			\$ 220,000
Department		Utility Connections	July 01st RV Beach		\$ 1,319,691
<b>FIRST YEAR &amp; DEVELOPMENT PHASE CITY REVENUE</b>				<b>\$ 6,398,438</b>	
1 - City of Riviera Beach	SOI Inc.	10 YR at 2% YEARLY GROWTH	\$3,174,266 x 10 YEARS	<b>\$ 31,742,656.40</b>	
<b>TOTAL ADDITIONAL REVENUE FOR CITY OF RIVIERA BEACH</b>				<b>\$ 38,139,095</b>	

PAGE 2: DEVELOPMENT PHASE	
<b>Employment &amp; Economic Impact of Singer Island Resort</b>	
DATE: 8-27-2015	
Project Description:	The project is a one million square foot mixed use resort-residential project. Spread across two 20-story buildings, it will have 150 hotel rooms and 209 resort residences for sale. The resort will also feature a wellness spa, restaurants, retail space and executive meeting areas. The construction will last for approximately 30 months. The total hard cost is approx. \$215 Million.
The impact of the area economy during <b>Development Phase</b>	
Area Economic Impact Generated by Project Development	<b>\$161,164,646</b>
<b>TOTAL DEVELOPMENT PHASE NEW JOBS = 3,035</b>	

PAGE 3: PERMANENT JOBS CREATED	
<b>Employment &amp; Economic Impact of Singer Island Resort</b>	
DATE: 8-27-2015	
Project Description:	The project is a one million square foot mixed use resort-residential project. Spread across two 20-story buildings, it will have 150 hotel rooms and 209 resort residences for sale. The resort will also feature a wellness spa, restaurants, retail space and executive meeting areas. Construction will last for roughly 30 months. The total hard cost is approx. \$215 Million.
PERMANENT NEW JOBS CREATED	
TOTAL PERMANENT JOBS ACROSS ALL INDUSTRIES	<b>659</b>
TOTAL RESORT DIRECT JOBS (Subset of Permanent Jobs)	<b>442</b>
ANNUAL AREA ECONOMIC IMPACT FOR RESORT OPERATIONS	<b>\$43,380,000</b>
<b>TOTAL NEW PERMANENT JOBS: 659</b>	
Estimated Annual Local Economic Impact exceeds \$25,000,000	

## PROJECT DESCRIPTION

### Love Street

Jupiter Florida

The Love Street project proposal is a 4-acre waterfront development in the Jupiter Inlet Village. Love Street's initial plan called for mixed-use of retail/restaurant/office, marina and a 30-foot wide roadway that would start at A1A approaching the Jupiter Inlet.

The project calls for 2 waterfront restaurants, a small café, 15,000 square feet of office space, and 20,000



square feet of retail. The plan also

provided for

more than 200 surface parking spaces. The existing marina area shall give the project a feel of an intimate fishing town with a public beach, courtyards and green space.

Mr. DeLaney/SDI's Role

Much of Mr. DeLaney's role and responsibilities in this project were covered by a non-disclosure Contract.

Status/Outcome

All land has been acquired. This includes multiple parcels directly on the water and others in the Inlet Village. This project went through several public workshops and community Visioning sessions. Currently, the principal, my client, Mr. Charles Modica, has placed the project on hold due to changes in the City Management and elected officials.

During the public workshops phase we did encounter an elevated level of public concern for any redevelopment. The catalyst for this "concern" may have been the issues generated by the much more urban-style and much larger nearby new Harbourside project.



## PROJECT DESCRIPTION

### Kings Landing

Fort Pierce, Florida

The project called for development to re-invent the downtown waterfront, a 7-acre site featuring pedestrian friendly Old Florida charm mixed-use development.

The proposed \$85 million project envisions 40,000 square feet of retail space, a 120-room hotel, 60 condominiums, multifamily rental units, a public park, banquet hall and pedestrian walkway.



Mr. DeLaney/SDI's Role

To analyze the opportunity and make a professional recommendation regarding its merit to the Amrit development Principal.

Status/Outcome

After reviewing the four previous failed attempts by the City and its previous consultants to redevelop this site via the traditional RFP/Q process and the resulting highly visible failures in each instance, our recommendation was not to participate.

As part of our due diligence we performed our own market analysis and underwriting. This exercise demonstrated economic viability. The potential for economic success for a P3 led us to a series of interviews and work sessions with senior city management staff. We proffered the P3 model and provided a "white paper" describing the process.

The City and its previous consultants chose to attempt to recruit a private sector development partner using the traditional and failed RFP/Q process again for the 5<sup>th</sup> time. They received 2 responses and have selected one. According to the *Palm Beach Post* the City's new consultant raised the concern that the selected developer does not have the financial capability or track record to complete the project. The negotiation process is currently underway.

## PROJECT DESCRIPTION

Christ Fellowship Church  
Boynton Beach

Christ Fellowship gained approval from Boynton Beach to redevelop the 127,000 square foot vacant Dillard's department store at Boynton Beach Mall, for a new Church campus.



### Mr. DeLaney/SDI's Role

The City of Boynton Beach had declared a moratorium on all new development or redevelopment projects by non-taxpaying entities. This included religious institutions. The Council offered Christ Fellowship the opportunity to "make its case" that a quantifiable economic benefit would accrue to the city if an exception was made. Mr. DeLaney/SDI was retained for the purpose and did so successfully.

The Palm Beach Post quoted Don DeLaney.

"In February, Don DeLaney, a Hobe Sound-based economist hired by the church, said the assessed property value of the Dillard's property has dropped from more than \$6 million in 2005 to \$3.3 million".

PAGE 1

City Revenue Capture from Christ Fellowship Investment			
Current Assessed Value	per PB County	\$ 3,360,000	Square Feet 127,059
DATE: 10/5/12			Total Investment \$9,250,000
<i>All calculations are subordinate to the final agreement between the City and Christ Fellowship</i>			
Department	Contact	Revenue Source	Source Document
1-Boynton Beach Enrichment Fund		Agreement with Boynton Beach City Commission	
			<b>\$26,000</b>
2-Development Dept.	PAZ Dept	Permit Fees: 0.023'EJV Green Building Fee: 0.00011'EJV Public Art Fee: 0.01'EJV P&Z Review Fee: \$44.85 per hr 10% of OCA & DBPR fee	1-10-12 CF Estimated Fees    <i>Estimated @ 100 hours</i>
			<b>\$212,750</b>
			<b>\$1,018</b>
			<b>\$92,500</b>
			<b>\$4,485</b>
			<b>\$638</b>
3-Fire Dept		Fire Dept Review Fee \$0.06 per sq ft Water Fee Flow Fee	
			<b>\$7,824</b>
			<b>\$300</b>
<b>DEVELOPMENT PHASE CITY REVENUE</b>			<b>\$344,314</b>
1-Boynton Beach Enrichment Fund			<b>\$25,000</b>
2-Fire Inspection	PAZ Dept	(per formula, cap at \$450)	<b>\$450</b>
3-Water, Sewer, Stormwater and Utility Tax (10%)			<b>\$12,672</b>
<b>CONTINUAL CITY REVENUE OVER 10 YEARS after C/O</b>			<b>\$381,220</b>
<b>TOTAL 10 YR CITY REVENUE</b>			<b>\$725,534</b>

DeLaney said the church would put \$9 million into redeveloping the side. He said it would create 348 jobs with a payroll of more than \$1.5 million."

### Status/Outcome

The City Council made an exception to its previous position and supported Christ Fellowship. There was only one dissenting vote. All public incentives were successfully agreed upon. The project has been fully completed on time and on budget.

PAGE 2

Employment & Economic Impact of Christ Fellowship Investment			
DATE: 1-25-12			
<b>Project Description:</b>			
The Boynton Beach Mall was built over 25 years ago on 85 acres and a total of 1.1 M Sq Ft. The 127,000 sq ft anchor store owned by Dillard's is in agreement with Christ Fellowship. CF intends to invest over \$9 million or nearly 300% of the current assessed value. This investment is estimated to bring approximately 13,500 visitors a week to the mall.			
<b>The Impact on the Local Area Economy during Development Phase</b>			
Multiplicities for Increased Economic Output	2.2331	for every construction dollar	<b>\$20,656,175</b>
Multiplicities for Increased Employment	37.6	per \$1 M Construction Jobs	<b>348</b>
<b>PERMANENT NEW JOBS CREATED:</b>			
	Number of Positions	Compensation Range	
		LOW HIGH	AVERAGE TOTALS
Management/Admin	12	\$27,500 \$45,000	\$36,250 \$797,500
Professional Services	10	\$92,500 \$27,000	\$29,000 \$590,000
Maintenance/Support	3	\$20,000 \$25,000	\$22,500 \$67,500
Total Average Compensation including Benefits and Indirect Costs per person			<b>\$43,007</b>
<b>GRAND TOTALS 35 NEW JOBS</b>			<b>\$1,505,245</b>
			<b>ANNUAL PAYROLL</b>
<b>Continual Economic Expansion and Investment into the area economy</b>			
35 new jobs at an average compensation of \$43,007 with Annual Local Payroll of \$1,505,245			
Weekly Events Traffic generated by CF Campus Programs currently estimated at approximately 13,500 per week			
<b>Estimated Annual Operating Budget over \$500,000</b>			

## PROJECT DESCRIPTION

### Riviera Beach Marina

Riviera Beach, Florida

In 2019 an RFP was issued by the Riviera Beach CRA to create a public/private partnership for the redevelopment of the 23-acre Riviera Beach Marina Village. The strategic vision for the project was to leverage Riviera Beach's public waterfront and maritime district setting to create a mixed-use project that shall serve as a destination center and employment hub. The mixed-use development was to be completed in phases, with restaurants, a hotel and other uses consistent with the vision developed by the City.



Mr. DeLaney/SDI's Role

To analyze and recommend a course of action for the Amrit development investment principal. We performed due diligence concerning market potential, marina reconfiguration and permitting required, as well as identifying other potential revenue generators.

Status/Outcome

Due to concern with the City's insistence of utilizing what we deemed a cumbersome and likely expensive and ultimately unsuccessful RFP/Q process we declined to participate.

## PROJECT DESCRIPTION

### Art Square

Hallandale Beach, Florida

The project consists of two 7-story buildings, one 6-story building, three 3-story buildings, and a parking garage. It also includes 13,000 of retail space.



#### Mr. DeLaney/SDI's Role

The investment capital for this project was Venezuelan in origin. Civil unrest and economic uncertainty are highly volatile in that country. Mr. DeLaney/SDI worked with the Developer's Representative to invest capital in a safe and successful mixed-use project.

#### Status/Outcome

We successfully negotiated a P3 Contract with the City and CRA, secured all permits and received a \$2 million incentive from the City/CRA. The project is complete and fully leased and successful.

SECTION 4

**Scope of Work and Phasing Schedule**  
**Complete Pricing**



## Philosophy

Our collective team shall be faced with a set of complex tasks that are in part contingent upon the cooperation of entities beyond our control. Our attention to detail, consistency in communication and cooperation with potential private sector partners and Palm Beach County must be maintained throughout the entire process. As we move forward we must also meet the demands that shall be required of us in convincing private sector capital funding entities as well as the Governor and Cabinet as they operate in their capacity as the Board of Trustees for the Internal Improvement Trust Fund and the Florida Land and Water Adjudicatory Commission to support and give binding approvals to Marina related portion of the development program. We must be capable and conscious of not making false or unrealistic representations to the community we serve, financial underwriters, and governmental authorities that would compromise our credibility to secure both the capital and government approvals necessary to develop the four marina area parcels. We are creating a reputation as a worthy partner in a highly competitive risk aversion arena. We are working to be the first successful mixed-use P3 Partnership under the new law which includes the complexities of securing approvals required by the state to maximize the marina element. This endeavor represents the greatest undertaking ever attempted by the Town of Lake Park. Let us make history.

SDI/Mr. DeLaney has successfully met similar challenges.

# Tasks and Strategies

The Town's initial scope of work is well presented in the RFQ. Our team reviewed it in detail. After this review we are suggesting these additional rules of engagement principles, guidelines and tasks. There shall undoubtedly be more to come as we move forward.

1. Become a team with a Start to Finish philosophy.
2. Compress the existing scope of work to a Concurrent not Consecutive timeframe.
3. Establish and consistently communicate the financial vantage point in the minds of development interests of the potential presented by all 4 parcels not just the initial site.
4. Adopt a Commitment to Completion to be communicated consistently to all entities we interact with.
5. Steer don't Row. For example, utilizing the Palm Beach County Business Development Board as a portal to interested development and investment interests in the County by including a potential for conference and meeting space in our development program. We have worked with them before with great success.
6. Adherence to existing codes, visioning and LDRs, FHMUDO, and other controlling documents.
7. As a team we need to understand the diversification and sophistication of the origins of investment capital e.g. (tax issues, equity fund ROI pro formas, mezzanine financing, 1031 exchanges). Our success regarding this key point shall make or break this project.
8. Task ourselves to create public capital infusion and incentives without writing a check.
9. Application of three-dimensional budget models.
10. Solidify and ensure consistent communication with the County staff and possibly the BCC.



11. Gain understanding of State and Palm Beach County role and authority as we address marina issues, riparian rights, submerged land leases and environmental permitting (Gov. and Cabinet as they sit as Land & Water Adjudicatory Board/Trustees for the Internal Improvement Trust Fund).
12. Consider utilizing the Letter of Intent format as the Executive Summary for any offering document we prepare for private sector and capital investment.
13. Establish a press/media protocol with a designated point of contact.
14. Be available immediately to the Mayor and Commission, Town Professional Staff, and public as directed and needed. This project is likely the most significant undertaking by the Town of Lake Park in recent history.

**There are numerous additional tasks that shall likely be added to the Scope of Work that shall become apparent during Step 1 Site Analysis and Due Diligence.**

Regarding the schedule, it is extremely demanding. We have never missed a deadline in either a public or private sector endeavor. We are aware that there are time dictated constraints and pressures to perform as per the Interlocal with the County. In order to accomplish this, it is necessary to reiterate the importance of adjusting the scope of work schedule to a concurrent, not consecutive schedule. Our team is ready to begin immediately.

## COMPLETE TOTAL PRICING AND PHASING

SDI is aware that according to the Town's marina engineering study, Lake Park faces an eminent capital expense of approximately \$2.5 million in order to make baseline improvements to the marina. This expenditure would only bring the marina into compliance with base engineering guidelines and does not further enhance the marina as an economic engine or a source of community pride that would support the Town's effort to reposition its appeal via its "branding" initiatives.

The Mayor and Commission understand that the Town faces these upcoming major expenses and this fact was further emphasized by the Marina Director during last summer's "field trip" attended by the Town's elected officials.

SDI's strategy and work scope is designed to eliminate that significant burden to the taxpayers and Lake Park for a **total fee equal to fifteen cents (.15) on the dollar. When total capped fee is compared to the \$2.5 million expenditure.**

Total fee for the three (3) phase development program is capped at \$375,000 over a 36-month period. An increasing share of SDI's monthly fee for services of \$20,000 shall gradually begin to be paid by the private development partner immediately upon the onset of Phase II.

- During Phase II the private development partner shall pay 25% of this cost.
- With the advent of Phase III the private development partner shall be contractually required to pay 50% of this amount.
- Once the Town's expenditure during this 3-year period has reached \$375,000 (i.e 15% of the \$2.5 million rehab expenditure required by the marina) the private development partner shall be responsible for the ENTIRE monthly services fee.
- SDI shall continue to carry out the responsibilities of oversight and direct on-site Phase III Construction Management and Monitoring as the partnership representative until the final certificate of occupancy is approved by the Town.

**This arrangement caps the Town's financial commitment and motivates the private development partner to complete the project as per the P3 contract in a timely manner. Mr. DeLaney's direct and extensive private sector experience gives us full confidence that this structure shall be accepted by the selected P3 partner and incorporated into the P3 Contract.**

# Phase I

## PHASE I (6 to 9 Months)

The Town's professional staff prepared, and included in the RFQ, a site analysis and additional tasks that shall be augmented by the tasks that must be undertaken as they become evident after the initial due diligence review in the first 30 days. The Town's initial scope shall serve as the initial template for Phase I. SDI believes the Town's initial scope of services is a solid Phase I template.

### SCOPE OF WORK

The selected Consultant shall represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed-use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant shall be expected to assist in the aforementioned areas, as further outlined below:

1. Site Analysis (30-day process)
  - a. Perform due diligence on the subject site.
  - b. Understand the Town's code and the obligations of the Lake Park Marina Interlocal Contract with the County (R2010-1943).
  - c. Review the site's existing condition, context, and identify barriers to development.
  - d. Work with the Town to resolve any pre-existing barriers to development.
  - e. Perform a financial analysis ahead of the creation of a P3 Contract for a Developer to ensure the solicitation package is not only viable but enticing to a development partner.
2. P3 Contract Development (30-day process)
  - a. Work with the Town to identify key elements to be included in the P3 Contract and ensure the Contract enables the Town to maximize ROI.
  - b. Identify a list of incentives to include in the P3 Contract.
  - c. Provide the Town with additional supplemental data to be included with the P3 Contract including graphics.
  - d. Write a competitive P3 Contract package (that shall be subject to P3 Statutory requirements) that considers Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Contract.
3. Market and Coordinate P3 meetings with Interested Developers (30-day process)
  - a. Market and attend all meetings with Town Staff. Inform developers on criteria and required documentation for P3 meeting discussions.
4. Evaluate P3 Contract responses with Town Staff (30-day process)
  - a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
  - b. Assess the respondent bidder's ability to meet their obligations.
  - c. Confirm the proposals meet the Town's regulatory standards, contractual obligations, and economic development needs.
  - d. Advise the Town on the most suitable selection to be presented to the Town Commission.

5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed)  
(60-day process)
  - a. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
  - b. Deliver a final contract that includes key project deliverables, a project timetable, and budget for the P3 Contract
  - c. Assess the contract for potential deficiencies.
  - d. Finalize contract with P3 developer.

**Note:** The benchmark in Phase I that is most difficult to quantify regarding time is the actual negotiation schedule. This shall entail numerous complex and detailed sub-tasks. Further, we must consider the needs of the Mayor and Commission to be briefed in detail and the responsibilities the town has when operating under the Florida Sunshine Law, Public Notice Requirements, and Public Records responsibilities. These responsibilities and the legal notifications for public hearing requirements must be adhered to and shall affect the schedule.

**The governmental procedures required to adopt a P3 Contract and to legally bind several of its unique conditions shall likely differ from the routine procedures that a unit of local government normally observes. Part of SDI's responsibility shall be to guide the Town throughout this process and to represent the P3 project's proper adoption at all required public hearings.**

As the lead negotiator, Mr. DeLaney shall be exercising "shuttle diplomacy" between Lake Park officials, the private developer P3 partner, and undoubtedly be required to tailor the rules of engagement to include various capital entities involvement as they are integrated into the P3 structure. The Mayor and Commission may decide to hold workshops to consider and discuss the initial P3 Contract terms and programs to maximize public understanding and involvement. This may require a series of workshops and official Commission meetings. The timetable for these proceedings is at the sole discretion of the Town elected officials. SDI shall do what the Town leadership requires to gain the confidence and support of the community for the P3 Contract. It is at this juncture the vast majority of P3's fail. We must commit the time and effort to fully inform all parties, the Town's elected leadership, in order to earn community support.

PHASE I Target to completion 6-9 months)

Fee: \$120 K-180 K Town share

# PHASE II Project Approvals

## PHASE II (6-9 months) Project Approvals

After the approval of the P3 Partnership between the Town of Lake Park Commission and the Development Entity the Consultant's role shall shift to that of Partnership Executive Officer. It is during this time phase the P3 Executive Officer shall be responsible for and serve in the advocacy role to ensure compliance with all governing LDRs, County approvals, and State approvals to secure all necessary permits. We understand the important work and responsibility the Community Development Department shall be faced with. The P3 Executive Officer shall work diligently to ensure all development applications, permit requests, Planning and Zoning issues and code compliance issues are presented to the Department staff professionals in a highly professional and efficient manner. The P3 Executive Officer must be responsible to ensure the private sector partner adheres to these high standards and moves forward in a timely manner in what shall be the largest project in Lake Park's history.

This shall include:

- Responsibility for coordination of all private development team professionals,
- Coordination and completion of all permit applications and submission to all cognizant governmental entities,
- P3 Project representation at all required public meetings and hearings,
- Staff meetings,
- Public workshops,
- Community meetings,
- Planning and Zoning meetings,
- Town Commission meetings,
- Work sessions with Palm Beach County officials,
- Required presentations to Palm Beach County BBC,
- Work sessions and presentations to State of Florida entities, project representation as they relate to riparian and submerged land issues to the Governor and Cabinet in their capacity as trustees of the internal improvement trust fund and Land and Water Adjudicatory Commission.

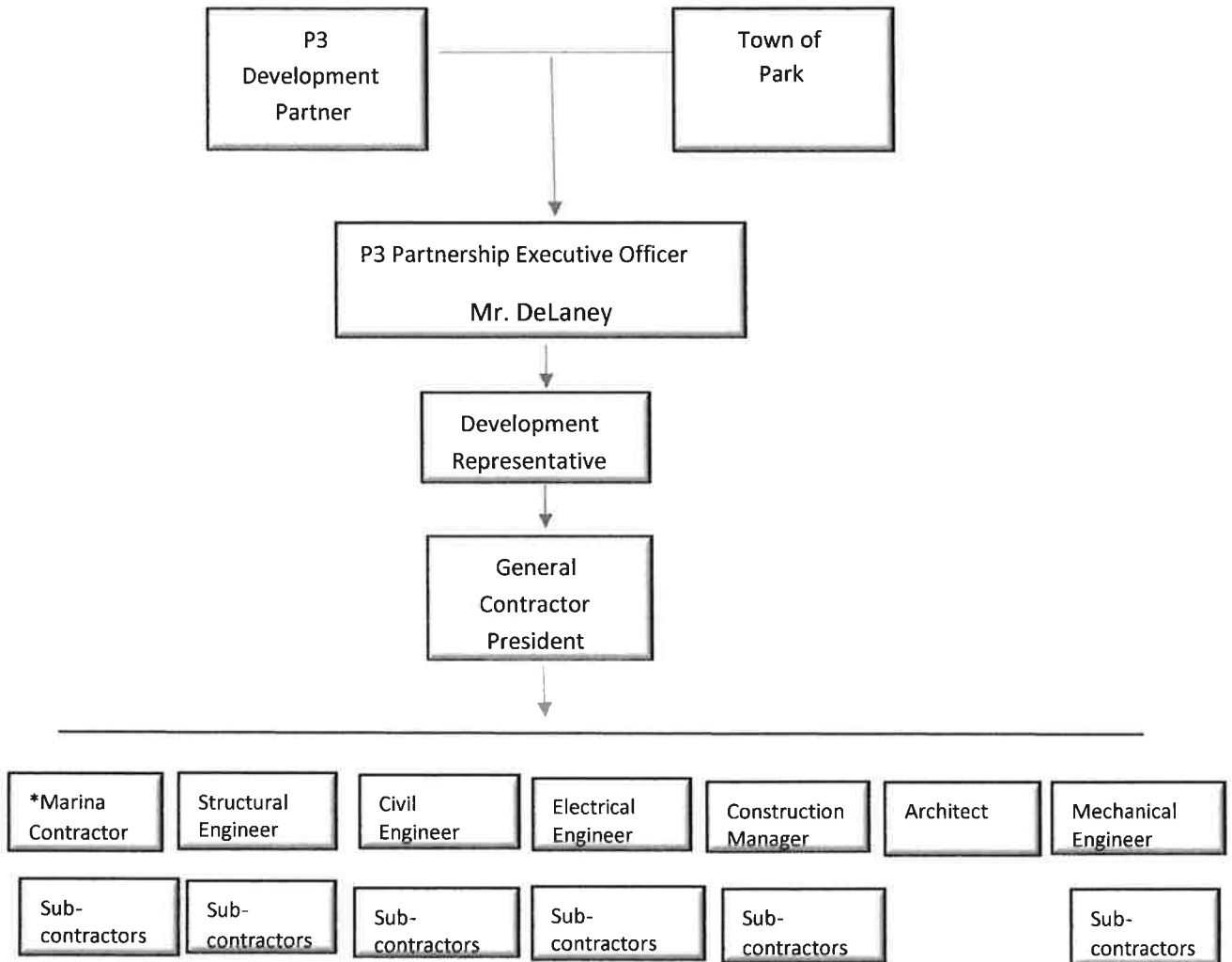
During Phase II the Private Developer partner shall be required to pay 25% (\$5,000 monthly) of the SDI fee.

It is understood that numerous building permits and other County and State approvals shall be required as the project moves into Phase III.

Fee: \$90 K – 135 K Town Share

\$30 K – 45 K Private Developer Share

### P3 Partnership Organizational Chart for Phase II and Phase III



\*Marina Contractor responsibilities include:

- Due diligence
- Engineering Feasibility Analysis
- Engineering Cost Analysis and Pro Forma Presentations
- Engineering and Design
- Environmental Assessment
- Permitting for Town, County, and State  
(under direction of Partnership Executive Officer)
- Marina bidding and contract administration  
(under direction of Partnership Executive Officer)

# PHASE III Construction and Contract Management

## Phase III 12-18 months Construction and Contract Management

As evidenced by the Organizational Chart, the P3 Executive Officer shall be responsible to the Town of Lake Park and the Development Partner for oversight, construction management, P3 contract monitoring and compliance from the advent of Phase III through the issuance of the final certificate of occupancy.

The P3 Executive Officer shall be based in the construction management trailer on-site during this phase. This office and ancillary support requirements shall be provided by the P3 development partner. These terms, along with the 50% share of the continuing service Contract shall be part of the P3 Partnership Contract. Once the Town cap of \$375 K is reached the Development Partner shall be responsible for all SDI fees.

The P3 Executive Officer shall have the responsibility and authority to review and approve or reject all major contractors responsible for major disciplines as delineated on the Organizational Chart. This chart may be amended if necessary to cover additional construction disciplines.

The P3 Executive Officer shall be responsible to monitor and enforce all development benchmarks and time schedules.

The P3 Executive Officer shall oversee preparation and submittal of all permit applications to the Town, County, and State.

The P3 Executive Officer Shall serve as advocate and lead in conjunction with appropriate licensed project contractors regarding special permits and approvals such as:

- FAA Air Rights approvals to operate cranes in restricted air space.
- FDOT Air Rights requirements to operate cranes above public right of way.
- Special permits and approvals to maximize the public and project benefits of the potentially reconfigured marina, including slips, docks, fairways, and other submerged land and riparian issues.
- Special orders or variance requests to be considered by Lake Park regarding large scale concrete pours.
- Numerous other non-routine construction issues and approval requests.



The P3 Executive Officer shall conduct weekly on-site contract monitoring and management oversight meetings with the Development Representative and General Contractor President.

The P3 Executive Officer shall provide updates to the Town Manager on a monthly basis.

The P3 Executive Officer shall provide updates to Mayor and Commission on a quarterly basis or as directed.

The P3 Executive Officer shall work to resolve contractual labor disputes in a timely manner.

The P3 Executive Officer shall monitor all construction draws made by the Development Partner.

Summarily stated the P3 Executive Officer shall be the responsible party to oversee and manage the entire construction phase of the project.

Phase III Target to Completion: 12-18 months

Fee: Town's share equals \$375,000 minus all fees paid in Phase I and Phase II combined. Estimated balance \$35 K to 45 K

\$120 K to 180 K Private Developer's share

**Internal pricing rates for the Continuing Services Contract**

<b>DON DELANEY PRINCIPAL</b>	@ \$175 PER HOUR	20 HOURS PER WEEK
<b>DIANA MCKINNEY ASSISTANT PROJECT MANAGER</b>	@ \$62.50 per hour	16 hours per week
<b>BILL MCCONAGHY FINANCIAL ANALYST</b>	@ \$125 per hour	4 hours per week
<b>ADMINISTRATIVE SUPPORT STAFF</b>	Cost covered by Principal	As Required
<b>RELATED EXPENSES (TRAVEL, MEALS, PARKING, FEES, INSURANCE, PRINTING)</b>	Cost covered by Principal for all travel within 50 miles of Project site.	As Required

**SDI's monthly fee: \$20,000**

**Town of Lake Park's share is capped at \$375,000 over 3 fiscal years. Average per fiscal year is \$125,000.**

To be paid as a monthly retainer as is customary with consultant/client Continuing Services contracts. All overruns in staffing costs and hours above the \$20,000 per month company retainer is to be covered by Principal.

Due to the deadlines that may be required by the Interlocal Agreement with the County, the necessity to attend City Commission Meetings as required, and the unpredictable time demands that must be adhered to in order to accommodate potential private sector partners, it is understood by the Principal that there shall be numerous occasions that shall require more than 20 hours per week especially during Phase I which is represented by the initial proposed 6-9 month scope of work presented by the Town's professional staff in the RFQ. Phase II (Development Agreement) and Phase III (Construction and Project Development Management) shall be billed at the same rate with the P3 Private Partner paying a continually increasing portion of the costs. **The cap of the Town's financial responsibility and the continually increased responsibility of the P3 Private Partner is presented in this section and shall be incorporated into the P3 Contract. By Phase III the Town's financial responsibility is nominal for 3 to 4 months then drops to ZERO.**

Our goal is to operate under a straightforward Contract negotiated in good faith. This allows all parties to focus on the work to be done in the public interest rather than administrative processes. Potential extensions to the contract for services can be addressed in the actual Contract.

SECTION 5

**References**





## OUR REFERENCES

Our field of expertise is esoteric. We are not generalists. Those characteristics make our references of great import to explain the intricacies and details of the work we do and the success we have achieved at the highest levels of our profession.

As part of our effort to respond to this RFQ we have endeavored to introduce our expertise which expands over a quarter of a century in the State of Florida. We are not a company that has changed staff members numerous times over the life of the firm. We have, instead focused our efforts and unique Florida based expertise to create a reputation that allows entrée to highly successful developers and significant pools of capital investment. They know Mr. DeLaney personally, respect his credibility, and shall give access, time, and effort to respond to and consider the goals of Lake Park that Mr. DeLaney hopes to represent.

Among numerous public sector references, there are also multiple references that are private sector based.

We have worked successfully on both sides of the P3 paradigm. This is a statement that can rarely be made. Mr. DeLaney served as the Executive Officer for a 6,000 employee multi-national mixed-use development firm from early 2017 to the end of 2019. In this capacity he served as the highest-ranking corporate officer, that as part of his responsibilities, analyzed and determined a course of action relating to all P3 opportunities that were presented.

Governor Lawton Chiles (Deceased)



LAWTON CHILES  
GOVERNOR

STATE OF FLORIDA  
**Office of the Governor**

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399-0001

February 14, 1997

Mr. L. Dennis Whitt  
City Manager  
City of South Miami  
6130 Sunset Drive  
South Miami, Florida 33143

Dear Mr. Whitt:

Following the devastation of Hurricane Andrew in August of 1992, it was vital that we rebuild the City of Homestead, along with other South Dade County neighborhoods.

A redevelopment team was assembled to plan and direct the monumental effort required to rebuild Homestead. Don Delaney was the first professional appointed to this team. As Director of Development for the redevelopment agency, he created an overall redevelopment plan, and prepared economic, redevelopment, and affordable housing strategies utilizing tax-increment financing, enterprise zones, tax credits, and public-private partnerships.

Many individuals contributed to the successful rebuilding of Homestead, but Don Delaney's contribution to this on-going effort was paramount to its success. Don Delaney is a professional who not only understands the various aspects of community redevelopment, but he also demonstrated his preeminence in this field.

I wish the City of South Miami great success in establishing and implementing a successful Community Redevelopment Agency.

With kind regards, I am

Sincerely,

A handwritten signature in black ink that reads "Lawton Chiles".

LAWTON CHILES

LC/bdw



Mike Busha  
**Former** Executive Director  
Treasure Coast Regional Planning Council  
772-323-7551



Kevin Freeman, Director  
City of Stuart Development Department  
121 SW Flagler Avenue  
Stuart, FL 34994 772-288-  
5356  
[kfreeman@ci.stuart.fl.us](mailto:kfreeman@ci.stuart.fl.us)

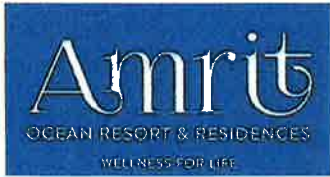


Gary Hines  
Business Development Board of Palm Beach  
310 Ervenia Street  
West Palm Beach, FL 33401 561-  
835-1008 ext. 4111 [ghines@bfb.org](mailto:ghines@bfb.org)



**Dilip Barot**, Founder of Creative Choice Group/**Amrit**

8895 North Military Trail, Suite 201E  
Palm Beach Gardens, FL 33410  
561-222-9371  
[dilip@creativechoice.net](mailto:dilip@creativechoice.net)



**James Brown**, Senior Broker and Market and Real Estate Analyst **Amrit**

8895 North Military Trail, Suite 201E  
Palm Beach Gardens, FL 33410  
561-627-7988  
[jim@wrspalmbeach.com](mailto:jim@wrspalmbeach.com)



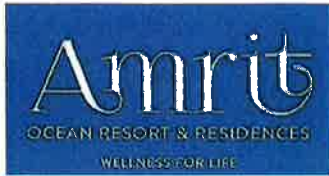
**Phillip Smith**, Developer's Representative **Amrit**

8895 North Military Trail, Suite 201E  
Palm Beach Gardens, FL 33410  
561-627-7988  
[phillip@creativechoice.net](mailto:phillip@creativechoice.net)



**Dave Lonsberry**, Executive Director

Christ Fellowship  
5343 Northlake Blvd. Palm Beach Gardens, FL 33418  
561-799-7600 [davel@cftoday.org](mailto:davel@cftoday.org)



Allan Barber

Optimal Construction

Construction Contractor for entire Amrit project

954-892-4287

[allan@optimalconstructionfl.com](mailto:allan@optimalconstructionfl.com)



SECTION 6

**Required Forms**



## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

  X   To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

       The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)

Firm Name

*Diana McKinney*

Signature

Diana McKinney, Vice President

Name and title (Print or Type)

January 9, 2020

Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)  
\_\_\_\_\_  
Firm Name

*Diana McKinney*  
\_\_\_\_\_  
Signature

Diana McKinney, Vice President  
\_\_\_\_\_  
Name and Title (Print or Type)

January 9, 2020  
\_\_\_\_\_  
Date

**DRUG-FREE WORKPLACE**

Strategic Development Initiatives, Inc. (SDI) is a drug-free workplace and has a  
(Company Name)  
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)  
Firm Name

Diana McKinney  
Signature

Diana McKinney, Vice President  
Name and title (Print or Type)

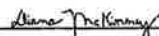
January 9, 2020  
Date

**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Diana McKinney, 

Title: Vice President

Date: January 9, 2020

**NON-COLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Martin

Before me, the undersigned authority, personally appeared Diana McKinney, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Vice President of SDI the Proposer that has submitted a Proposal to perform work for the following: Consulting Services to Engage a Consultant Experienced in Public-Private Mixed-Use Development to advise, prepare, develop, manage p-3 Agreement with Developer for Marina Area  
RFQ No.: 111-2019 Title:

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

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

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

Diana McKinney  
Signature

Subscribed and sworn to (or affirmed) before me this 7 day of Jan, 2020 by Diana McKinney, who is personally known to me or who has produced photo, as identification.

SEAL



Notary Signature [Signature]  
Notary Name: Stephanie Epstein  
Notary Public (State): FL  
My Commission No.: GG 331518  
Expires on: June 16, 2023

**TOWN OF LAKE PARK  
LEGAL NOTICE**

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

**Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.**

Notice is hereby given that the Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to advise the Town and develop a process that enables the mixed-use redevelopment of property generally located on the northeast corner of Silver Beach Road and US-1. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **All sealed proposals must be submitted with one** original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Offeror. Additionally, Offerors shall submit **seven (7)** bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive. **PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS:**

**“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”**

**Proposals shall be sent to the following address:**

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

*(see RFQ packet for additional originating Department information)*

ONE NON-MANDATORY pre-bid informational meeting will be held: Friday, February 14, 2020 at 10:00am in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403. A response to a competitive solicitation shall be directed to the attention of the Town Clerk and submitted by 4PM EST on or before Wednesday, March 18, 2020. Any response received after the deadline, or which is submitted at a location other than

at the location specified in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

### Proposal Documents

Offerors desiring copies of the RFQ document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov). All correspondence and requests for information regarding this RFQ shall be submitted in writing by regular mail or via email to [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

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

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town' website.

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

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Vivian Mendez, MMC  
Town Clerk  
TOWN OF LAKE PARK, FLORIDA  
Published on: February 2, 2020, Palm Beach Post



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**“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”**

## **Introduction**

Be Advised: The Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town Clerk at the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **Submissions shall be delivered no later than 4PM EST on or before Wednesday, March 18, 2020. Proposals after this date and time are not eligible for, nor will they be accepted for consideration.** All proposals will be dated and time stamped by the Town Clerk or her designee. Faxed or emailed proposals will not be accepted for consideration. The Town of Lake Park reserves the right to accept or reject any or all proposals.

**All sealed proposals must be submitted with one** original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Proposer. Additionally, Proposers shall submit **seven** bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive.

**The Town Clerk’s Office is advertising this proposal on behalf of the Community Development Department. All communications shall occur through the Town Clerk’s Office (see procedural and Cone of Silence provisions herein). Following the Evaluation Committee meeting, the Community Development Department, who is also acting as the ‘official’ for the purposes of this solicitation, may communicate with the highest scoring Offeror regarding contractual terms that are required prior to presentation to the Town Commission.**

## **Our History**

Established by businessman Harry Kelsey as “Kelsey City” in 1923, Lake Park’s history is rooted deeply in the grand ambitions of its founder. Kelsey envisioned Lake Park as a year round destination and a booming metropolis of 100,000 people. To aid him in this monumental task, he employed the Olmstead Brothers – sons of the famed landscape architect Frederick Law Olmstead known for his Central Park plan. Carrying on their father’s legacy of planning excellence, the Olmstead Brothers – Fredrick Law Olmstead Jr. and John Charles Olmstead, with the help of Dr. John Nolen of Boston – created in Kelsey City one of the oldest well-planned communities in South Florida and one of the first zoned municipalities in the State.

Though the Town would later change its name, the lasting foundation of the Olmstead Brother's plan has earned Lake Park another name: The Jewel of the Palm Beaches. Today, Lake Park is proud of its heritage and looks to carry forward the tradition of Harry Kelsey and the Olmstead Brothers through visionary projects, timeless design, and innovative urban planning.

## **Our Town Today**

As of the most recent census, the Town of Lake Park is home to 8,645+/- residents and consists of approximately 2.35 square miles of land area. It is located in northern Palm Beach County, approximately 5 miles north of the City of West Palm Beach. Lake Park is bordered by Riviera Beach to the south, North Palm Beach and Palm Beach Gardens to the north, unincorporated Palm Beach County and Palm Beach Gardens to the west, and the Intracoastal Waterway to the east.

Our Town boasts a number of attractions, including historic Kelsey Park, a vibrant downtown scene, and our Town Marina, which has direct waterway access to the Intracoastal and Atlantic Ocean as well as over 100 existing wet slips. In addition, Lake Park contains a variety of specialized zoning districts, including our thriving Park Avenue Downtown District and the new Federal Highway Mixed Use District Overlay, which allows for unprecedented height, density, and mixed use programming to create a truly urban environment along the US1 Corridor.

It's at the intersection of our prized Marina and our Federal Highway District Overlay that the subject of our Vision can be found.

## **Our Subject Site and Our Vision for the Future**

Lake Park is looking to redevelop four parcels of waterfront property near the Town Marina as a mixed-use, pedestrian-friendly, recreation-focused destination through the Public Private Partnership (P3) process. To aid in that goal, we are looking to hire an advising consultant who understands and has experience with P3s and is able to address our desires and needs for this project by advising, preparing, developing and managing a P3 Agreement between the Town and a selected Developer, essentially guiding the Town through the P3 process from start to finish.

The Subject Site includes our existing Marina parcel (zoned Public), along with adjacent parking lot parcels that extend from US-1, east to the Intracoastal Waterway (zoned Mixed Use and located in the Federal Highway Mixed Use District Overall-*FHMUDO*). Documents pertaining to the redevelopment areas are enclosed as part of **Appendix A (includes: Town Zoning Map; Town Code Section 78-83 and 78-84 related to Mixed-Use development; Marina Visioning Workshop Materials, including Boundary Survey and Deed documents; most recent Palm Beach County Interlocal Agreement)**. It is anticipated that the Marina parking-lot parcels will need to be negotiated first for redevelopment since the existing land development regulations provide the most intense redevelopment allowances in the Federal Highway Corridor regulating plan. The Site currently serves as a boat parking lot and boat launching ramp area and these will need to be preserved, or 're-imagined' in accordance with and to fulfill the obligations of the Lake Park Marina Interlocal Agreement with the County (R2010-1943). Pivotal to fulfilling the obligations

of the Interlocal Agreement is the provision of a pedestrian promenade along the waterfront, the conservation of boat parking, and the provision of restaurants and outdoor areas, along with other private uses to encourage the public use and enjoyment of the water and make Lake Park a destination.

It's our ultimate goal to attract a project that not only fulfills the Town's needs but also creates an exceptional new waterfront amenity consistent with our zoning regulations and our economic aspirations for the US1 corridor.

**SITE FOR INITIAL P3 REDEVELOPMENT CONSIDERATION PURSUANT TO PRESCRIBED RFQ TIMELINE  
(PENINSULA PARCELS MAY IMMEDIATELY FOLLOW AND REQUIRE A SEPARATE AGREEMENT)**



## Scope of Work

The selected Consultant will represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant will be expected to assist in the aforementioned areas, as further outlined as follows:

1. Site Analysis (30-day process):
  - a. Perform due diligence on the subject site.
  - b. Understand the Town's code and the obligations of the Lake Park Marina Interlocal Agreement with the County (R2010-1943) and Marina Deed document obligations.
  - c. Review the site's existing condition, context, and identify barriers to development in order to advise on solutions.
  - d. Work with the Town to resolve any preexisting barriers to development.
  - e. Perform a financial analysis ahead of the creation of a P3 Agreement for a Developer to ensure the solicitation package is not only viable, but enticing to a development partner.
2. P3 Agreement Development (30-day process):
  - a. Work with the Town to identify key elements to be included in the P3 Agreement and ensure the Agreement enables the Town to maximize its ROI.
  - b. Identify a list of incentives to include in the P3 Agreement.
  - c. Provide the Town with additional supplemental data to be included with the P3 Agreement, including graphics.
  - d. Write a competitive P3 Agreement package (that will be subject to P3 Statutory requirements) that takes into account Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Agreement.
3. Market and Coordinate P3 Meetings with Interested Developers (30-day process):
  - a. Market and attend all meetings with Town Staff. Inform developers on criteria and required documentation for P3 meeting discussions.
4. Evaluate P3 Agreement responses with Town Staff (30-day process):
  - a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
  - b. Assess the respondent bidder's ability to meet their obligations.
  - c. Confirm the proposals meet the Town's regulatory standards, contractual obligations, and economic development needs.
  - d. Advise the Town on the most suitable selection to be presented to the Town Commission.
5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (60-day process)
  - e. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
  - f. Deliver a final contract that includes key project deliverables, a project timetable, and budget for the P3 Agreement.
  - g. Assess the contract for potential deficiencies.
  - h. Finalize contract with P3 developer

**It is anticipated that, upon successful receipt and review of proposals for this RFQ, that the award of this RFQ will be made at the May 6, 2020 Town Commission meeting (date may change), with a requirement that the entire**

process listed above is completed by November 5, 2020 (date may change if Commission meeting date changes – expectation is 6 months between Commission date to award contract and completion).

## Submission Specifications

Responses to the solicitations shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the solicitation.

Responses to solicitations shall be opened publicly in the presence of one or more witnesses at the time and place specified in the solicitation. The town clerk or the clerk's designee shall officiate at the opening of competitive solicitations, and shall announce and record the name of each offeror, if appropriate, recite the amount of each offeror's response and such other information related to the solicitations as is appropriate.

An offeror may withdraw a response to a solicitation prior to date and time designated in the solicitation for their opening. If an offeror withdraws its response after the deadline established of a competitive solicitation, the purchasing agent may suspend an offeror from participating in any future town solicitations for up to three years.

The submission shall include the following:

- A **cover sheet** identifying the respondent and contact information.
- A **summary of qualifications** addressing the respondent's **professional experience** and how it is in line with the Town's criteria. Project **portfolios** shall be included and they shall be highly descriptive. Relevant Marina P3 type experience shall be highlighted and described. Publicly-owned Marina P3 type experience is highly desirable.
- A response **expanding on and detailing what steps the firm would take to address the points listed in the scope of work**, along with a **detailed schedule**.
- An introduction to the **project team** with highlights of their background, competency and expertise levels.
- **References**.
- **Itemized pricing**. Pricing must be all-inclusive and incorporate all expected costs associated with the deliverables. If certain costs are included as being additional, they must be clearly delineated and described and considered optional (not required for deliverables).

## Evaluation Criteria

Proposals may be evaluated by an evaluation committee, which shall have not less than three voting members and shall be composed as follows: the originating department director who in conjunction with the Purchasing Agent appoints the chair and other members of the committee.

An award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the Town in accordance with the evaluation criteria listed below.

Points shall be allocated per the following (see submission specifications for additional details):

- **40 Points** – Experience and Portfolios of P3's
- **20 Points** – Competency, Expertise of Staff and Schedule
- **20 Points** – Reputation and References
- **20 Points** – Competitive Pricing and Schedule

## **RFQ Schedule**

- ➔ RFQ Advertising Timeframe: Sunday, February 2, 2020 through Wednesday, March 18, 2020 (4pm)
- ➔ **NON-Mandatory Informational Meeting:** Friday, February 14, 2020 – 10:00am (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ **Bid Opening:** Wednesday, March 18, 2020 – 4:00pm (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ **Evaluation Committee Meeting:** Thursday, March 26, 2020 - 4:00pm (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ **Review of Contract Terms between Town Staff (Community Development Department), Town Attorney and highest scoring Offeror (Friday, March 27 through Friday, April 10)**
- ➔ **Wednesday, May 6, 2020 (date may change) – Agenda Item to Award Contract to P3 Consultant**

## **Terms and Conditions**

### **Cone of Silence.**

An offeror shall not communicate with any elected or appointed town official or employee other than a person listed in the document soliciting bids or proposals prior to the time an award has been made by the town commission. Any communication between the offeror and the town shall be submitted to the office of the town clerk, or of the official referenced in an Invitation to Bid, RFP or RFQ. Any violation of the Cone of Silence imposed herein shall be grounds for the disqualification of an offeror.

### **Equal opportunity/minority and women business enterprise.**

The town shall use its best efforts to ensure that minority, women and veteran owned businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color,

religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

**Bid preferences.**

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its Invitations to Bid, RFP, or RFQ, a five percent bid preference for:

1. Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or
2. Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by § 288.703, F.S..

**Public Records**

All responses to solicitations shall become public records and shall be subject to public disclosure once opened.

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

**#.1** Keep and maintain public records required by the Town to perform the service.

**#.2** Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

**#.3** Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.

**#.4** Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

**#.5** IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).



### **Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Town Clerk's Office. Should it be necessary, a written addendum will be incorporated into the RFQ. The Town will not be responsible for any oral instructions, clarifications, or other communications other than the original RFQ or any written addenda.

### **Conflict of Interest**

If any individual member of a proposing firm, or an employee of a proposing firm, or an immediate family member of the same is also a member of any board, Commission, or agency of the Town, that individual is subject to conflict of interest. No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable. A copy of the Town of Lake Park, Palm Beach County, and State Ethics Codes is available at the Town Clerk's Office, 535 Park Avenue, Lake Park, FL 33403.

### **Indemnification/Hold Harmless Agreement**

The successful Professional or Organization shall agree to indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the successful Professional or Organization to comply with any of the requirements specified within the contract, or the failure of the successful Professional or Organization to conform to statutes, ordinances, or other regulations or requirements of any successful Professional or Organization expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of successful Professional or Organization, or any of its contractual staff, if applicable and as provided above, for which the successful Professional's or Organization's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

### **Insurance**

Within ten (10) days after notification of award, the successful Professional or Organization shall furnish Evidence of Insurance to the Town Clerk, who shall in turn submit it to the Human Resources Director as the Town's Risk Manager.

Execution of a contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the

successful Professional or Organization shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the successful Professional or Organization fails to submit the required insurance documents in the manner prescribed in this RFQ, within fifteen (15) calendar days after the successful Professional or Organization has been made aware of Commission award, the successful Professional or Organization may be in default of the contractual terms and conditions. Under such circumstances, the successful Professional or Organization may be prohibited from submitting future proposals to the Town. Information regarding any insurance requirements shall be directed to the Human Resources Director as the Town's Risk Manager, at (561) 881-3310. Additionally, successful Professional or Organization may be liable to the Town for the cost of re-procuring the services, caused by successful Professional's or Organization's failure to submit the require documents.

### **Proposer's Warranty**

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

### **Lobbying**

All firms are hereby placed on notice that the Town Commission, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process from the proposal publish date to Town Commission selection, individuals or its agent shall not contact any member of the Town Commission, employee of the Town of Lake Park, or member of the Selection Committee in reference to this proposal, with the exception of the Town Clerk or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of contract.

### **Inspector General**

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

### **Inquiries/Request for Clarification**

All questions about the meaning or intent of the RFQ Documents must be directed, in writing, to the Town Clerk's Office, as provided in the Advertisement/Request for Statement of Qualifications. Questions received after Friday, March 6, 2020 – 12:00pm shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums, and request for clarifications will be posted on [www.demandstar.com](http://www.demandstar.com) and on the Town of Lake Park's website [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov). Demandstar will automatically notify all plan holders of any inquiries, addendums, and request for clarifications once posted by the Town of Lake Park.



ADDENDUM NO. 1

**Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development (short title)**

TOWN OF LAKE PARK RFQ NO. 105-2020

Each recipient of the Addendum No. 1 to the RFQ who responds to the RFQ acknowledges all of the provisions set forth in the RFQ and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the RFQ documents for the following RFQ No. 105-2020:

*Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.*

**Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings:**

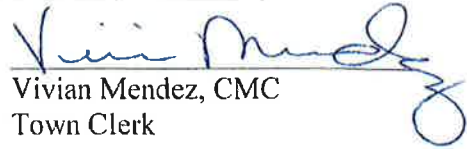
**Friday, February 14, 2020 at 10:00am**

**Friday, March 6, 2020 at 10:00am**

**Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.**

Offerors must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the RFQ document and therefore, must be executed. Failure to return this addendum with your submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
February 6, 2020

Signed By:   
Vivian Mendez, CMC  
Town Clerk

Bidder:

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

Title: \_\_\_\_\_

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

**TOWN OF LAKE PARK  
LEGAL NOTICE**

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

**Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.**

Notice is hereby given that the Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to advise the Town and develop a process that enables the mixed-use redevelopment of property generally located on the northeast corner of Silver Beach Road and US-1. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **All sealed proposals must be submitted with one** original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Offeror. Additionally, Offerors shall submit **seven (7)** bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive. **PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS:**

**“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”**

**Proposals shall be sent to the following address:**

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

*(see RFQ packet for additional originating Department information)*

**Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings: Friday, February 14, 2020 at 10:00am OR Friday, March 6, 2020 at 10:00am. Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.**

**A response to a competitive solicitation shall be directed to the attention of the Town Clerk and submitted by 4PM EST on or before Wednesday, March 18, 2020.** Any response received after the deadline, or which is submitted at a location other than at the location specified in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

#### Proposal Documents

Offerors desiring copies of the RFQ document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov). All correspondence and requests for information regarding this RFQ shall be submitted in writing by regular mail or via email to [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

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

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town' website.

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

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Vivian Mendez, MMC  
Town Clerk  
TOWN OF LAKE PARK, FLORIDA  
Published on: February 2, 2020, Palm Beach Post

**RESOLUTION NO. 58-08-19**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK (R2019-0892); AND PROVIDING AN EFFECTIVE DATE**

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

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

**WHEREAS**, Amendment Two is further defined and enclosed as R2019-0892, attached hereto and incorporated herein as **Exhibit “A”**.

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

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

**Section 2.** R2019-0892 is enclosed as **Exhibit “A”**.

**Section 3:** This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	—
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	—
COMMISSIONER JOHN LINDEN	<u>✓</u>	—
COMMISSIONER ROGER MICHAUD	<u>✓</u>	—

The Town Commission thereupon declared the foregoing Resolution No. 58-08-19 duly passed and adopted this 7 day of August, 2019.


TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS I. BAIRD  
TOWN ATTORNEY



R2019 0892

**AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN  
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

**THIS AMENDMENT TWO TO INTERLOCAL AGREEMENT** is made and entered into on August 7, 2019, 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 "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

**WHEREAS**, on March 11, 2014 the COUNTY and MUNICIPALITY entered into Amendment One to the Interlocal Agreement (R2014-0356) to modify the work to be performed in Phases 1A and 1B of the project and extend the required time frames for completion; and

**WHEREAS**, the MUNICIPALITY has been unable to obtain funding to complete the work and requires assistance from private developers in order to complete the project; and

**WHEREAS**, the MUNICIPALITY desires to obtain proposals from private developers to redevelop the Marina, boat trailer parking and surrounding privately owned properties; and

**WEHEREAS**, COUNTY is willing to extend all time frames for Municipality's performance of its obligations hereunder.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The MUNICIPALITY shall issue a Request for Proposals, and/or utilize the Public Private Partnership procurement process established under F.S. Section 255.065, seeking developers willing to redevelop the Marina, boat ramp and trailer parking areas, and surrounding privately owned property. The Town shall provide COUNTY staff with drafts of the procurement documentation for County staff review and comment.
2. All proposals must incorporate as many as possible existing boat trailer parking spaces within the proposed development on the ground floor of parking garages or surface parking areas, and provide a boat ramp comparable to the existing ramp. In addition, proposals must include within the mix of proposed development, the promenade, restaurants, retail, residential units and other uses which provide increased public access to and use of the waterfront and Marina.
3. The MUNICIPALITY shall complete the Request for Proposals and/or the Public Private Partnership process within one (1) year of the date hereof and shall present the proposal selected by MUNICIPALITY as the most responsive to the Board of County Commissioners for their review. If the Board finds that the proposal selected by MUNICIPALITY meets the



requirements of this Interlocal Agreement and fulfills the objectives of the Waterfront Bond issue, the parties shall negotiate a further amendment documenting the actions required by MUNICIPALITY to implement said proposal and the time frame therefor. If the Board does not approve the selected proposal and enter into a further amendment to this Interlocal Agreement, the Town shall be obligated to repay the grant funding provided to MUNICIPALITY.

4. Capitalized terms not defined within this Amendment Two shall have the same meaning herein as within the Interlocal Agreement. Except as modified by this Amendment Two, the Interlocal Agreement remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

R2019 0892 JUN 18 2019

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Deputy Clerk

By: [Signature]  
Mack Bernard, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

By: [Signature]  
County Attorney

By: [Signature]  
Department Director

WITNESSES:

TOWN OF LAKE PARK

[Signature]  
Signature

By: [Signature]  
Mayor

Vivian Mendez  
Print Name

[Signature]  
Signature

Shaquita Edwards  
Print Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: [Signature]  
Municipality Attorney

R 2010 19 43 NOV 16 2010

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND  
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

FILE NUM 2010090854 OR BOOK PAGE 242780231 DATE: 12/23/2010 14:22:33 Pgs 0231 - 243 (13pgs)  
Sharon R. Book, CLERK & COMPTROLLER

**WHEREAS**, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

**WHEREAS**, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

**WHEREAS**, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

**WHEREAS**, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

**WHEREAS**, the TOWN will operate and maintain the Project upon its completion; and

**WHEREAS**, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

**WHEREAS**, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1: GENERAL**

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in Exhibit "D" (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A", "B" AND "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

### **ARTICLE 3: FUNDING**

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

#### **ARTICLE 5: USE OF THE PROJECT**

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

#### **ARTICLE 6: ACCESS AND AUDITS**

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

#### **ARTICLE 7: NOTICES**

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
With a copy to:

County Attorney  
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. 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 or 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

#### **ARTICLE 10: FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

#### **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

#### **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

#### **ARTICLE 13: PUBLIC ENTITY CRIMES**



As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal 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 Section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 14: CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

#### **ARTICLE 15: SEVERABILITY**

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16: ENTIRETY OF AGREEMENT**

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 17: THIRD PARTY BENEFICIARIES**

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

#### **ARTICLE 18: OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

**EXHIBIT "A"**

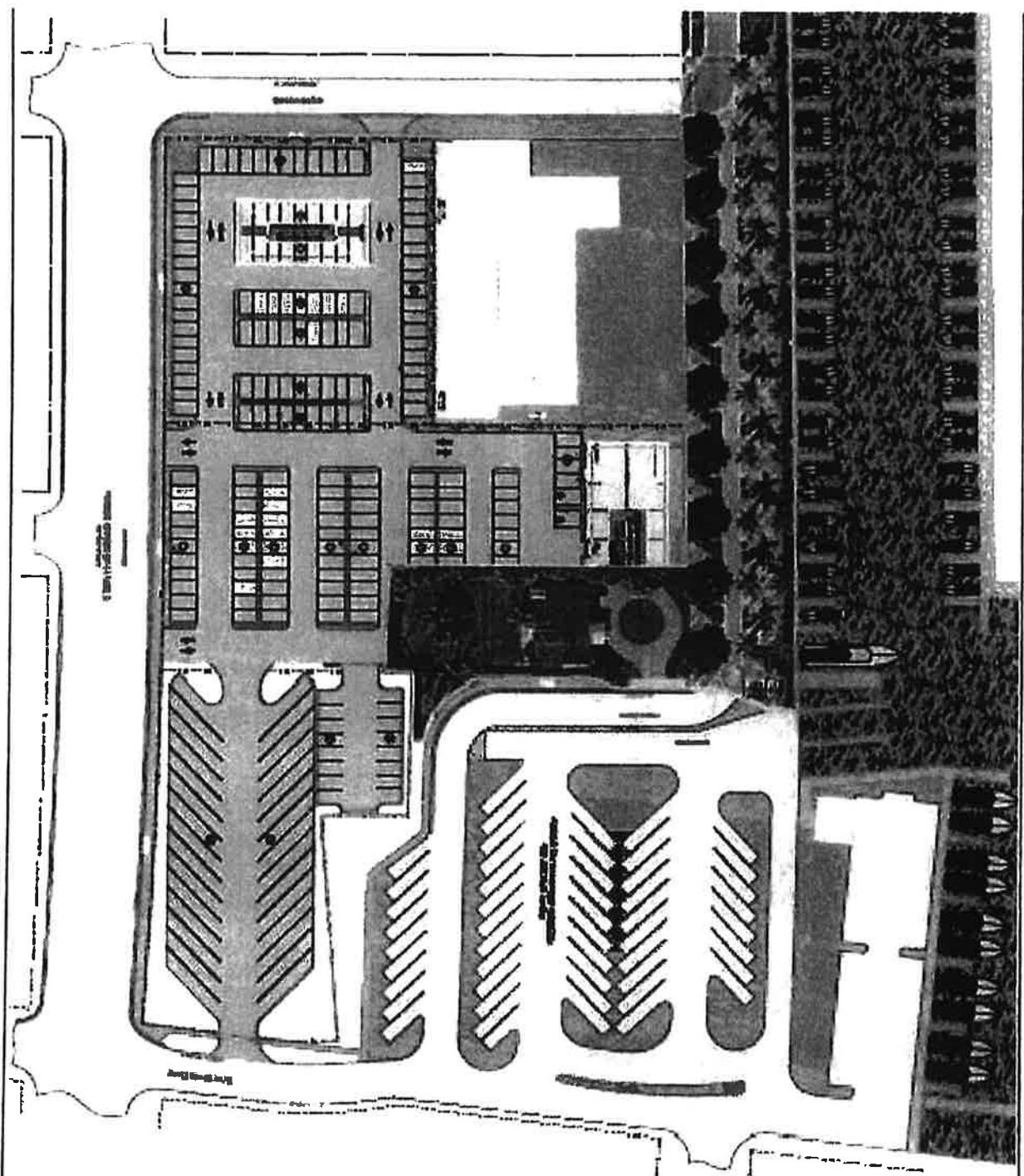
**Project Description**

**PHASE I**

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
<b>PHASE II</b>		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

**EXHIBIT "B"**  
**CONCEPTUAL SITE PLANS**

**See separate attachment.**



1. The site is located on the corner of ...  
 2. The site is bounded by ...  
 3. The site is bounded by ...  
 4. The site is bounded by ...

Project Name	...
Project Number	...
Project Date	...
Project Location	...
Project Status	...

27.  
 [Symbol]

**EXHIBIT "C"**  
**COST ESTIMATE**

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	<b>Total Investment</b>	<b>\$5,600,000 +</b>

## ***EXHIBIT D***

### **LEGAL DESCRIPTION OF THE PROPERTY**

**Parcel Identification Number: 36-43-42-20-01-114-0160**

#### **LEGAL DESCRIPTION**

**Portions of Lots 16 through 24 and 28 through 31, Inclusive Block 114, according to the Plat of LAKE PARK (formerly Kelsey City), Florida, as recorded in Plat Book 8, at page 23, in and for the records of Palm Beach County, Florida, being more particularly described as follows:**

**Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9°01' 57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85°19'00" East along the Southerly line of said Lot 28, a distance of 57.70 feet, to a point; thence North 3°07'00" West a distance of 100.03 feet, to a point in the Northerly line of Lot 31 aforesaid; thence South 85°19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West, and having a radius of 5759.65 feet, said point being in the Easterly right-of-way of US Highway No. 1 (State Road No. 5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2°27'21", distance of 246.86 feet to the point of Intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88°06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10°55'57", a distance of 50.0 feet to the Point of Beginning.**

ATTEST:

**TOWN OF LAKE PARK**

By: Vivian M. Lemley  
 Vivian M. Lemley, Town Clerk

By: Desca DuBois  
 Desca DuBois, Mayor

SEAL OF THE TOWN OF LAKE PARK  
 FLORIDA

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

R 2010 19 43 NOV 16 2010  
 BOARD OF COUNTY COMMISSIONERS

**PALM BEACH COUNTY, FLORIDA**

ATTEST:

By: Marcy Powell  
 Marcy Powell, Deputy Clerk

By: Karen T. Marcus  
 Karen T. Marcus, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
 County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: Audrey Wolf  
 Audrey Wolf, Director  
 Facilities Development & Operations

**R2014-0356**

**AMENDMENT ONE TO INTERLOCAL AGREEMENT BETWEEN  
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

**THIS AMENDMENT ONE TO INTERLOCAL AGREEMENT** is made and entered into on MAR 11 2014, 2014, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R-2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

**WHEREAS**, the parties desire to amend the provisions of the Interlocal Agreement regarding closure of Lake Shore Drive and configuration of the parking areas and pedestrian promenade.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Section 2.04 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.04. Town shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the project within 24 months of the date of this Amendment One.

2. Phases IB and IIA of the Project Description attached as Exhibit "A" to the Interlocal Agreement are hereby replaced with the descriptions of those Phases attached as Exhibit "A" to this Amendment One.

3. The Conceptual Site Plan attached as Exhibit "B" to the Interlocal Agreement is hereby replaced with the Conceptual Site Plan attached hereto as Exhibits "B-1 and B-2" to this Amendment One.

4. Except as modified by this Amendment One, the Interlocal Agreement remains unmodified and in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



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

R2014 0356 MAR 11 2014

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk



By: Priscilla A. Taylor  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

By: [Signature]  
County Attorney

By: [Signature]  
Department Director

WITNESSES:

[Signature]  
Signature  
Vivian Mendez  
Print Name

TOWN OF LAKE PARK  
By: [Signature]  
Mayor

[Signature]  
Signature  
Janet R. Miller  
Print Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

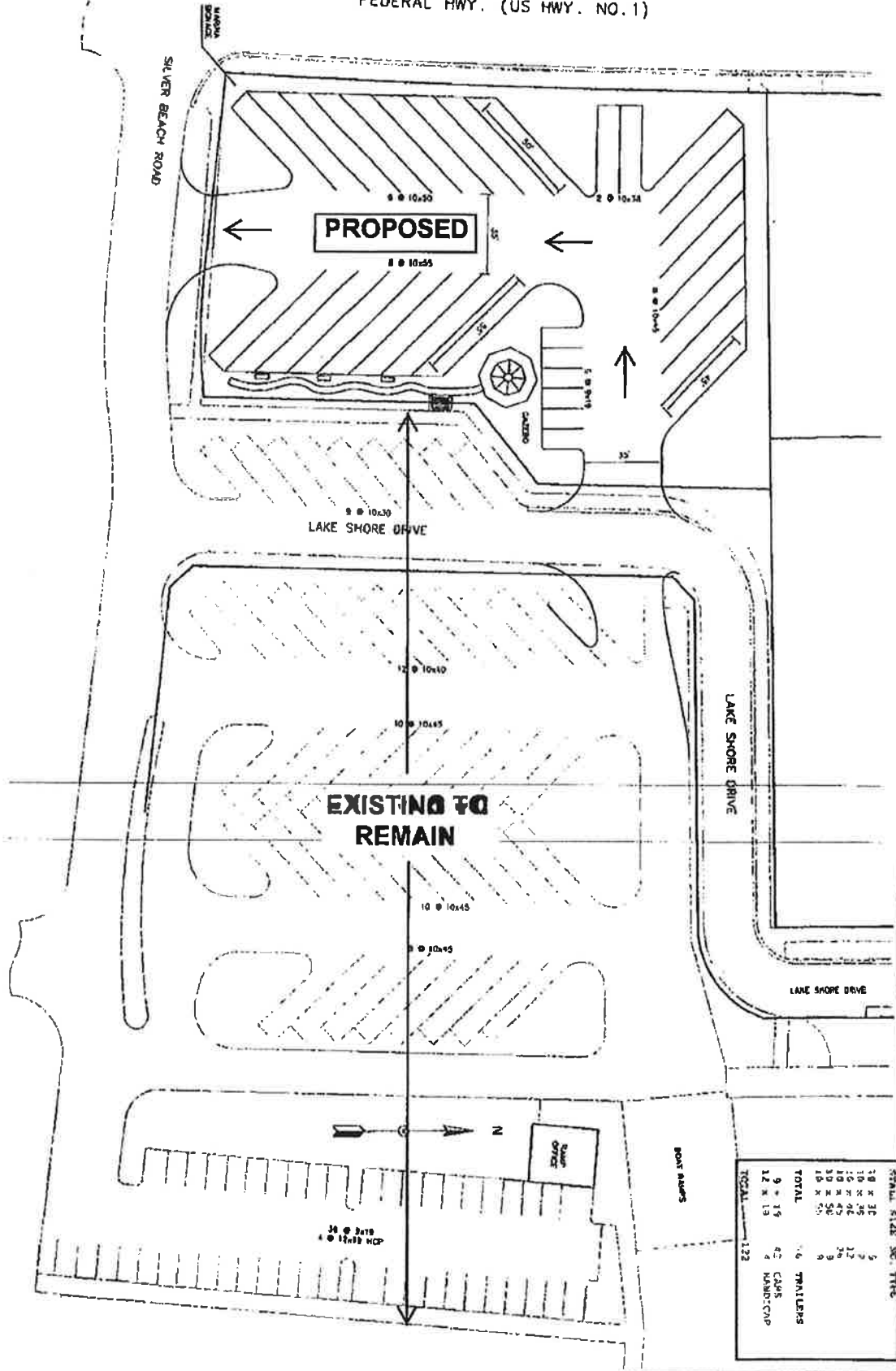
By: [Signature]  
Municipality Attorney

EXHIBIT "A"

Project Description

<p>B.</p>	<p>Boat Trailer Parking Lot Renovation</p>	<p><i>This phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land as well as the integration of the existing lower lot with the upper lot. With the integration of the two lots, the traffic pattern through the integrated lots, as well as ingress and egress onto Silver Beach Boulevard, will be modified to ensure that a much safer flow of boat trailer traffic will be reached. The acquired upper lot will provide an additional <del>30</del> 27 (twenty seven) boat trailer parking spaces along with 16 <del>6</del> (six) standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42 <del>37</del>% and thus enable more pedestrians and boaters to access the water.</i></p>
<p><b>Future Projects Dependent on Public Sector Funding and Private Investment</b></p> <p><b>PHASE II</b></p>		
<p>A.</p>	<p>Pedestrian Promenade</p>	<p><i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close approximately 460 feet of the northbound lane of traffic of the southernmost section of Lake Shore Drive (retaining, rather than eliminating, 12 public parking spaces) and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i></p>

**EXHIBIT B-1**  
**CONCEPTUAL SITE PLAN**  
**TRAILOR PARKING LOT RECONFIGURATION**  
 FEDERAL HWY. (US HWY. NO. 1)



TRAILER SIZE	NO.	TOTAL
18' x 30'	5	
10' x 30'	12	
10' x 45'	26	
10' x 45'	9	
10' x 30'	9	
TOTAL	66	TRAILERS
9' x 19'	42	CARS
12' x 19'	4	HANDICAP
TOTAL	112	

**EXHIBIT B-2**  
**CONCEPTUAL SITE PLAN**  
**LAKE SHORE DRIVE/PEDESTRIAN PROMENADE RECONFIGURATION**

