



Lake Park Town Commission, Florida

Regular Commission Meeting Agenda

Wednesday, November 16, 2022

Immediately Following the Special Call

Community Redevelopment Agency Meeting,

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	Commissioner
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

1. Public Presentation by Forest Development Acquisitions, LLC Regarding the Proposed Public Private Partnership (P3) for the Enhancement of the Lake Park Harbor Marina

PUBLIC COMMENT:

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

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- [2.](#) 82-11-22 Resolution Authorizing the Award of Lake Park Harbor Marina Security Services Contract to United Special Patrol, Inc.
- [3.](#) October 22, 2022 Second Public Workshop - Park Avenue Lane Reduction Minutes
- [4.](#) October 25, 2022 Special Call Commission Private Session Minutes
- [5.](#) 83-11-22 Resolution Authorizing and Directing the Mayor to Execute an Amendment to the Grant Agreement Between the State of Florida, Department of State, Division of Historical Resources, and the Town of Lake Park for Town Hall Preservation Work Activities.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: **None**

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: **None**

PUBLIC COMMENT:

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

NEW BUSINESS: **None**

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on December 7, 2022



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 11/16/2022

Agenda Item No.

**Agenda Title: Public Presentation by Forest Development Acquisitions, LLC
Regarding the Proposed Public-Private Partnership (P3) for the Enhancement of
the Lake Park Harbor Marina**

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

Approved by Town Manager

Date:

11/8/22

Name/Title *Bambi McKibbin-Turner, Assistant Town Manager/Human Resources Director*

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u>
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

At this November 16, 2022 Regular Commission meeting, representatives of Forest Development Acquisitions LLC will provide a presentation on the proposed Public-Private Partnership (P3) for the Enhancement of the Lake Park Harbor Marina. A direct mailer was sent to all Lake Park residents and stakeholders announcing this presentation.

Recommended Motion: No motion is necessary. This is a presentation only.

LAKE PARK HARBOR MARINA P3 IN PARTNERSHIP WITH THE TOWN OF LAKE PARK

TOWN COMMISSION PRESENTATION
November 16, 2022



Agenda

- Introduction and Team
- Our Proposal
- Comprehensive Agreement
- Monitoring & Compliance
- Letter of Intent
- Payments to Lake Park
- Schedule
- Partnership with Lake Park

PETER BAYTARIAN, PRESIDENT

MARK MOLLIKA, EXECUTIVE VICE PRESIDENT

SHANNON LEE, EXECUTIVE VICE PRESIDENT, DEVELOPMENT

JUSTIN MORROW, CHIEF OPERATING OFFICER

CHESTER RODEHAEVER, CHIEF FINANCIAL OFFICER

SARAH FLYNN, WILLCARO COMMUNICATIONS

BRIAN TERRY, INSITE STUDIO

LARRY ZABIK, ZABIK & ASSOCIATES

VLADIMIR NIAGOLOV, R + N ARCHITECTURE

MARK BOLCHOZ, BOLCHOZ MARINE ADVISORS



Expanding our Partnership with Lake Park

- Implementing the Visions Lake Park Plan
- New Hotel
 - Resort Style
 - Meeting/Event Space
- Boat Storage
- Marina Operations
 - Public Marina
 - Parking and Boat Launching
 - Full Public Access
- Marina Expansion and Upgrades
- Community Communications
- Utility Upgrades
 - FPL & FPU
 - Seacoast

Build a
mixed-use
commercial
catalyst as the anchor
to the redevelopment plan
that will promote long term
stability for the Marina and
the Town's waterfront.

Resort Hotel

Meeting/Event Space

+/-15,000 SF Retail and
Restaurant



Item 1.

Build a mixed-use commercial catalyst

as the anchor to the redevelopment plan that will promote long term stability for the Marina and the Town's waterfront.

- Dry boat storage
- +/-200 dry slips accommodating 38' vessels
- Captain's Quarters
- Event Deck



Promote the public character of the Lake Park Marina

through improvements to essential services and operations of the facility to stabilize revenue generation.

Goals for expansion:

- +/- 44 Slips to accommodate 40' vessels
- +/- 26 Slips to accommodate 50' vessels
- +/- 24 Slips to accommodate 60' vessels
- +/- 47 Slips to accommodate 70' vessels
- +/- 12 Slips to accommodate 80' vessels

Total of +/- 153 Wet Slips



Item 1.

Marina Operations

- Public Marina – Same Name
- Improved public boat ramp
- Supporting Lake Park
- Sunset Celebration Festival
- Expanded marina amenities
- Potential to add a restaurant

Unparalleled Experience in the Town of Lake Park

Forest Development has collaborated with the Town of Lake Park for over Five years while working on the design, entitlement, permitting and now construction of the waterfront development Nautilus 220. Nautilus 220 is the first development to invest in the Vision Lake Park created by the Town that re-imagines the entire Federal Highway corridor from Silver Beach Road to Kelsey Park, including the Lake Park Harbor Marina. With the N220 development being directly adjacent to the Marina property, our team has a unique understanding of the importance the Harbor Marina and waterfront assets have for the residents of the Town.

NAUTILUS 220

LUXE WATERFRONT RESIDENCES

Comprehensive Agreement Outline:

1. Performance and payment bonds, letters of credit, or other security.
2. Review of the design, site plan approved, schedule.
3. Inspection of the project.
4. Maintenance of a policy of public liability insurance.
5. Monitoring by Lake Park.
6. Periodic filing by Forest Development of the appropriate financial statements.
7. 7a. Procedures that govern the rights and responsibilities of Lake Park and Forest Development in the course of the construction and operation of the qualifying project.
7b. Termination of the comprehensive agreement or a material default by Forest Development.
7c. Conditions that govern the assumption of the duties and responsibilities of Forest Development.
8. Fees, lease payments, or service payments to Lake Park.
9. 9a. Duties of the private entity and duties of Lake Park:
9b. The Comprehensive Agreement:
 - An agreement by Lake Park to make grants, loans or issue bonds.
 - A provision under which each entity agrees to provide notice of default and cure rights.
 - A provision that terminates the authority and duties of Forest Development under this section.

Monitoring and Compliance

- Insurance of performance and payment of subcontractors
- Include bonds as needed
- Compliance with Comprehensive Plans
- Monitoring of project required by Lake Park
- P&P Bonds, LOC, and other Security must comply with F.S. 255.05
- Standard Fees, lease payments, service payments
- Compliance with Comprehensive Agreement and all leases
- Address Material Default of the Comprehensive Agreement
- Expiration or Termination of Agreements
- Inspection and monitoring by Town's representative
- Include safeguards in case of material default

Letter of Intent

Item 1.

Term Sheet between Forest Development Acquisitions, LLC
and Town of Lake Park
May 23, 2022
Page 1

May 23, 2022

The Honorable Mayor Michael O'Rourke and Town Commissioners
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

RE: Term Sheet -- proposed public private partnership ("P3") between the Town of Lake Park, Florida, and Forest Development Acquisitions, LLC

Dear Mr. Mayor and Commissioners,

As you know, Forest Development Acquisitions, LLC ("Forest") has been engaged in negotiations with the Town of Lake Park ("Town") regarding an unsolicited proposal submitted by Forest to the Town relating to a proposed development project ("Project") on certain upland and marina parcels subject to re-existing deed restrictions, owned by the Town and located in the vicinity of the Lake Park Marina. We sincerely appreciate the opportunity to negotiate this project with you and look forward to continuing to work together.

In order to summarize the key points of our negotiations thus far, we have set forth below a term sheet for the Town's review. If the terms below are acceptable to the Mayor and Commission, we look forward to moving forward with the next steps of this exciting project.

Ground Lease Term: The Town, as landlord, and Forest, as tenant, will enter into a ground lease ("Ground Lease") with a term of 99 years regarding the Leased Premises described below. The term will begin on the date of execution of the Ground Lease ("Lease Commencement Date").

Description of Leased Premises: (i) 115 Federal Highway (Parcel ID 36434220011140180); (ii) Lake Shore Drive (Parcel ID 36434220011140281); (iii) 15 Lake Shore Drive (Parcel ID 36434220011140260); (iv) 102 Lake Shore Drive (Parcel ID 36434220011140250); (v) All portions of Silver Beach Road and Lake Shore Drive abutting one or more of the above parcels (after the Town vacates same); (vi) 103 Lake Shore Drive (Parcel ID 36434221000040010);

The above parcels (v) are referred to herein as the "Upland Parcels." The above parcel (vi) is referred to herein as the "Marina Parcel." Collectively, the Upland Parcels and the Marina Parcel (are referred to as the "Leased Premises," which are depicted on the Google aerial attached hereto as **Exhibit A**.

Scope of Improvements: Forest shall build on the Leased Premises a mixed-use project consisting generally of four (4) components ("Project Component"):

(i) a hotel component, which will include a hotel, retail space, office space, parking and other related improvements ("Hotel Component");

Term Sheet between Forest Development Acquisitions, LLC
and Town of Lake Park
May 23, 2022
Page 2

Site Plan and Other Zoning Approvals:

(ii) a boat storage facility ("Boat Storage Component");

(iii) a restaurant on one of the Marina Parcels ("Marina Restaurant Component"); and

(iv) a marina, which will include a boat ramp, new boat slips, public space and other related improvements ("Marina Component").

Forest will have a period of four (4) years from the Lease Commencement Date to obtain all site plan and other zoning approvals (collectively, "Site Plan Approval") for all four (4) Project Components. Site Plan Approval for a Project Component shall be deemed to have been obtained when all Town approvals for the development of the particular Project Component, other than the issuance of a building permit, have been granted and are final and non-appealable. The four (4) year period above shall be subject to force majeure. Forest shall exercise good faith efforts to obtain Site Plan Approval and the Town agrees to cooperate in connection with such approvals.

Use of Leased Premises:

The permitted uses of the Leased Premises will consist of all lawful uses not inconsistent with the improvements built on the land.

Purchase Option:

After the Lease Commencement Date, Forest shall have a right of first refusal in the event the Town desires to sell all or any part of the Leased Premises. If Forest purchases the fee simple interest of all or any part of the Leased Premises, the parties shall negotiate a restrictive covenant to be recorded against the property purchased so that the use of the purchased property will remain consistent with the uses allowed under the Ground Lease.

P3 Public RFP Process:

Upon acceptance of this Term Sheet, the Town will publish all legal notices that are required to be published by Florida Statute Section 255.065 ("P3 Statute") based on the Town's receipt and acceptance of Forest's unsolicited proposal. The time period indicated in such notices for other persons or entities to submit competing proposals ("Bid Period") shall be the minimum allowed under the P3 Statute. The Town and Forest will discuss the process to be followed in connection with the Bid Period, including what parts of Forest's unsolicited proposal will be disclosed to the public and whether Forest will be allowed to re-submit a modified proposal during the Bid Period.

Monitoring and Compliance:

Forest Development commits to paying the cost of the Florida Statute required Monitoring and Compliance costs for a P3 development including the Lake Park P3 consultants' fees.

Development Costs:

Forest Development agrees to pay for all development costs associated with the local, state and Federal approval process

Term Sheet between Forest Development Acquisitions, LLC
and Town of Lake Park
May 23, 2022
Page 3

P3 Assessment Fee:

for any required permits for the Marina expansion including Professional Consultants, Legal Fees, Permit Fees and Lobbying costs.

Forest Development agrees to pay Lake Park a \$1,200,000.00 P3 assessment fee on the one-year anniversary of approval by Lake Park of the Comprehensive Agreement.

P3 Marina Fee:


Forest Development agrees to pay Lake Park an annual Marina fee in the approximate amount of \$300,000.00 annually for the debt service for the marina bonds starting upon the first anniversary of issuance of the first component Certificate of Occupancy being issued by Lake Park.

Very truly yours,

FOREST DEVELOPMENT ACQUISITIONS, LLC

By: 
Peter Baytarish, Manager

Benefits to Lake Park

- Increased Ad Valorum Income with minimal expenses
 - Economic Development
 - Vision Lake Park anchor development
 - Pay off Marina Improvement Debts
 - More local jobs
 - Improved recreational center
 - Improved local Marina
 - Improved Lake Park waterfront
- 

Payments to Lake Park

Lake Park - P3 PROI Hotel, Restaurant, Marina and Boat Storage

		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Through 2033
P3 Assessment		\$ 1,200,000.00											\$ 1,200,000.00
Marina Lease payment*				\$ 275,000.00	\$ 280,000.00	\$ 285,000.00	\$ 285,000.00	\$ 290,000.00	\$ 305,000.00	\$ 305,000.00	\$ 305,000.00	\$ 305,000.00	\$ 2,635,000.00
Boat Storage Ad Valorum	0.0053474			\$ 80,211.00	\$ 82,617.33	\$ 85,095.85	\$ 87,648.73	\$ 90,278.19	\$ 92,986.53	\$ 95,776.13	\$ 98,649.41	\$ 101,608.89	\$ 814,872.06
Hotel Ad Valorum	0.0053474			\$ 106,948.00	\$ 110,156.44	\$ 113,461.13	\$ 116,864.97	\$ 120,370.92	\$ 123,982.04	\$ 127,701.51	\$ 131,532.55	\$ 135,478.53	\$ 1,086,496.08
Marina Restaurant Ad Valorum	0.0053474			\$ 16,042.20	\$ 16,523.47	\$ 17,019.17	\$ 17,529.75	\$ 18,055.64	\$ 18,597.31	\$ 19,155.23	\$ 19,729.88	\$ 20,321.78	\$ 162,974.41
Building Permits			\$ 821,250.00										\$ 821,250.00
Total Return per year		\$ 1,200,000.00	\$ 821,250.00	\$ 478,201.20	\$ 489,297.24	\$ 500,576.15	\$ 507,043.44	\$ 518,704.74	\$ 540,565.88	\$ 547,632.86	\$ 554,911.85	\$ 562,409.20	\$ 6,720,592.56

Permit Values	
Hotel Building Permit	\$ 45,000,000.00
Boat Storage Building Permit	\$ 15,000,000.00
Marina Restaurant Permit	\$ 3,000,000.00
Total Permit Value	\$ 63,000,000.00

Assessed Values	
Hotel Assessed	\$ 20,000,000.00
Boat Storage Building Assessed	\$ 15,000,000.00
Marina Restaurant	\$ 3,000,000.00
Total Assessed Value	\$ 38,000,000.00

3% annual increase



Upcoming Key Dates



November 16, 2022

Public Presentation at Town Commission Meeting



December 7, 2022

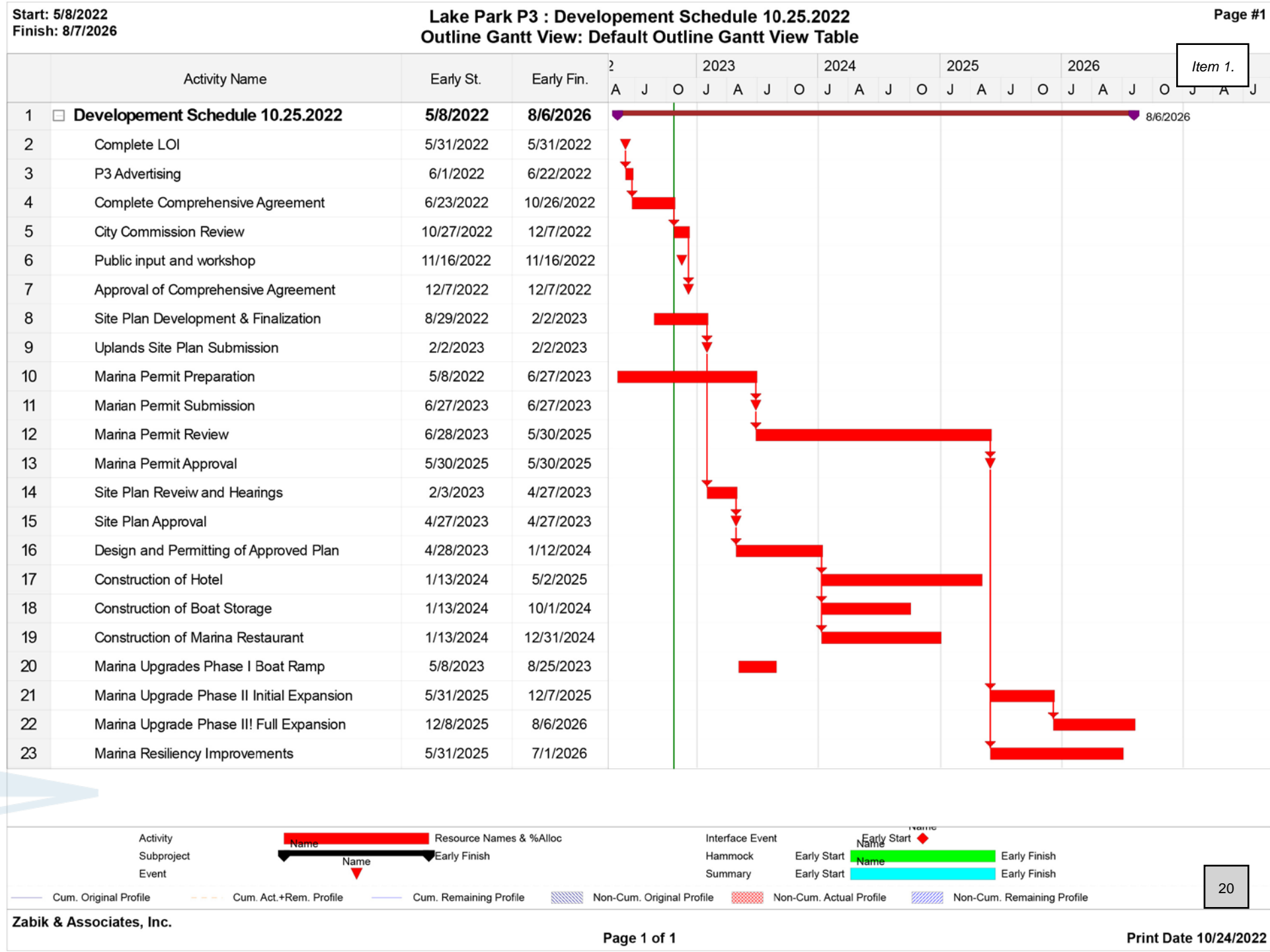
Approval Vote for the Comprehensive Agreement



Spring 2023

Submit site plan applications for Hotel and Boat Storage

Preliminary Schedule





NAUTILUS 220

LUXE WATERFRONT RESIDENCES

- Construction started Jan 2022
- Full shell permit issued
- Structure underway
- Completion Q4 2024

TOWN OF LAKE PARK

DEVELOPMENT OPPORTUNITIES



VISION
LAKE PARK

MORE THAN 80 ACRES

CONTACT THE TOWN OF LAKE PARK COMMUNITY DEVELOPMENT TO LEARN
ABOUT THE LAKE PARK VISION INITIATIVE INCLUDING:

INVESTMENT OPPORTUNITIES
DEVELOPMENT INCENTIVES
PROPOSED NEW MIXED-USE ZONING



FOLLOW-UP FROM LAST WORKSHOP

Item 1.

At the last workshop, held on June 26, 2019, a presentation from our lobbyist, Ellyn Bogdanoff was provided on the P3 (public private partnership) process and associated regulations. In addition, a presentation on existing Florida marinas and their respective "Services" and "Amenities" was presented. This resulted in a productive discussion that included, in part, the following:

(1) Desired Marina components:

- Adequate management
- Services that increase revenue and provide a better quality of life to residents
- Restaurant
- Pool
- Outdoor Showers
- Friendly, cozy atmosphere (design)
- Open area for public activities and music
- Rates that remain reasonable for residents
- Adequate maintenance plan for buildings and grounds
- Adequate vehicular and boat trailer parking
- Dry docks
- New Fueling stations and pump out station
- More floating docks
- Maintain commercial businesses already in place
- Entertain a partial overhaul, along with a complete overhaul since some components may be able to stay in place

Next Steps

- Finalize and execute the comprehensive agreement
- Initiate site plan approval process
- Hotel
- Dry boat storage
- Define marina plan and start permitting process





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 16, 2022

Agenda Item No. _____

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Agreement with United Special Patrol, Inc. for Security Services at Lake Park Harbor Marina

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

Approved by Town Manager

[Signature]
TOWN MANAGER

Date: 11/07/22

Name/Title ***Stephen H. Boquer, Marina Director***

Originating Department: <p style="text-align: center;">Marina</p>	Costs: \$ 67,672.00/annually Funding Source: Acct. # 401-57-579-800-34000 [] Finance <u>Jeffrey P. Duvall</u> <small>Digitally signed by Jeffrey P. Duvall DN: cn=Jeffrey P. Duvall, o=the townoflakeparkflorida, c=US Date: 2022.11.07 16:47:40 -0500</small>	Attachments: <ol style="list-style-type: none"> 1. Copy of Public Advertisement 2. Copy of United Special Patrol, Inc. response to RFP 107-2022 3. Resolution _____ with Agreement 4. Notice of Intent to Award Contract
Advertised: Date: <u>September 11, 2022</u> Paper: <u>Palm Beach Post</u> [] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>X</u> Please initial one.

Summary Explanation/Background: This item is seeking approval to enter into an agreement with United Special Patrol, Inc. for the provision of unarmed, uniformed security services at Lake Park Harbor Marina.

PROJECT SUMMARY: The Lake Park Harbor Marina has need for a qualified, licensed, and experienced contractor to perform security services at the facility. The existing contract, awarded to United Special Patrol, Inc., dba United K9 Special Patrol, expires on November 6, 2022.

PROJECT FUNDING: Funding for this project will come from the marina's annual operating budget's contractual services expense account.

PROCUREMENT: The Marina Department solicited for sealed public proposals to procure the services of a qualified security services contractor through RFP 107-2022. The project was advertised on September 11, 2022, with proposals due on October 13, 2022. Five proposals were received. On November 1, 2022, an Evaluation Committee comprised of Town staff convened to review the proposals, and recommended to move forward with awarding the work to United Special Patrol, Inc. at an annual cost of \$67,672.00.

CONCLUSION: The successful bidder, United Special Patrol, Inc., is a highly qualified licensed and insured security services contractor and has a great deal of expertise and experience in this type of work. Staff recommends approval.

Recommended Motion: I move to adopt Resolution No. _____

TOWN OF LAKE PARK
REQUEST FOR PROPOSAL (RFP) 107-2022
Lake Park Harbor Marina Security Services

The Town of Lake Park is accepting sealed proposals from qualified proposers who can perform the work described herein.

The Town of Lake Park is seeking Proposals from licensed, bonded, and qualified firms for the provision of uniformed unarmed security services at the Lake Park Harbor Marina (Marina"). The Marina is a public facility owned and operated by the Town of Lake Park, providing wet slip dockage for 115 vessels, boat launching and parking facilities, offices, and a public fishing pier. This Request for Proposals (RFP) is for the management, supervision, labor, materials, vehicles, and equipment necessary to provide for the protection and safekeeping of the buildings, vessels, docks, and customers, residents, and citizens utilizing the property. A more detailed description of the requirements of this bid can be found further herein.

Request for Proposal documents are available beginning September 12, 2022 at 8:00 AM EDT at <https://app.urbanleap.io/form/181180573682818>.

Sealed responses will be accepted digitally via the following Submission Form: <https://app.urbanleap.io/form/181180573682818> until October 13, 2022 at 2:00 PM EDT. Proposals will be publicly opened and read aloud at October 13, 2022 at 2:00 PM EDT in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Proposals will not be accepted in any other format other than the specified above. Late proposals will not be accepted.

Information regarding a Pre-Proposal Meeting and Site Visit, if applicable to this solicitation, will be detailed below:

Pre-Bid Meeting: Yes

Date/Time: Tuesday, September 20, 2022 @ 10 AM

Location: Lake Park Harbor Marina

Additional Information: Review Scope/Requirements, tour property

Site Visit: Yes - at Pre-Bid Meeting

Date/Time: Same as Pre-Bid Meeting

Location: Lake Park Harbor Marina

Additional Information: See above

All Proposers are advised to closely examine the Solicitation package, and to become familiar with the scope of work and services to be performed under this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted

via this form: https://app.urbanleap.io/questions_form/242625232344286 by September 29, 2022 at 5:00 PM EDT.

Proposers shall demonstrate a satisfactory record of performance for services provided which are similar in the magnitude and scope for the services sought herein and as documented by their Letters of Reference.

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for a minimum of 90 calendar days after submission of the Proposal.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All proposers are further advised that the Town will not supply or sell materials to proposers in connection with submission of preparation of proposals, or any other matter, including but not limited to envelopes, labels, or tape.

TOWN OF LAKE PARK, FLORIDA

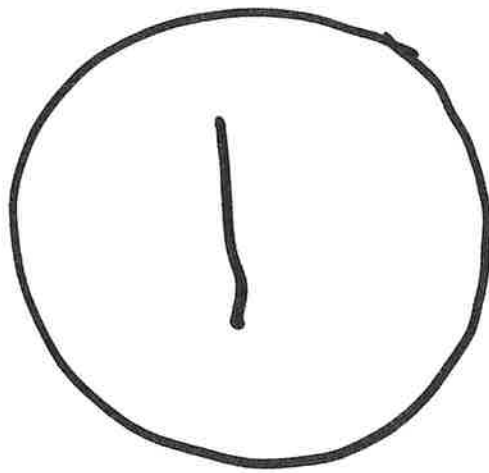
Office of the Town Clerk

Lake Park Town Hall

535 Park Avenue

Lake Park, Florida 33403

Published on: September 11, 2022 Palm Beach Post





I would like to thank you for the opportunity afforded United Special Patrol, Inc. to provide the enclosed information on our company and the various security services and products we provide.

Whether your goal is access control, loss prevention, shrinkage reduction or after-hours security, it is imperative that the security service provider you choose be able to stand behind their guarantee of qualified, trained and reliable security officers, as well as being able to provide cutting edge electronics. For well over 40 years our founder and President, Iva Wummer, has done just that!

Headquartered in Royal Palm Beach, Florida, United K-9 has a proven track record of successfully serving private and public sector clients throughout the State of Florida.

United K-9 was the first firm to provide K-9 services in Palm Beach to police departments, and drug sniffing dogs to the sheriff's department as well as guards dogs to local businesses. This ability to have *vision* of the future of the security industry and to adapt to, and embrace our constantly evolving society, is a major contributor to our reputation for disruption-free start-ups and adaptable, reliable security service programs at compelling value – and our reputation for excellent client service.

We have consistently exhibited our commitment to the idea that security is a service business. We are there when our clients call. We respond to concerns immediately and effectively. Operationally and administratively, the local Point of Contact is always a phone call away. With a 24/7 dispatch center, a diligent and caring operations team and a thorough hiring process we understand that and provide an unsurpassed level of excellence.

Sincerely,

Iva .P Wummer, President
United Special Patrol, Inc.

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



United Special Patrol, Inc.
dba United K9 Special Patrol
535 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411

Lic. #B-0000845
(561) 848-2600
Fax (561) 848-8752
Unitedk9@bellsouth.net

WHY WE ARE THE RIGHT TEAM FOR THE JOB

The reason we believe that United K9 Special Patrol, Inc. is the best to partner with the Town of Lake Park is as follows:

United K9 Special Patrol has been in Service since 1973 to present. Offering unarmed, armed guards, Private Investigators and K9 Units.

Robert Wummer, which works with United K9 Special Patrol has lived on the Marina for over 30 Years and is available 24/7. His qualifications are:

1. Military Police
2. Police Officer with K-9 Unit
3. Owner and Operated Security Companies for the last 49 Years.
4. Been a boater for most of his life and is alert to a boat that could be listing or have a fuel leak, etc.

Mr. Wummer assisted with a car accident at the Marina where a Woman almost lost her life after driving at a high rate of speed and crashing through concrete filled post at the Marina.

Mr. Wummer personally over sees the security guards and will decide if the Police and or the Marina Manager needs to be called when there is an incident.

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845

ATTACHMENT B - REQUIRED SUBMITTAL FORMS

ACKNOWLEDGEMENT OF ADDENDA

Item 2.

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated SEPTEMBER 22, 2022

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

 NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: United Special Patrol, Inc.

Signature: William Wummer

Name and title (Print or Type): William Wummer, Vice president

Date: October 7, 2022

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:

United Special Patrol, Inc.

Street Address:

535 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411

Mailing Address (if different from Street Address):

Same

Telephone Number(s): 561-848-2600

Fax Number (s): 561-848-8752

Email Address: bwummer@bellsouth.net

Federal Employer Identification Number: 20-1964735

Signature: William Wummer

(Signature of authorized agent)

Print Name: William Wummer

Title: Vice President

Date: October 7, 2022

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

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 SOLICIATION 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.

CONFLICT OF INTEREST DISCLOSURE FORM

Item 2.

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:

United Special Patrol, Inc.

Firm Name

William Wummer

Signature

William Wummer, Vice President

Name and title (Print or Type)

October 7, 2022

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:

United Special Patrol, Inc.

Firm Name

William Wummer

Signature

William Wummer, Vice President

Name and Title (Print or Type)

October 7, 2022

Date

DRUG-FREE WORKPLACE

United Special Patrol, Inc. _____ 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:

United Special Patrol, Inc.

Firm Name

William Wummer

Signature

William Wummer, Vice President

Name and title (Print or Type)

October 7, 2022

Date

NON-COLLUSION AFFIDAVITSTATE OF FloridaCOUNTY OF Palm Beach

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

- a. He/She is William Wummer of United Special Patrol, Inc., the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: (RFP) No. 107-2022 Title: Lake Park Harbor Marina Security Services

- 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.

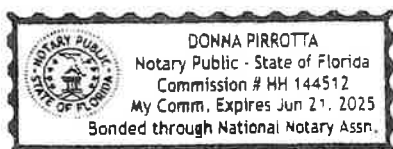
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive 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.

William Wummer

Signature

Subscribed and sworn to (or affirmed) before me this 3rd day of October, 2022 by William Wummer, who is personally known to me or who has produced _____, as identification.

SEAL



Notary Signature Donna Pirrotta
 Notary Name: DONNA PIRROTTA
 Notary Public (State): Florida
 My Commission No.: HH 144512
 Expires on: June 21, 2025

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: William Wummer

Title: Vice President

Date: October 7, 2022



REFERENCES

As specified in the Standard Terms and Conditions of this RFP, OFFERORS shall present the details of a minimum of three references of work performed that is similar to the services outlined in this RFP. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1. HMY YACHTS	817 NE Third Street, Dania Beach, Florida 33004
	Date(s) Service Provided <u>2016</u> to <u>Present</u>
Nancy Parks	PHONE: 954-926-0400
	FAX: 954-628-0057
2. Viking Yachts Service Center	1550 Avenue C, Riviera Beach, Florida 33040
	Date(s) Service Provided <u>2010</u> to <u>Present</u>
Mike Samuels	PHONE: 561-493-4800
	FAX: 493-2801561-

3. Jupiter Pointe Marina	18701 SE Federal Highway, Tequesta, Florida 33469 Date(s) Service Provided <u>2007</u> to <u>Present</u>
Dan Hoan	PHONE: 561-301-3334 FAX: 561-743-9626
4. Sailfish Marina	98 Lake Drive, Palm Beach Shore, Florida 33404 Date(s) Service Provided <u>2016</u> to <u>Present</u>
	PHONE: 561-281-6043 FAX: 561-848-9684



United Special Patrol, Inc.

dba United K9 Special Patrol
535 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411

Lic. #B-0000 Item 2.
(561) 848-2600
Fax (561) 848-8752
Unitedk9@bellsouth.net

WHY WE ARE THE RIGHT TEAM FOR THE JOB

The reason we believe that United K9 Special Patrol, Inc. is the best to partner with the Town of Lake Park is as follows:

United K9 Special Patrol has been in Service since 1973 to present. Offering unarmed, armed guards, Private Investigators and K9 Units.

Robert Wummer, which works with United K9 Special Patrol has lived on the Marina for over 30 Years and is available 24/7. His qualifications are:

1. Military Police
2. Police Officer with K-9 Unit
3. Owner and Operated Security Companies for the last 49 Years.
4. Been a boater for most of his life and is alert to a boat that could be listing or have a fuel leak, etc.

Mr. Wummer assisted with a car accident at the Marina where a Woman almost lost her life after driving at a high rate of speed and crashing through concrete filled post at the Marina.

Mr. Wummer personally over sees the security guards and will decide if the Police and or the Marina Manager needs to be called when there is an incident.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**NICOLE "NIKKI" FRIED
COMMISSIONER****DIVISION OF LICENSING****04/09/20**
DATE ISSUED**06/30/23**
DATE OF EXPIRATION**B 0000845**
LICENSE NUMBER**UNITED SPECIAL PATROL, INC.
DBA UNITED K-9 SPECIAL PATROL
535 ROYAL PALM BEACH BLVD.
ROYAL PALM BCH, FL 33411****WUMMER, IVA POLAK, OWNER**

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



Nicole Fried
**NICOLE "NIKKI" FRIED
COMMISSIONER**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2023
Item 2.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 8825 NW 21st Terrace Doral FL 33172		CONTACT NAME: Julio Guerrero PHONE (A/C, No, Ext): (305) 714-4400 FAX (A/C, No): (305) 714-4401 E-MAIL ADDRESS: Julio.Guerrero@bbrown.com	
INSURED United Special Patrol, Inc. DBA: United K9 Special Patrol 535 Royal Palm Beach Blvd Royal Palm Beach FL 33411		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10120	

COVERAGES

CERTIFICATE NUMBER: 22/23 GL,CA,UMB,PL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			51GL006065221	02/17/2022	02/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			51GL006065221	02/17/2022	02/17/2023	\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			51CC004906221	02/17/2022	02/17/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability			51GL006065221	02/17/2022	02/17/2023	General Aggregate 2,000,000 Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/ Item 2.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlantic Pacific Insurance 11382 Prosperity Farms Road Suite 123 Palm Beach Gardens FL 33410	CONTACT NAME: PHONE (A/C, No, Ext): (561) 624-1800 FAX (A/C, No): (561) 626-3153 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Ins. Co. NAIC # 10701 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED United Special Patrol Inc dba United K9 Special Patrol 535 Royal Palm Beach Blvd Royal Palm Beach FL 33411	

COVERAGES

CERTIFICATE NUMBER: 2022 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		0830-21320	04/29/2022	04/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

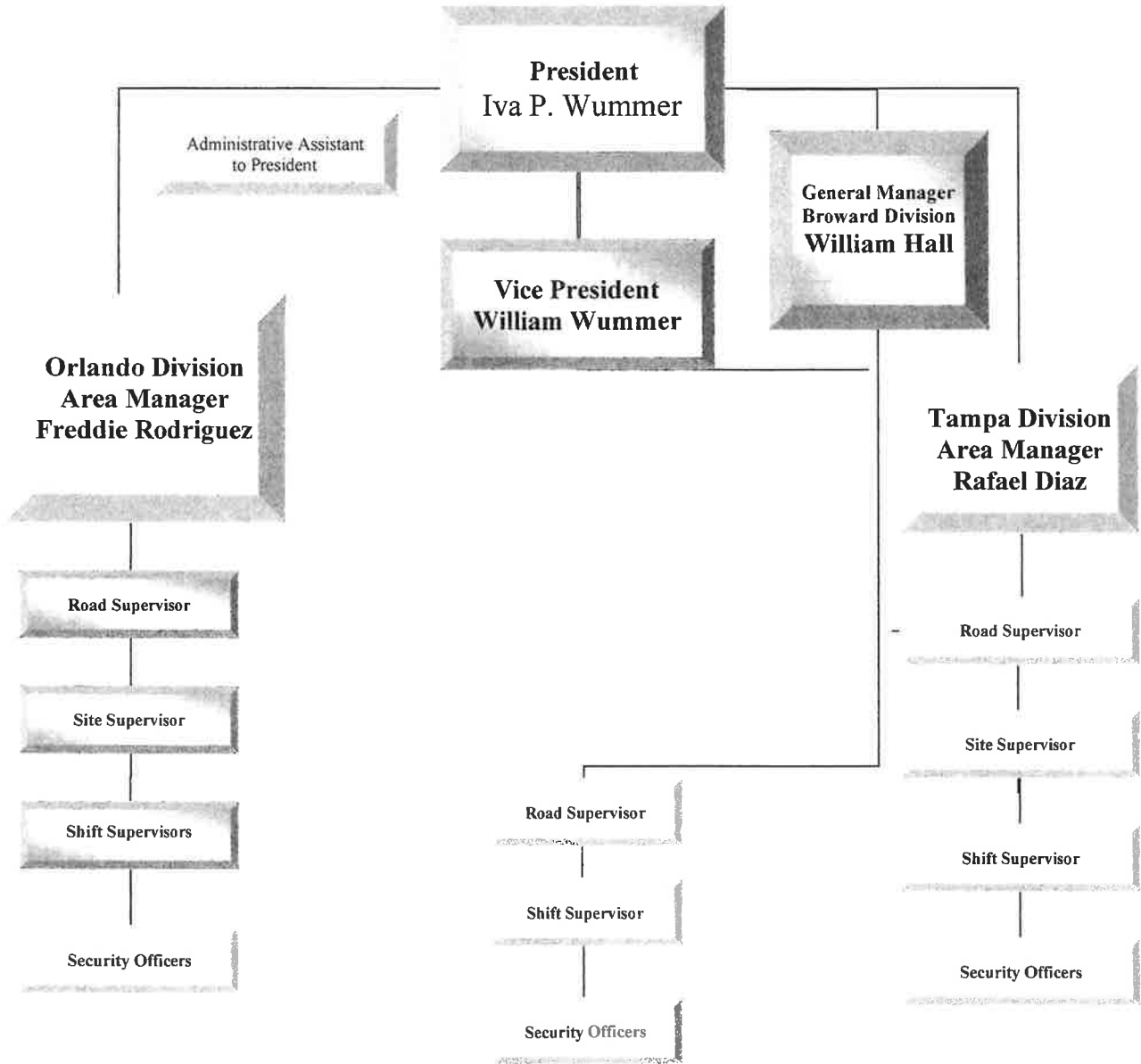
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Walter L. Perna

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UNITED SPECIAL PATROL, INC.



Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845





ORIGINAL

PROPOSAL FOR



**TOWN OF LAKE PARK 535 Park Ave. Lake Park, Florida 33403 REQUEST FOR
PROPOSAL (RFP) No. 107-2022 PROJECT: Lake Park Harbor Marina Security**

**SECURITY SERVICES (UNARMED) LAKE PARK HARBOR MARINA
BID NO. 107-2022**

7 October 2022

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Our Services

United Special Patrol can assist you in augmenting your physical security by providing you with the latest in electronic solutions. These integrations are an integral component to any security program.

Guest Verification Software

United Entry Software Suite is the proven solution for fast, secure guest verification used by Residential Communities. Our user friendly software uses the latest technologies yet is affordable and easily integrated into your community.

ProxiGuard Tour System

It works by installing a series of RFID Tags (each with its own unique global identification number) along patrol routes and having patrol personnel perform readings on the tags using a hand held reader. The recorded tag numbers along with each associated time stamps are later uploaded via communication adapters to computers for processing and verification. The results are displayed on the screen, printed or emailed so that managers can review at once job performance data of the patrolling personnel (attendance, locations patrolled, timeliness, incidents and etc).



OCR technology

OCR Technology Optical Character Recognition, OCR, is the process of converting data from scanned documents into computer-editable text that can be populated into other applications.



OCR Technology

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Our Services

CCTV Systems

We specialize in customized installation of video surveillance security systems to enhance security operations for businesses as well as providing additional peace of mind for homeowners. We understand that a secure business is a more profitable business and we have solutions for every profile. Similarly, knowing your home is secure adds an element of comfort to your personal life that is invaluable. Quality of life is what we are about and through our business we make it happen.



What is GPS Fleet Tracking?

The Global Positioning System (GPS) network was developed in the 1970's by the US military and was declassified in 1982 for commercial use. It includes multiple satellites orbiting the earth at a distance of approximately 20,000 miles. The satellites provide detailed time and positioning information. GPS vehicle



tracking and fleet management systems use a GPS transmitter/receiver and a small antenna on each vehicle that links it to the GPS network which can then monitor each vehicle's activity 24 X 7 X 365. The vehicle data is then downloaded into the user's master database, providing a permanent history of the entire fleet operation.

(561) 848-8752

State of Florida License #B-0000845

Fleet Management



Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Fleet Management

- Brand New Vehicles
- You Choose from Various SUVs' or Cars
- You Choose the Color
- Replaced Every Two Years
- Fully Marked and Equipped



Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Company Strengths

United Special Patrol, Inc. is an American owned and operated security service provider with well over 40 years of experience in the Florida market.

- **Family Owned and Operated**
- **Weekly Pay**
- **Employee Assistance Program**
- **Employee Recognition Program**
- **Longevity of Staff**
- **Longevity of Accounts**
- **Financially Stable**
- **Steady and Stable Yearly Growth**
- **Full Service Security Company**

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Company Strengths

- **Longevity of Management Staff**
- **Communication Between Managers**
- **Product knowledge**
- **Reputation**
- **Company Hiring Practice**
- **Personal Service**
- **Orientation**
- **Training**
- **Low Turnover Rate**



Company Strengths

- **Uniforms Provided at NO cost to officer**
- **Site Director in full uniform not civilian clothing**
- **All officers CPR trained**
- **No Smoking allowed on client premises**
- **All concerns addressed by owner not mid level managers or supervisors**
- **Work with Client to formulate site specific post orders and additional rules and regulations**
- **High morale amongst staff**
- **Service, Service, Service...**

Employee Training

The state of Florida like many other states has certain requirements that must be met prior to working as an unarmed security guard. In order to obtain the unarmed security guard license in this

State a specific class must be taken to qualify for the Class D License, which qualifies a person in the state of Florida to work as an unarmed security guard.

The training for an unarmed security guard includes learning to observe, writing detailed reports.

Other types of training are also required and are provided within the certified training courses.

The D License requires forty hours of classes in security training and must be taken from a certified facility.

The training provided will include:

- Basic first aid
- Emergency procedures
- Crime and accident prevention
- Fire containment
- Legal liabilities and other issues

In order to obtain the unarmed security guard license the requirements of Florida State Statutes section 493 (ss. 439.6201 through 493.6203) must be met



Employee Training

United Special Patrol training above and beyond State Of Florida mandates:

- **16 Hours of Marina Training**
- **8 Hours of Patrol Techniques**
- **Site Specific Written Test after 60 days**
- **Conflict Management**
- **Interpersonal skills**
- **Customer Service**
- **Crime Prevention**
- **Report Writing**
- **Observation Skills**
- **Safe Driving**
- **Supervisor Training**
- **Time Management and Organizational skills**

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Employee Benefits

- **Weekly Pay**
- **Employee Recognition Program**
- **Employee Financial Assistance Program**
- **Orientation**
- **Flexible Schedule**
- **Paid Training**
- **Paid Holidays**
- **Advancement Opportunities**
- **Only Promote from Within**
- **Major Medical**
- **Dental**
- **Vacation (Contract Based)**

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Drug Testing

United Special Patrol, Inc. is a drug-free work place in accordance to the Drug-Free Workplace Act of 1988

Candidates are given 10 Panel drug tests to screen for the following drugs:

- Marijuana
- Cocaine
- Amphetamines
- Methamphetamines
- Methadone
- Opiates
- Barbiturates
- Benzodiazepines
- Tricyclic antidepressant
- Phencyclidine



According to the Division of Workplace Programs, the results of a 10-panel drug test are often determined by a laboratory. This type of test typically detects if the following drugs are found in the urine sample: cocaine, amphetamine, methamphetamine (Ecstasy, crystal meth), tetrahydrocannabinol (marijuana), methadone, opiates (heroin), phencyclidine (PCP), barbiturates, benzodiazepines (Xanax, Valium) and tricyclic antidepressant. In addition to the drugs, the 10-panel drug test can also measure characteristics of the urine sample, such as the pH level. Testing the characteristics of the sample can show if the urine has been altered to cheat the test.

Telephone (561) 848-2600



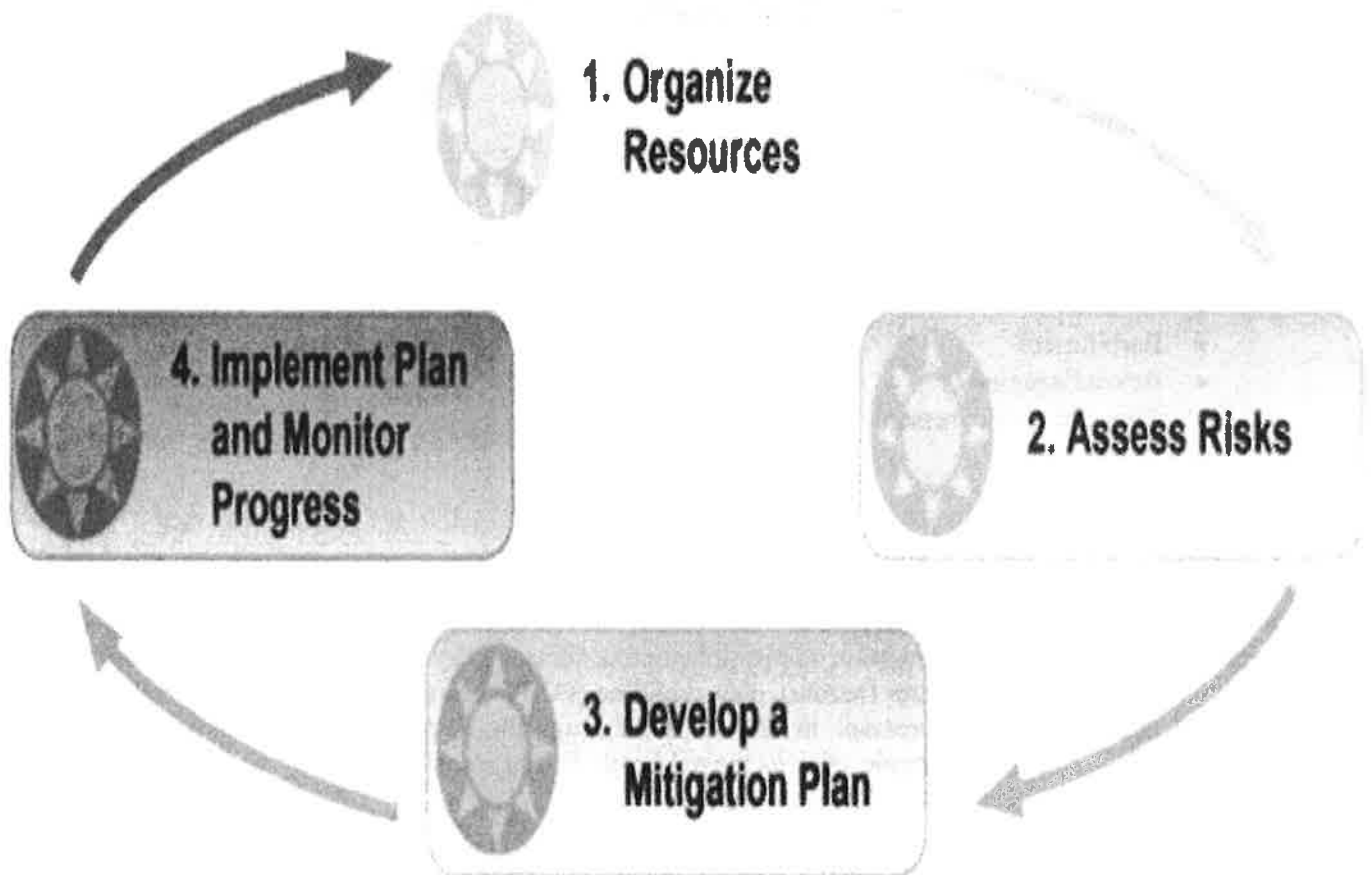
Facsimile (561) 848-8752

State of Florida License #B-0000845



Emergency Plans

Plan, Prepare & Mitigate



Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Emergency Plans

- Step 1: From the start, communities should focus on the resources needed for a successful mitigation planning process. Essential steps include identifying and organizing interested members of the community as well as the technical expertise required during the planning process.
- Step 2: Next, communities need to identify the characteristics and potential consequences of hazards. It is important to understand how much of the community can be affected by specific hazards and what the impacts would be on important community assets.
- Step 3: Armed with an understanding of the risks posed by hazards, communities need to determine what their priorities should be and then look at possible ways to avoid or minimize the undesired effects. The result is a hazard mitigation plan and strategy for implementation.
- Step 4: Communities can bring the plan to life in a variety of ways, ranging from implementing specific mitigation projects to changes in day-to-day organizational operations. To ensure the success of an ongoing program, it is critical that the plan remains relevant. Thus, it is important to conduct periodic evaluations and make revisions as needed.

Source: Federal Emergency Management Agency

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Ability to Provide Service in the Aftermath of a Hurricane

Hurricanes are serious storms that can cause massive destruction and loss of life. Some hurricanes are stronger than others, but any hurricane is dangerous. To survive a hurricane safely, you must prepare and use common sense. After hurricane Wilma United Special Patrol, like many other companies, made an assessment of its preparedness to mitigate man-made and natural disasters. We wanted to make sure that we could provide service to our clients as quickly as possible after an event. We will happy to provide, for your review, our hurricane manual, policy and procedure upon execution of contract.

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



For Informational Purposes Only
Marina Safety

Tens of thousands of waterfront communities around the world depend upon local marinas to serve as safe, family-friendly gateways to the boating experience. In 1928, the word "marina" was used for the first time in the U. S. by the National Association of Engine and Boat Manufacturers to define a recreational boating facility. Ever since then, marinas have been an integral part not only of American recreation, but also of the worldwide boating community at large. And at the same time, marinas have an increased responsibility to maintain clean and safe facilities for the boating public.

Florida's Waters

Florida has over 8,000 miles of coastline and 4,500 square miles of inland waterways, making it a paradise for boaters! From mega-yachts to wooden skiffs, having a boat is as normal as having a car for some Floridians.

Also known as "the ditch," the Intracoastal Waterway (ICW) is a natural but dredged channel that extends 500 miles down the east coast of Florida to the tip of the Keys. It's a very popular boating route that runs through rivers, creeks and dredged canals. It is maintained by the Florida Inland Navigation District.

The 135-mile Okeechobee Waterway, which cuts through the state, is another popular boating route, especially during the summer. It runs along the St. Lucie Canal from Stuart, across Lake Okeechobee and then on to Sanibel Island via the Caloosahatchee River.

Florida Marine Patrol

The Florida Marine Patrol is now known as the Fish and Wildlife Commission (FWC). Their main phone number is: 850-488-4676

Regional Offices:

Northwest Region	- <u>Regional Office - Panama City</u>	- 850-265-3676
North Central Region	- <u>Regional Office - Lake City</u>	- 386-758-0525
Northeast Region	- <u>Regional Office - Ocala</u>	- 352-732-1225
Southwest Region	- <u>Regional Office - Lakeland</u>	- 863-648-3200
South Region	- <u>Regional Office - West Palm Beach</u>	- 561-625-5122

Telephone (561) 848-2600



Facsimile (561) 848-8752

State of Florida License #B-0000845



Marina Fire Prevention, Theft and General Safety Tips

Marine theft is on an increase, and is usually done by relatively unskilled, young amateurs who strike where they find an easy opportunity. We can defend ourselves against this type of crime by becoming security conscious and by practicing the following common sense crime prevention measures, keeping in mind three factors which discourage thieves everywhere:

Time | Noise | Visibility

In considering boat security, try to think like a criminal. What factors about your boat or moorage would make it an easy target for a thief? Store your vessel so that it is not easily accessed.

Remove Equipment & Tackle

The best way to keep thieves from stealing property from boats is to not leave valuables aboard. Most thefts occur because boat owners simply fail to remove items from boats, making them easy targets. Remove marine electronics, fishing tackle, and equipment from boats would eliminate the majority of thefts that occur in the marine environment. Or secure electronics with theft-resistant hardware such as security bolts or screws.



Equipment Identification

Boat owners and fishermen should mark all equipment, including rods, reels, and tackle boxes. Engrave the owner's social security number and the state's abbreviation in a concealed area (on reel seat of fishing rods and under the reel seat on fishing reels). These identification numbers will assist law enforcement officers in tracing stolen merchandise back to the owner.

Photograph It

Photograph or videotape the interior and exterior of your vessel showing all installed equipment and additional gear/equipment. Open drawers and lockers and photograph interiors and contents. Date and sign the photographs and add any clarifying or identifying messages. Store the photographs in a safe place, not in the boat.

Record It

Make a complete inventory of your equipment, boat, motors, and trailer and record the serial numbers. Remember that most marine electronics, fish locators, depth finders, GPS devices, VHF radios, stereo systems, battery chargers, and expensive reels also have serial numbers. When provided to law enforcement, these serial numbers can then be listed on the National Crime Information Center stolen list. In the event of any type of loss, this information will prove invaluable in making a prompt, accurate report for law enforcement and insurance personnel.

Telephone (561) 848-2600



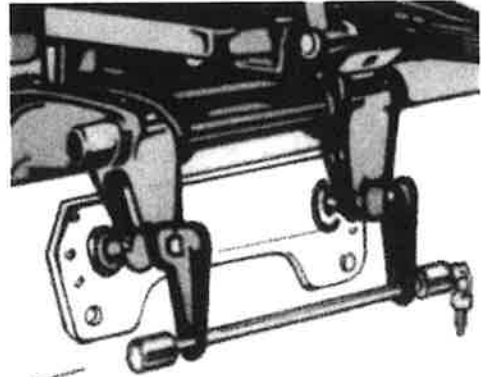
Facsimile (561) 848-8752

State of Florida License #B-0000845



Outboard Motor

Remove small outboard motors from boats that will be left unattended for an extended period of time. An alternative to removing these motors would be to add an outboard motor lock, which can make them somewhat more secure. While these devices can be pried off, the time and noise involved will make it more trouble than it is worth for many thieves.

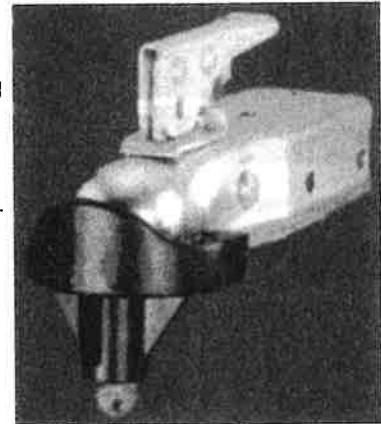


Personal Watercraft

Personal watercraft have become another popular target of boat thieves. They are relatively easy to transport or tow from a dock and are becoming the most popular boats for resale. Owners of these boats should use heavy vinyl-coated cable or log chains and shielded locks to secure them to a support post or other stationary fixture on the dock. Always remove the kill switch when left unattended.

Trailerable Boats

- Trailerable boats are the most frequent targets of marine theft. Stealing a boat is much easier if a thief can hitch up to your boat and trailer and drive away. These tips may help: If possible, store the boat and trailer in a locked garage, secured boat-storage facility or mini-storage stall. If the boat is stored at home, put it in the back or side yard out of sight.
- Store it with the trailer tongue not easily accessible.
- If storing a boat in an open driveway, carport, or open side lot, park another vehicle or other large object in front of the trailer.
- An effective, preventive measure for outside storage is to remove one trailer wheel.
- Store the spare tire in an automobile, truck, or secure it to the trailer with a chain and lock.
- Secure the boat and trailer to a secure object with a good quality chain and lock.
- Purchase a good quality trailer hitch lock and use it – even if stored inside.



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Vessel Security

There may be some equipment that must be left on the vessel. Secure these items only in lockable storage areas. Keep in mind that many times the storage area locks installed by the boat manufacturer are not adequate to deter thieves. Boat dealerships and marinas offer special after-market security devices, such as Loc-R-Bar for bass boats, which can be used to better secure boat storage compartments. Remember: **out of sight – out of mind.**

Houseboats, cruisers, and boats with cuddy cabins are not generally constructed with security in mind. However, there are several things that can be done to reduce the risk of vessel theft in these types of boats.

Marine Hatch – Marine dealers carry special exterior hatch locks. When fastened with a quality padlock, one of these improves security. Hinges and hatches are another weak point. Depending on the type of boat, it may be possible to add or substitute hinges for improved security. **Windows –** For sliding windows, place a length of doweling in the track to prevent the window from being forced open. Locksmiths and hardware dealers also carry a variety of special, small locks and fasteners, which can be used to increase the security of other types of windows. There are many systems that can be installed on boats. Care should be taken to select one designed for marine use – one that is resistant to water, salt, and humidity and has a reset function.

Courtesy of Detective Scott Van Deusen,
North Palm Beach Department of Public Safety

MARINE SECURITY RECORD – DUPLICATE AND KEEP WITH RECORDS						
Registration or Document Number		Hull Identification Number (HIN)			Inventory - Equipment	
Year	Make	Model	Length	Item / Model	Serial Number	\$ Value
Hull Color(s)	Trim Color(s)	Estimated Values Boat Hull \$ Engine \$ Trailer \$ \$ Equip/Access				
Engine MFR.	Engine HP					
Serial Number						
Engine 1	Engine 2					
Trailer MFR.		Year	Axles	Color		
Trailer VIN		License #		State		
Legal Owner		Address				
Insurance Company		Policy Number				



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Marina Fire Prevention, Theft and General Safety Tips

- When choosing a marina, check around for fire protective measures such as stand pipes, fire extinguishers, cleanliness, clear dock passageways, security, good lighting, surveillance cameras, uniformed guards, coded entry gates, a neighborhood watch program, and other accident and theft prevention measures. If you get a bad feeling, take your boat and your business elsewhere.
- Wear PFD's while on the docks and working around your boat. ESPECIALLY make sure that children are wearing properly-fitted PFD's.
- Don't swim in marina waters. Boat maneuvering and movement is tough enough without having swimmers in the water, and there can also be dangerous stray currents in the water from improperly bonded electrical systems.
- Make sure you, your family members, and guests are wearing non-slip shoes anywhere on the marina premises, but especially around the docks and on your boat.
- Don't leave loose items lying around on the dock or in visible areas of your boat. They could get kicked into the water, stolen, or present a tripping hazard.
- Be proactive about regular maintenance of your vessel, especially electrical and fuel systems.
- Use bio-degradable cleaning products when you wash your boat.
- If you leave your boat for any reason, turn off any portable heaters you may have on board.
- Never leave engine parts or oily rags around dock areas, and ventilate thoroughly before performing any work on your boat.
- You and your family are the eyes and ears of your marina neighborhood. Don't be shy about telling marina staff about potential problems or hazards, such as weatherworn wiring or fixtures, spilled or leaking fuel, or lack of safety equipment like fire extinguishers, proper signage, and life rings.
- Gasolines generators on board can leak fuel, short out, overheat, and can represent a significant carbon monoxide risk if not properly used and maintained.
- Practice a safe egress from your boat and from the dock in the event of fire.

ELECTRICAL

- Use only UL marine approved cord sets and connectors. Don't use extension cords at the dock. Turn off all electrical loads before connecting cords.
- Don't hook up if you see burn marks or if your cord set won't firmly connect to the power pedestal.
- View cord sets as a preventive maintenance item that are routinely replaced.
- Install an easy-to-use battery disconnect if your boat is stored in a dry rack -- don't trust your battery selector switch.
- Cords connecting your boat and the power pedestal should be arranged so that there is slack to allow for boat movement, and placed so that cords can't be crushed or chafed.
- If you find a cord set strained or damaged in any way, replace it immediately.
- Things you bring from home to use on your boat are not always suitable for boat use. The movement of the boat, the marine environment, and the fact that some appliances are intended for unattended, extended use can make home appliances risky. Space heaters, microwave ovens, vacuum cleaners, home battery chargers, and even lava lamps have been the cause of boat fires. If you use them, make sure they are unplugged or shore power is shut off when you're not around.



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- Make sure the marina is supplying you with the proper voltage, particularly if everyone on your dock is drawing a heavy load. Low voltage can cause AC appliances like refrigerators and air conditioners to overheat. Use a voltage input meter on your AC panel.
- It's a good idea to have double pole breakers and a polarity meter in your AC panel. If the marina does have the polarity reversed, you'll know it and juice will be cut off in the event of any shorts you might have in any appliances. If you have older style single pole breakers, turning off the breaker won't stop the flow of electricity if the polarity is reversed.
- When connecting or disconnecting power at your boat, always make sure the power is first disconnected at the dock pedestal.

FUEL

- Fuel portable tanks on the dock, not on or in the boat.
- Don't try to clean up gasoline spills by yourself - - inform the marina staff if you cause or see a spill.
- Before fueling, close all compartments, hatches, and covers. After fueling, open everything up and ventilate thoroughly. Use your nose to see if you can detect any fumes. Then run your blower for at least five minutes.
- When fueling, keep the nozzle of the pump in contact with the fill pipe.

Telephone (561) 848-2600



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State of Florida License #B-0000845



- SECURITY OFFICER TRACKING & REPORTING SYSTEM -

www.unitedk9specialpatrol.com

Integrated Field Solutions

● **Management Portal**

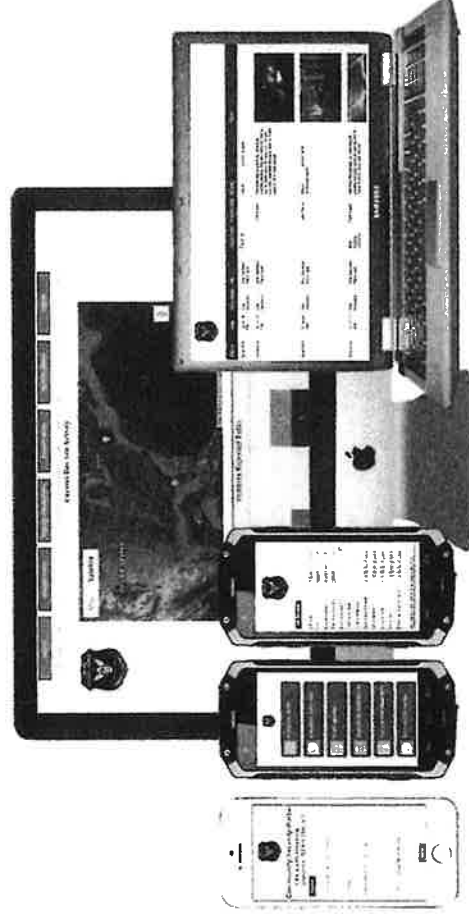
Cloud management component for real-time situational awareness, automated report sharing, and Task Management

● **Mobile Patrol**

Modern guard tour system and mobile reporting application for real-time data collection, deployed on smart-phones and tablets

Value Added:

- ✓ Accountability
- ✓ Streamlined Operations
- ✓ Real-Time Situational Awareness
- ✓ Complete Transparency
- ✓ Community-Wide Security

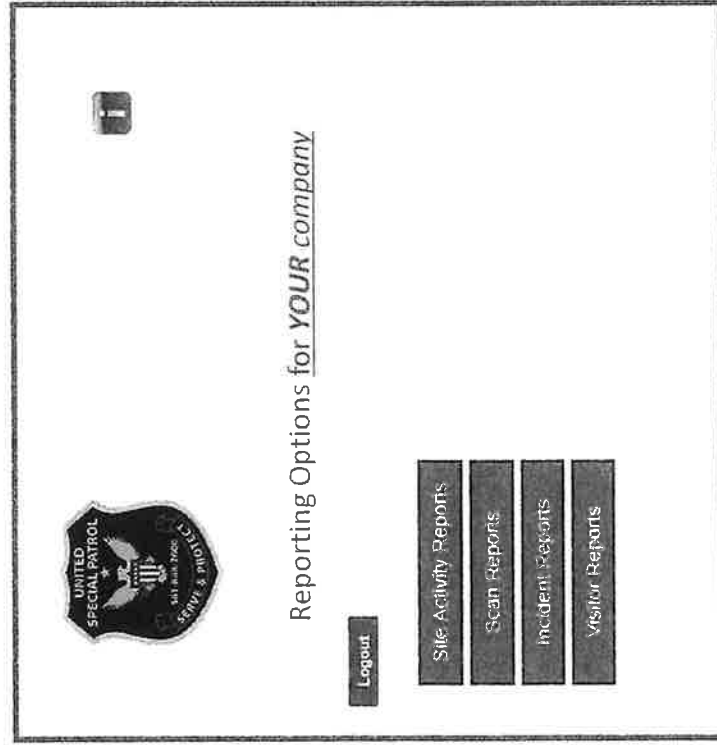


Next Generation Reporting

Your own database where all your reports are stored and accessible from any computer.

Superior to emailed reports, the personalized *Client Portal* is fully searchable and contains links for any attached videos.

And you can still save and email reports if you wish!



- ✓ Personal Reports Database
- ✓ Accessible From Any Computer
- ✓ Any Number of Users
- ✓ Searchable
- ✓ Sortable
- ✓ Savable to PDF w/ Pics
- ✓ Active Imbedded Video When Applicable
- ✓ Emailable & Printable Reports
- ✓ Simple, One-Page USER MANUAL

View your reports via your **Client Portal**; where they are stored, searchable, sortable, and accessible from anywhere you wish, *or*...



Officer Shift Report

Shift Beginning On: 12/04/2018
Security Officer: Bob Smith
Report Date: 12/05/2018

Date	Time	Client Name	Site	Check Point	Activity Type	Report	Photo
12/4/2018	10:08:38 PM	One Hermann	One Hermann Place Apts	Clock In		Officer Smith arrived on post.	
12/4/2018	11:13:01 PM	One Hermann	One Hermann Place Apts	Foot Patrol		Patrolled the property by checking outside parking lots and vehicles one by one to make sure its clear and secure and also checked the pool area to make sure its clear and secure.	
12/4/2018	11:14:47 PM	One Hermann	One Hermann Place Apts	Light Check		Officer Smith turned off the skylounge lights.	
12/4/2018	12:21:57 AM	One Hermann	One Hermann Place Apts	Main Parking Entrance	Foot Patrol	Patrolled the garage by checking all parking lots and vehicles one by one to make sure its clear and secure.	
12/5/2018	1:05:34 AM	One Hermann	One Hermann Place Apts		Foot Patrol	Patrolled the property checked the pool area to make sure its clear and secure all around.	
12/5/2018	2:48:53 AM	One Hermann	One Hermann Place Apts	Main Parking Entrance	Foot Patrol	Conducted patrol throughout 6 garage areas by checking all parking lots and vehicles one by one to make sure there is no suspicious person or activity around.	

74

Incident Type	Unsecured Tenant Space	Department Notified	Local Police
Name	Jo Orellio	Time of Arrival	2350
Date Submitted	2/3/2017	Respondor's Name	Officer Williams
Date of Incident	2/3/2017	Badge Number	DAG3256
Time of Incident	1700-2000	Police Report No.	02175451
Client ID	Ricchi	Client Notified	Yes
Sito	8595 N. Slummons	Witnesses	No
Type of Premises	High Rise	Safety Hazards Present	No
Authorities Notified	Yes		

Security officer Chillo observed south tower lobby entrance access card for entry to not be functioning since 1955 his security officer Chillo also observed lobby door mag lock not working. Chillo did not know if the lobby door mag lock was out of order until 1700 hrs. For the situation with south tower lobby on 02/28/2001 that the access door was having problems Security officer Chillo requested her number in order to call her whenever Nielsen employees needed a call to the security officer as to get the Nielsen security to handle the situation. After calling 3 to 4 times and not receiving an answer security officer Chillo logged on his regular report that he had south tower manual lock unsecured, at the time of this problem compounding it Captain Shields called and instructing him otherwise, as a way to remedy the Problem. Security officer Chillo also had to deal with the lobby entrance mag lock being unsecured and the conference room being blocked by Vegetation. Knightblaw firm as found out by security officer Chillo on duty that day that the mag lock was not working. The mag lock was running till 1730, but was out of order. Security officer Chillo was told by Nielsen employee, "Turn off the mag lock" by the time he was called by Site Captain Shields. Cooperation with the Supervisor of the Onsite Lobby entrance was minimal, since the time North Parking lot, for the tenant/vendors consultants as well as dual Nielsen employees demanding access and calling through the security phone. Nielsen' security officer unsecured 0 out of 4 times but did give Security officer Chillo a miss call. Security officer Chillo before 2100 went to the 10th floor of the South Tower to find the SQ On duty for Nielsen, when he was contacted by captain shields and was instructed to switch the lobby door mag lock to manual. Security officer Chillo was instructed to go to the lobby and turn off the lobby door mag lock and lobby for the conference room, and to stay on duty further and after 11:00pm 02/28/2001. Pictures attached is of Lobby door mag lock unsecured from one of the many Nielsen Employees 11:00pm 02/28/2001.



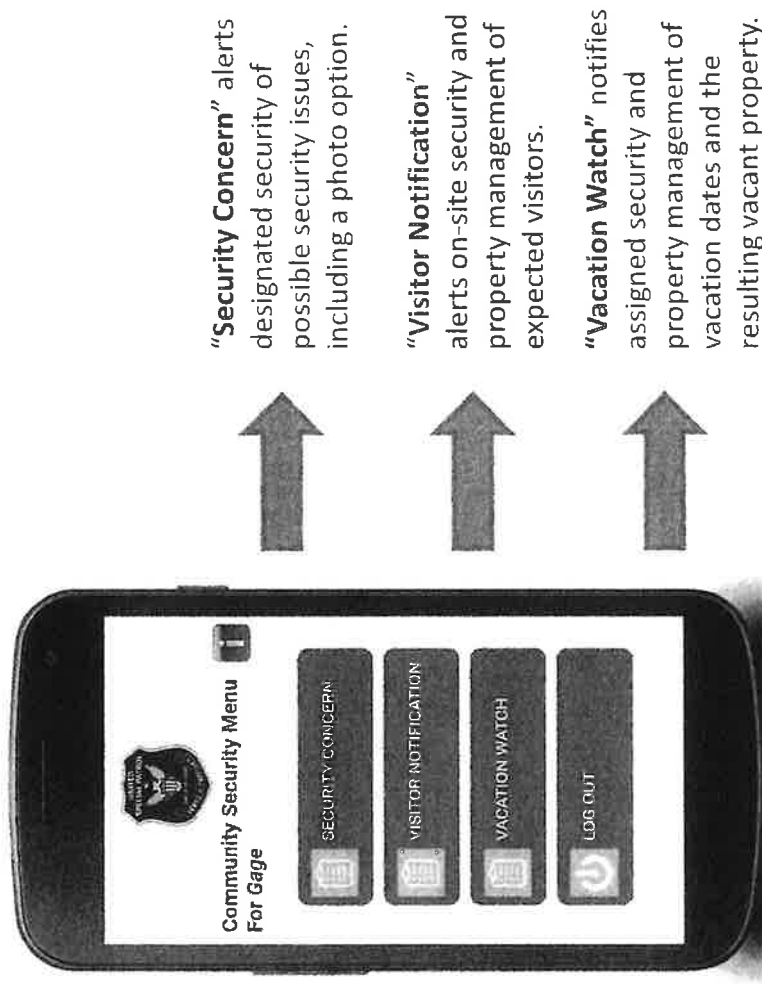
Integrated Pictures/Video & Geo Tags

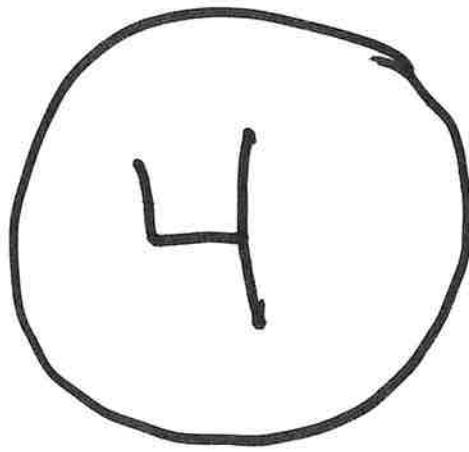
Item 2.

The *Community Security* Neighborhood Watch App adds a layer of security that very few security officer businesses can provide.

You can now allow your employees and/or residents to submit an alert to designated security personnel and/or property management, if desired, in real-time.

This is true security.





ATTACHMENT C – PRICING PROPOSAL FORM

Billing Rate to Town (\$/hour)

Marina Guard\$ 21.00 x 8 -- Per eight (8) hour shift (estimated number of days is 214)\$ 21.00 x 10 -- Per ten (10) hour shift (estimated number of days is 151)

Golf Cart Included

\$ 67,672.00 Estimated Annual Billing**Holiday/Special Event Guard(s)**\$ 31.50 Hourly Rate**These rates will apply to Federal holidays and Town special events.****INDIVIDUAL, FIRM OR PARTNERSHIP**By: William Wummer / William Wummer
(Signature) (Print name)Address: 535 Royal Palm Beach Blvd. Royal Palm Beach, Florida 33411Telephone: (561) 848-2600 Fax: (561) 848-8752
(both with area codes)E-mail Address of Signatory: bwummer@bellsouth.netCompany Website: www.unitedk9specialpatrol.comDUNS Number: 022024565Social Security Number (OR) Federal Identification Number (FEIN): 20-1964735**CORPORATION**By: William Wummer / William Wummer
(Signature) (Print name)Address: 535 Royal Palm Beach Blvd. Royal Palm Beach, Florida 33411

Telephone: 561-848-2600 FAX: 561-848-8752 (both
_ with area codes)

E-mail Address of Signatory: bwummer@bellsouth.net

Company Website: www.unitedk9specialpatrol.com

DUNS Number: 022024565

Federal Identification Number (FEIN): 20-1964735

State Under Which Corporation Was Chartered: Florida
(If a foreign corporation, the date the corporation was authorize to do business in the State of
Florida) _____

Corporate President: Iva P. Wummer
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: Iva P. Wummer
Secretary

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: Robert Wummer

Address: 110 Shore Drive. Riviera Beach, Florida 33404

Telephone : 561-348-4678

Email Address: wummerplace@bellsouth.net

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: Robert Wummer

Address 110 Shore Drive. Riviera Beach, Florida 33404



timekeeping, shift reporting,
etc.

RFP 107-2022 United
Special Patrol
Reports.pdf

RFP No. 107-2022
PROJECT Lake Park
Harbor Marina
Security.pdf

**Pricing: Complete and include
Pricing Proposal Form
(Attachment C). Include cost of
golf cart into hourly pricing.
List separately any other cost
considerations not covered in
your pricing or the Price
Proposal Form.**

Attachment C[8105].pdf

**What qualities does your firm
possess that you feel will make
it successful in partnering with
the Town in performing these
services?**

We have been providing security
guard services successfully for
the past 3 years to the Town of
Lake Park. In addition, we
currently service marinas all over
the tri-county area.

**If an addendum has been
issued, it shall be made
available on this form upon
refresh. By checking the box**



Office of the
Town Clerk

November 2, 2022

NOTICE OF INTENT TO AWARD

RFP 107-2022- Lake Park Harbor Marina Security Services

To All Interested Parties,

Thank you for submitting your response to Request for Proposal 107-2022, Lake Park Harbor Marina Security Services, dated September 12, 2022. The Town received five qualified responses, which were evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to:

United Special Patrol, Inc.
535 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

We would like to thank each vendor for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

**Vivian
Mendez, MMC**

Digitally signed by Vivian Mendez, MMC
DN: cn=Vivian Mendez, MMC, o=Town of
Lake Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2022.11.01 16:19:53 -04'00'

Vivian Mendez, Town Clerk

Cc: Stephen Bogner, Marina Director

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH UNITED SPECIAL PATROL, INC. D/B/A UNITED K9 SPECIAL PATROL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (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 persons; and

WHEREAS, the Town Commission has previously determined that there is a need for security services at its Lake Park Harbor Marina (the Marina); and

WHEREAS, the Town solicited and pursuant to that solicitation received proposals on October 13, 2022, for security services; and

WHEREAS, United Special Patrol d/b/a United K9 Special Patrol (United K9) submitted a proposal in response to the Town's solicitation wherein the United K9 represented that it is qualified, able and willing to satisfactorily provide security services at the Marina; and

WHEREAS, the Town Commission finds that United K9's proposal is acceptable and the Commission has agreed to enter into a contract with United K9; and

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

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

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with United Special Patrol, Inc. d/b/a United K9 Special Patrol, a copy of which is attached hereto and incorporated herein as Exhibit 'D'.

Section 3. This Resolution shall take effect upon execution.

The foregoing resolution was offered by _____

Who moved its adoption. The motion was seconded by _____

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 ROGER MICHAUD	_____	_____
COMMISSIONER JOHN LINDEN	_____	_____
COMMISSIONER MARY BETH TAYLOR	_____	_____

The Town Commission thereupon declared the foregoing Resolution No. /11/2022
duly passed and adopted this 16th day of November, 2022.

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

CONTRACT FOR SECURITY SERVICES

This contract for security services at the Lake Park Harbor Marina (Contract), is made this day of _____, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the “TOWN”, and United Special Patrol, Inc., dba United K9 Special Patrol, hereinafter designated as the “CONTRACTOR”.

RECITALS:

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 persons; and

WHEREAS, the TOWN has previously determined that there is a need for security services at its Lake Park Harbor Marina (the Marina); and

WHEREAS, the TOWN solicited and pursuant to that solicitation received proposals on October 13, 2022 for security services; and

WHEREAS, the CONTRACTOR submitted a proposal in response to the TOWN’S solicitation wherein the CONTRACTOR has represented that it is qualified, able, and willing to satisfactorily perform security services at the Marina; and

WHEREAS, the TOWN has found the CONTRACTOR’S proposal to be acceptable and the Commission has agreed to enter into a contract with CONTRACTOR; and

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

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

Services

I. General

1. The TOWN shall appoint a representative to determine if the services are being performed in accordance with the contract requirements. The TOWN's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or unsatisfactory.
2. The Contractor shall appoint a representative to serve as liaison between the contractor and TOWN's representative.
3. Contractor shall present to the TOWN, one week prior to commencement of contract, the names, licenses, and qualifications of the personnel assigned to work as security officers under this contract. The TOWN shall be notified, in advance, of any staffing or personnel changes made to the work roster at the marina.
4. Contractor shall patrol the premises utilizing a "Security Guard Tour Monitoring Tracking System" or approved equivalent furnished by contractor that shall provide mapping logs of officers' daily tours along with a Daily Activity Report of that day's tour.
5. Contractor shall provide Marina via email or other electronic means with a legible Daily Activity Report and incident reports after completion of each shift. All logs or incident reports shall be typed in standard business English and shall be completely legible, and must include documentation that all rounds were completed as required herein.
6. The contractor shall provide all supervision, labor, tools, vehicles, and equipment necessary to complete all services.
7. Security guards shall be awake and alert at all times, and able to respond to alarms and emergency situations without delay. Prohibited activities shall include but not be limited to: abandoning an assigned post without proper approval or relief; sleeping; consumption of alcohol or prohibited substances; patrolling with unauthorized persons while in the performance of their regular duties.

II. Contractor Requirements

1. The contractor shall provide all management, supervision, labor, materials, vehicles (**including golf cart**) necessary to provide full building and site security services as described herein for the Marina, including, but not limited to, the following duties and tasks:
 - A. **Licensure:** Contractor and all agents and employees must be licensed by the Florida Department of Agricultural and Consumer Services, Division of Licensing as required by Florida Statutes Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.
 - B. **Security**
 - Contractor shall provide one (1) on-site, uniformed security guard with golf cart at the Marina during the shift hours noted herein. The marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April 1 through October 31). During the winter months (November 1 through March 31) from 8:00 PM until 6:00 AM. The Town of Lake Park reserves the right to add other possible locations, and to modify the required hours of service during the term of the contract.
 - The on-site security guard is required to make and electronically document (using a "Security Guard Tour Monitoring Tracking System" or approved equivalent) one (1) round of the premises during each shift. The mapping log illustrating these rounds along with a Daily Activity Report must be submitted to the Marina Representative at the conclusion of every shift.
 - Contractor shall follow Marina security procedures including clocking in and out, opening and closing, the route to be followed, emergency notification protocols, etc.
 - C. **Safety / Training**
 - The contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR and AED operation, and general emergency procedures. In the event of a confrontation with members, no force shall be permitted. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated law enforcement

arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina representative by the contractor and reviewed by the TOWN on a case by case basis.

- The contractor shall provide to all of its employees serving at the Marina training in the following areas: general duties, patrol procedures, communication, safety, first aid, legal issues, and emergency procedures (fire, medical, disaster, vessel sinking, etc.). The contractor shall provide supervisory training to all supervisors responsible for Marina security guards.
- Training shall be provided in accordance with industry standards, and shall include such areas as conflict resolution, customer service, sensitivity, and use of force

D. Emergencies

- All calls of an emergency nature must be reported to the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) by calling 911. Security guards must carry with them at all times the communications devices necessary to make these emergency calls.
- Contractor shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Director/Dockmaster to report emergencies, unusual situations (i.e. trespassing, vandalism, vessel & building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, fuel spill, alarms, etc.).

E. Uniforms/Equipment

1. The contractor shall provide the following items for security service:
 - Complete uniforms for personnel that present a professional image. The uniforms shall be of consistent color, appearance, and in good condition. The uniform shall only be worn on Marina property when the security guard is on official duty or in transit between residence and the job site.
 - Communication between security guards and Marina management is required. Cell phones shall be provided to security guards by contractor at no expense to the TOWN.
 - Use of TOWN property (including telephones, camera equipment, etc.) shall be used for official business in the performance of the contract only. TOWN property shall not be used for any manner of personal advantage, business gain, or other personal endeavor by the contractor or the contractor's agents or employees. The contractor shall take all necessary measures to protect and secure the TOWN's property.

F. Required Security Guard Qualifications

1. Personnel shall be able to perform the duties and responsibilities of a security guard and be professionally mature to perform security guard duties as prescribed. The following requirements shall not be considered to be all-inclusive but are to be used as minimum guidelines for the quality and experience level of the security guard required for this contract.
 - A minimum of two (2) years of employment as a security guard;
 - Ability to deal effectively with all segments of the public; relate well to people; and remain courteous and professional in all dealings with the public;
 - Ability to establish and maintain effective working relationships with others;
 - Experience and professional maturity to enable them to make accurate and concise observations;
 - Ability to respond calmly and appropriately to emergency situations and determine a proper course of action;
 - Ability to recognize dangerous or potentially dangerous situations and to take effective action;
 - Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
 - Ability to communicate orally and in writing using standard business English;
 - Ability to work outside in all weather conditions;
 - Ability to maintain accurate records;
 - Ability to work without close supervision and to make independent, logical, professional decisions;

- Documentation that the security guard has passed a criminal background investigation. The Town of Lake Park reserves the right to review the history of each security guard assigned to ensure that the background investigation has been conducted satisfactorily;
- Certification in first aid, CPR and use of automated external defibrillator (AED).

G. Pre-Commencement Meeting

1. A mandatory pre-commencement meeting shall be held prior to the start of the contract. The contractor shall offer to the TOWN their plan for providing optimum security coverage for the Marina property, its customers and vessels, and the public. The scope of responsibility and authority of the security guards posted shall be reviewed. The contractor shall immediately notify the TOWN of any deviation from the agreed upon security plan.

H. Enforcement

- All security services performed and equipment provided for this work shall be subject to review and inspection by the TOWN. The TOWN reserves the right to inspect ongoing security during any period for quality assurance purposes.
- The TOWN shall reserve the right to determine whether an adequate level of security and supervision is being maintained. Services found to be deficient or incomplete or not accomplished as required by contract will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in a timely manner shall constitute sufficient cause for contract termination.
- The TOWN has the authority to point out deficiencies in service and require corrective action by the contractor, including but not limited to additional training, or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to contractor for corrective action.

I. Post-Award Review

- Prior to performance commencing under the contract, the Marina Director/Dockmaster and the contractor shall conduct an on-site in-depth review of the contract requirements to include, but not be limited, to the following:
 - A. Policies and specific procedures for responding to emergency alarms and situations; natural disasters; HAZMAT; and medical emergencies at the marina.
 - B. Floor plans and aerial maps of the facilities and property showing alarm systems, utility shut-off valves and switches, and special instructions pertaining to security controls.
 - C. Requirements for contract security guard and supervisor eligibility such as training and safety requirements, prior approval requirements, and proper uniform code.
 - D. Patrol and post requirements and procedures.

Term

- I. Unless extended or terminated, the term of this contract shall commence upon the execution by both parties and shall continue for a term of two (2) years, with three (3) one year options to renew by either party.

Compensation

- I. Compensation shall not exceed \$ 21.00 per hour for regular service and \$ 31.50 per hour for holidays which shall be invoiced to the TOWN by the CONTRACTOR on a monthly basis. Such invoices must make reference to the Purchase Order number authorizing the service. All services are subject to inspection prior to payment by the TOWN. Services that do not meet the scope of work will be rejected.

Insurance Requirements

- I. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum amounts of liability:
 - WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS' LIABILITY LIMITS shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
 - COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
 - BUSINESS AUTO LIABILITY with minimum limits of One Million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- II. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- III. All certificates of insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN, at its discretion, may require the CONTRACTOR to provide a complete certified copy of the insurance policy(s).
- IV. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the state of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.
- V. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- VI. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional insured shall not apply to TOWN.
- VII. Violation of the terms of this section shall constitute a material breach of the Contract by CONTRACTOR and the TOWN, at its sole discretion, may cancel the contract and all rights, title, and interest of the CONTRACTOR shall thereupon cease and terminate.

Indemnification

- I. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants, or employees.
- II. The CONTRACTOR is not required to indemnify the TOWN, its elected officials, agents, servants, or employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants, or employees. The terms of this section shall survive completion of all services, obligations, and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- III. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR.
- IV. Nothing in this Contract shall be construed to be intended as a waiver of the sovereign immunity conferred upon the TOWN by § 768.28, Florida Statutes.

Personnel

- I. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- II. All of the services required hereunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized, or permitted under state and local law to perform such services.
- III. The CONTRACTOR warrants that all services shall be performed by skilled, licensed, and competent personnel to the highest professional standards in the field.
- IV. All of the CONTRACTOR'S personnel while on TOWN'S premises, shall comply with all of TOWN'S requirements governing conduct, safety, and security.

Governing Law and Venue

- I. The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

Contract Amendments

- I. This Contract may only be amended by a written amendment executed by both of the parties.

No Assignment

- I. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without obtaining the prior written authorization of the TOWN.

Attorney's Fees

- I. If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

Compliance with Laws

- I. The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

Independent Contractor Status

- I. The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to perform similar services to others.

Integration

- I. This Contract states the entire understanding between the parties and supersedes any written or oral representation, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements, or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors of interest.

Termination for Convenience of Town

- I. Upon thirty (30) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. In the event the CONTRACTOR elects to terminate the Contract, it shall give the TOWN sixty (60) calendar days written notice of its intention to do so by certified mail, return receipt requested.

Non-Exclusivity

- I. The award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such actions to be in the TOWN'S best interest.

Funding

- I. In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

Right to Audit

- I. The TOWN reserves the right to audit the CONTRACTOR'S records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

Public Entity Crimes

- I. As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its employees, affiliates, suppliers, subcontractors, and any other contractors 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Notices

- I. All notices to the TOWN shall be sent to the following address:

Attention: Lake Park Harbor Marina Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

All invoices to the TOWN shall be sent to the following address:

Attention: Accounts Payable, Finance Department
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

All notices to the CONTRACTOR shall be sent to the following address:

Public Records

- I. With respect to public records, the Consultant/Vendor is required to:
- Keep and maintain public records required by the TOWN to perform the service.
 - Upon request of the TOWN'S custodian of public records, provide the TOWN with such records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
 - 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 the completion of this Agreement if the Consultant/Vendor does not transfer the records which are part of this Agreement to the TOWN.
 - Upon completion of the terms of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the Consultant/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant/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 or confidential from public records disclosure. If the Consultant/Vendor keeps and maintains public records upon the completion of the term of the Agreement, the Consultant/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 TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
 - IF THE CONSULTANT/VENDOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Town Clerk, 535 Park Avenue, Lake Park, FL 33403; (561) 881-3311; or at townclerk@lakeparkflorida.gov.

Waiver

- I. Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time.

Preparation

- I. This Contract shall not be construed more strongly against either party regardless of who was responsible for its preparation.

Severability

- I. Should any part, term, or provision of this Contract be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month, and year first above written.

ATTEST

THE TOWN OF LAKE PARK

By: _____

Vivian Mendez, Town Clerk, CMC

By: _____

Michael O'Rourke, Mayor

APPROVED AS TO FORM, AND LEGAL SUFFICIENCY:

By: _____

Thomas J. Baird, Town Attorney

CONTRACTOR

By: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____ 2022.

(Notary Seal)

Notary Public

My Commission expires: _____



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **November 16, 2022**

Agenda Item No.

Agenda Title: October 22, 2022 Second Public Workshop – Park Avenue Lane Reduction Minutes.

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

Approved by Town Manager

Date:

11/7/22

Vivian Mendez, Town Clerk, MMC

Name/Title

Originating Department: <div style="text-align: center;">Town Clerk</div>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Minutes Exhibits "A"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case S.E. Please initial one.

Recommended Motion: I move to approve the October 22, 2022 Second Public Workshop – Park Avenue Lane Reduction Minutes.



**Minutes
Town of Lake Park, Florida
Second Public Workshop –
Park Avenue Lane Reduction
Saturday, October 22, 2022 10:00 A.M.
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403**

The Second Public Workshop regarding Park Avenue Lane Reduction held on Saturday, October 22, 2022 at 10:00 A.M.

Public Works Director Roberto Travieso welcomed everyone to the workshop and explained the topics under discussion. He introduced the elected officials, consultants, and staff. Ms. Susan O'Rourke with O'Rourke Engineering & Planning Consulting made a presentation (see attached). Mr. Adam Swaney, P.E., with Engenuity Group Inc. explained the drainage system pertaining to this project. Mr. Hays Henderson with JMorton explained the landscaping pertaining to this project.

Table Discussion/Activity

Members of the audience joined staff and the consultants for tabletop discussions of the project.

Implementation Timeline/Next Steps

Capital Projects Manager John Wille explained the implantation timeline and the next steps in the process. He explained that there would be two activities running simultaneously. First, the design team would continue to work on the plans to include the comments and suggestions over the next few months. Secondly, they would try to coordinate with Seacoast Utilities for infrastructure improvements along Park Avenue. They are looking for 60-70% plans by February 2023 from the consultants. Another workshop would be scheduled shortly thereafter to gather final review and suggestions from the public before final designs are created. He stated that they anticipate 100% construction ready plans and permits by Summer 2023. This timeline would align with the grant application process. He explained that the entire grant application process would take until at least 2024. If funding were secured, they anticipate the project to begin in early 2025.

Questions & Answers

Jackie Dudkiewicz asked if the roadway could be painted to allow for parking on Park Avenue until the project begins in two-years. Ms. Susan O'Rourke stated that they would review the suggestion and speak with staff to see what the Town would be willing to do an alternative.

A member of the audience asked if the project would be 100% funded. Public Works Director Travieso explained that the Town did not have construction funding at this time. He was optimistic that this project would be completed.

Mayor O'Rourke thanked staff and the consultants participating in this project.

Judith Thomas asked if the design cost were included in the \$3 Million cost of this project. Project Manager Wille explained that the Town funded the design cost. The construction cost was \$3 Million. She asked if contingency cost were included in that cost. Project Manager Wille stated that the granting agency included some contingency funds, but the Town would need to prove that it was necessary to use. She thanked staff and the consultants for their efforts.

A member of the audience commented on the maintenance of the project.

Mayor O'Rourke suggested that easy maintenance plantings be used with bright color plantings on corner properties.

Susan Green expressed how excited and pleased she was with the proposed project. She liked the variety of plantings suggested. She thanked staff.

Closing Comments

Public Works Director Travieso stated that the next workshop would be next summer. He encouraged everyone to use the QR Code on the screen, which directs to the Town's website Capital Improvements page, to keep up with Town projects. He provided the contact information to reach Public Works.

Town Manager D'Agostino thanked everyone for attending, staff and the consultants for working on this project. He explained the different State and Federal funding sources that the Town would utilize to fund this project. He stated that they would have another workshop sometime in February 2023.

ADJOURNMENT

The workshop adjourned at 12:30 P.M.

Mayor Michael O'Rourke

Town Seal

Town Clerk, Vivian Mendez, MMC

Approved on this _____ of _____, 2022



Second Public Workshop Park Avenue Lane Reduction

Saturday October 22, 2022, 10:00 AM – 1:00 PM
Commission Chambers, Town Hall

Meeting Agenda

Facilitator: Roberto Travieso, Director of Public Works

WELCOME/OPENING COMMENTS

ROBERTO TRAVIESO

INTRODUCTIONS

PRESENTATION

**SUSAN O'ROURKE, P.E.
ADAM SWANEY, P.E.
HAYS HENDERSON, PLA**

TABLE DISCUSSION/ACTIVITY

**ROBERTO TRAVIESO
SUSAN O'ROURKE, P.E.
ADAM SWANEY, P.E.
HAYS HENDERSON, PLA
JOHN WILLE
DWAYNE BELL**

IMPLEMENTATION TIMELINE/NEXT STEPS

JOHN WILLE

Q&A

ROBERTO TRAVIESO

CLOSING COMMENTS

JOHN D'AGOSTINO

2nd Public Workshop on the Park Avenue Lane Reduction (Road Diet) Project



Department of Public Works



Project Team



- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Susan O'Rourke, P.E.** – Lead Engineer
- **Adam Swaney, P.E.** – Civil Engineer
- **Hays Henderson, PLA** – Landscape Architect
- **John Wille** – Capital Projects Manager



Public Workshop Agenda



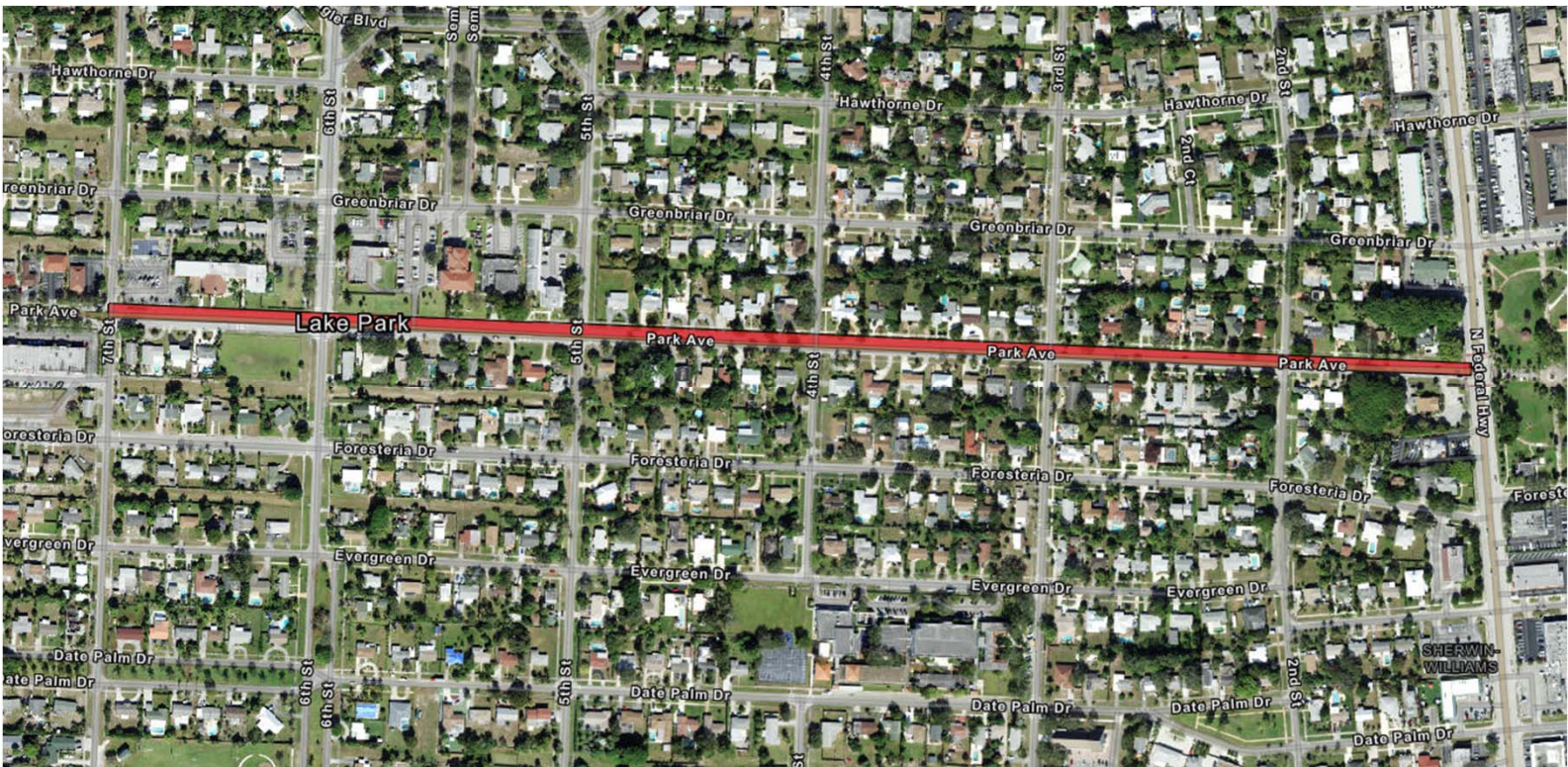
1. Introductions
2. Project Background
3. What is a Road Diet?
4. Public Input from 1st Workshop
5. Conceptual Design
6. Landscape Design
7. Project Illustrations
8. Table Discussions & Activity
9. Implementation Timeline and Next Steps
10. Q&A
11. Closing Comments



Project Background

SUSAN O'ROURKE, P.E.

Project Area



What is a Road Diet?



- Reduction in the travel way
- Enhancement of the Corridor
- Balance of Needs in the Corridor
 - Drainage
 - Beautification
 - Parking
 - Other travel modes



Should Park Avenue be Reduced?



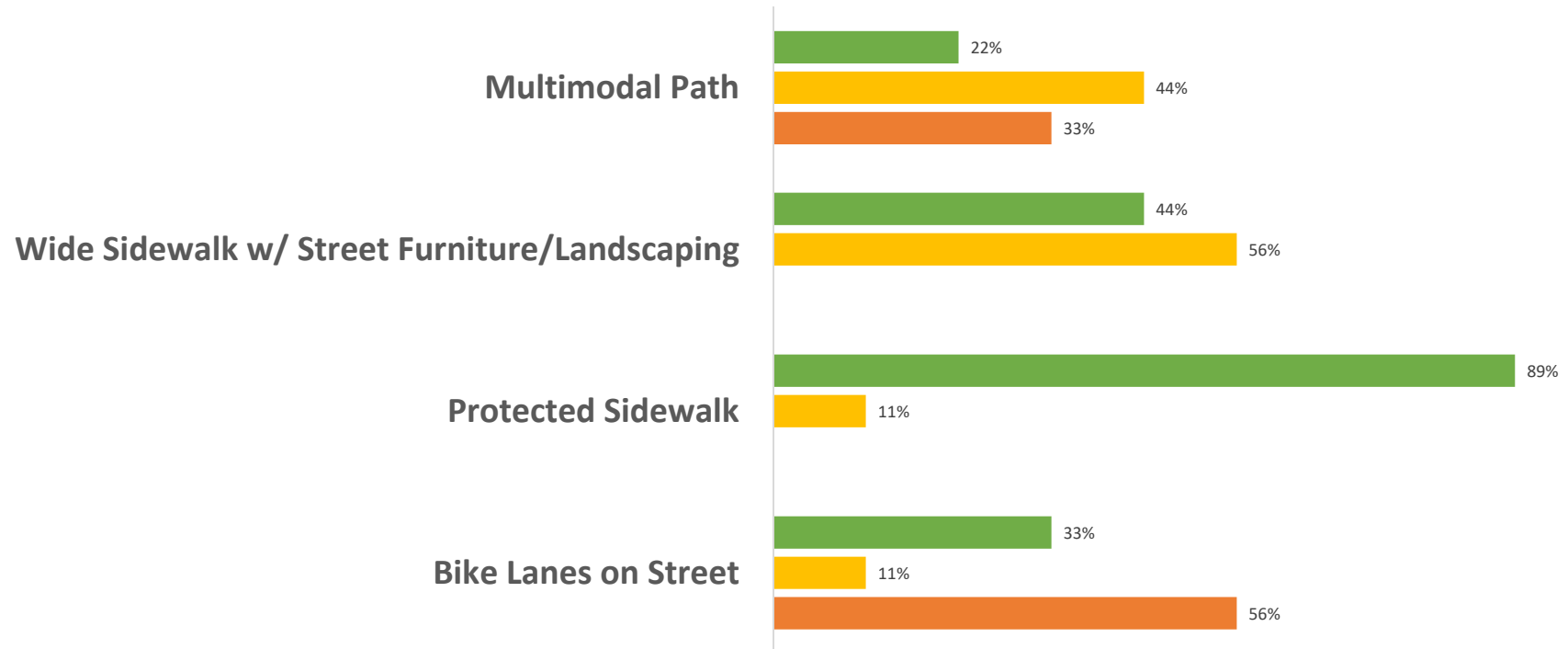
- Park Avenue demand is for two-lane now and in the future
- Speed Limit: 25 MPH, School Zone: 20 MPH
- Excessive speeds require remediation



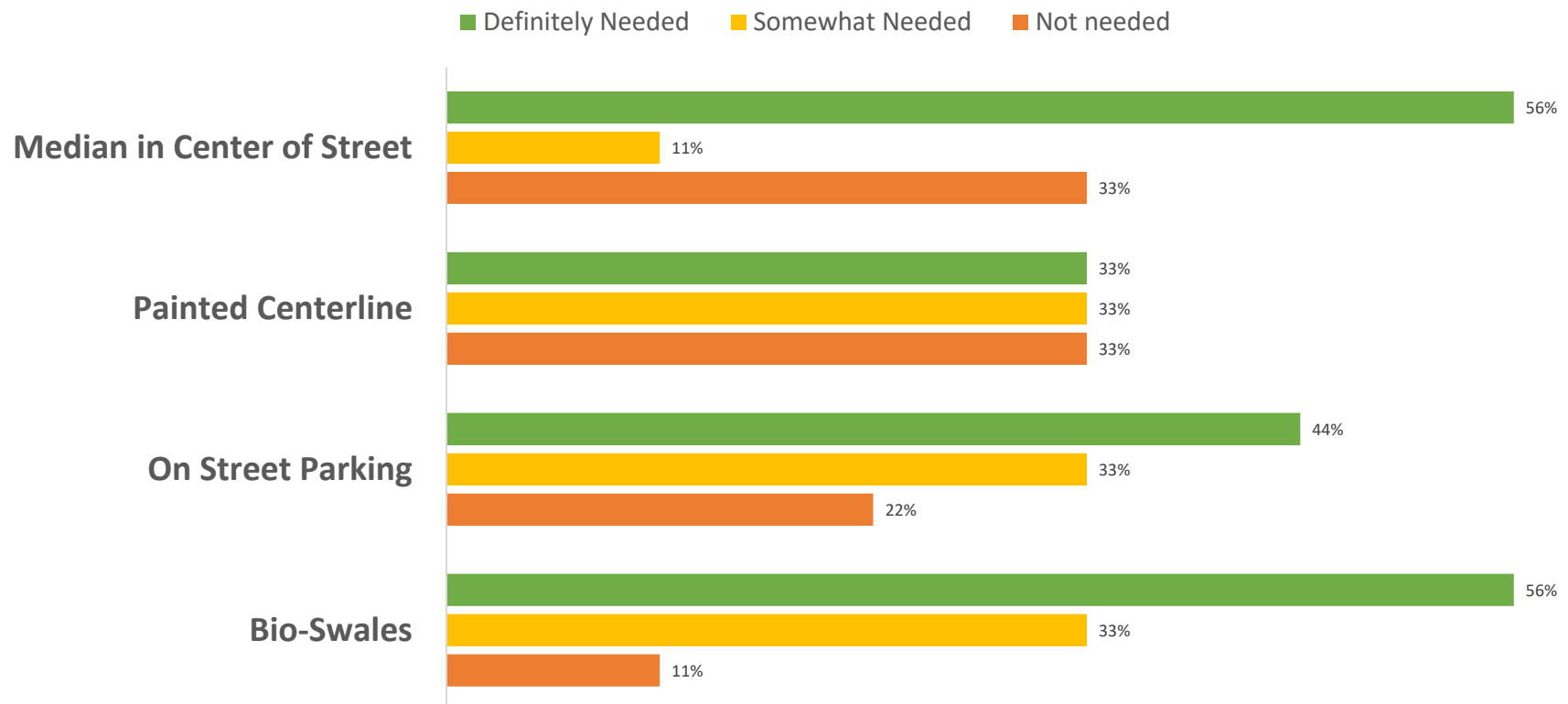
Previous Public Input



■ Definitely Needed ■ Somewhat Needed ■ Not needed



Previous Public Input



Previous Public Comments



- Consider a phased-in approach to complete project
- Include latest safety and lighting technology; paint new lines
- Do not change the existing lighting
- Add security cameras
- Bike lane should not be between travel lanes and street parking
- Improve school zone markings
- Prefer multi-use path than dedicated bike lanes
- Need protected crosswalks

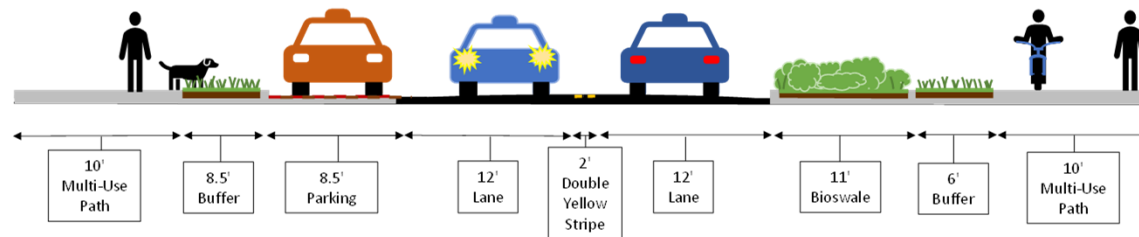


30% Conceptual Plans

SUSAN O'ROURKE, PE

ADAM SWANEY, PE

Concept Plan – Typical Cross Section



NTS


O'ROURKE
ENGINEERING & PLANNING

 22 SE Seminole Street
Stuart, FL 34994

Date: 2.17.2022

Job Number:

Cross-Section

Park Avenue Road Diet

Preliminary Layout



GENERAL NOTES:

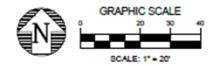
1. ELEVATIONS SHOWN HEREIN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAVD 83) AND ARE REFERENCED TO HIGHWAY "V" 457' ELEVATION=41.45' (NAVD 83).
2. TOPOGRAPHIC SURVEY PERFORMED BY BUREAU GROUP INC. IN AUGUST 4, 2022.
3. ALL EXISTING CURBS & CONCRETE MATERIALS TO BE REMOVED FROM THE SITE AND USUALLY DISPOSED OF.
4. ALL ORIGINALS SHALL MEET AIA NO CROSS SLOPE SHALL EXCEED 1%.
5. IF PROPOSED SIDEWALKS FROM PALM BEACH COUNTY TYPICAL SECTION AND/OR COORDINATE SYSTEMS, THEN THEY WILL BE CONSTRUCTED REFERRED OR REFUSED TO BE ORIGINAL OR REFERRED CONCEPT AT NO COST TO THE PALM BEACH COUNTY.
6. PROPOSED SIDEWALKS AND TYPICAL BY PALM BEACH COUNTY (SEE IF ANY) SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL T-101.
7. CONTRACTOR SHALL CONTACT PALM BEACH COUNTY OPERATIONS AT 305-333-2000 BEFORE 4:00 PM HOURS PRIOR TO CONSTRUCTION IF WORK IS TO BE DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.
8. ANY DAMAGE TO SIGNAL EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

ENGINEERING LEGEND:

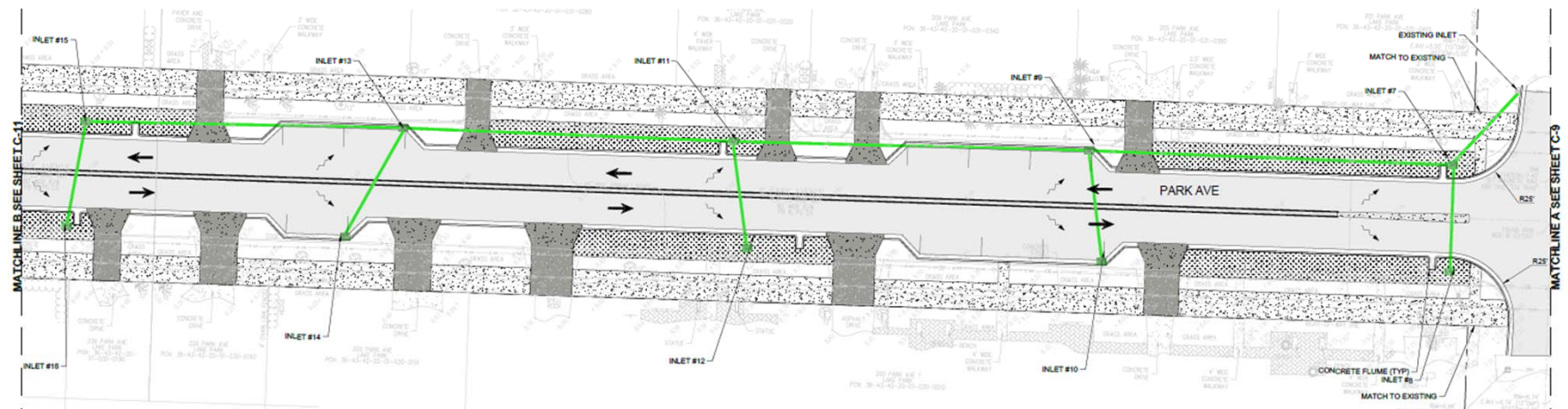
- PROPOSED MILLING & RESURFACING
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BIOSWALE
- TRAFFIC FLOW DIRECTION
- DRAINAGE INLET
- DRAINAGE FLOW DIRECTION



LOCATION MAP
N.T.S.



SCALE: 1" = 20'



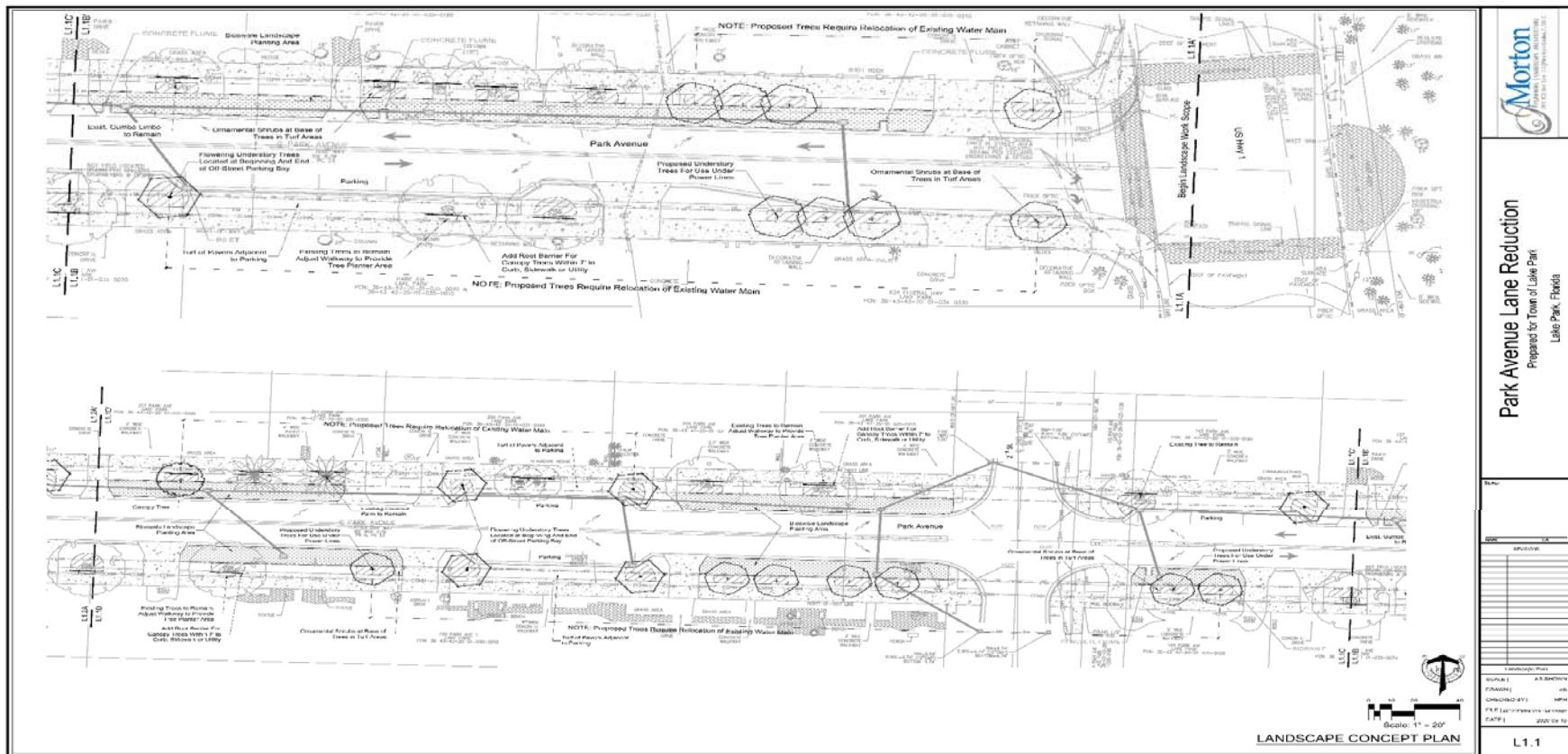


Landscape Plans

HAYS HENDERSON, PLA

Landscape Plans





Canopy Trees - Planter Areas 9' Wide or Larger



Live Oak (N)



Gumbo Limbo (N)



Bulnesia

Notes:

N = Native Species

Existing trees are to be evaluated based on the primary goals of preservation or relocation where feasible within the site work area. Further evaluation will be based on structural integrity, presence of pest or disease infestation, and soil requirements for adequate root growth.

The suitability of existing or proposed trees and palms for the street planting may also be determined by the location of underground and/or overhead utilities.

Root mitigation techniques such as root barriers, structural soils, etc., will be considered on a case by case basis and as required by the governing regulatory codes.

Florida-Friendly Landscape (FFL) principles and Green Industry Best Management Practices (GI-BMP) guidelines will be used to integrate selection, irrigation, fertilization, and pest management in a manner that minimizes environmental impacts in meeting the expectations for users in the Town of Lake Park.

The plant images are selected to create an initial plant palette for consideration and discussion during the design process. Not all the plants shown will be used, and other plants may be added as the design process evolves.

Canopy Palms - Planter Areas 6' Wide or Larger



Royal Palm (N)



Coconut Palm



Foxtail Palm



Date Palm



Sabal Palm (N)

Understory Trees - Planter Areas 6' Wide or Larger



Dahoon Holly (N)



Geiger Tree (N)



Buttonwood (N)



Japanese Blueberry



Tabebuia

Shrubs and Groundcovers



Cocoplum (N)



Dwarf Yaupon Holly (N)



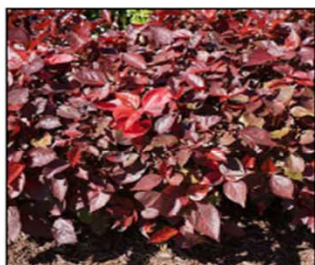
Simpson Stopper (N)



Silver Buttonwood (N)



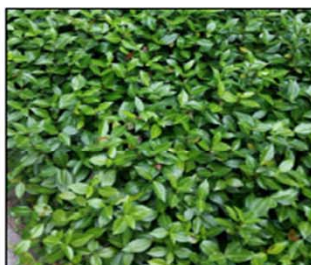
Orange Bird of Paradise



Copperleaf



Jasmine



Dwarf Jasmine



Firecracker Plant



Bahama Cassia (N)



Green Island Ficus



Parson's Juniper



Natal Plum (N)



Coontie (N)



Firebush (N)

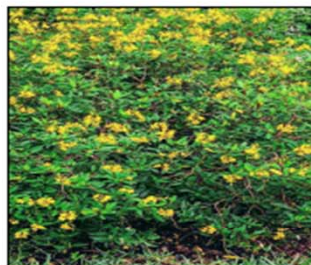
Shrubs and Groundcovers



Red Ixora



Pringles Dwarf Podocarpus



Thyralis



Ti Plant



Golden Creeper (N)



Snake Plant



Muhly Grass (N)



Cardboard Cycad (N)



Flowering Peanut



Asparagus Fern



Lily Turf



Bahama Coffee (N)



Society Garlic



Yellow African Iris



Walters Viburnum (N)

Bioswale Shrubs and Groundcovers

Dwarf Cocoplum (N)



Sand Cord Grass (N)



Leavenworths Tickseed (N)



Tropical Sage



Golden Creeper (N)



Swamp Milkweed (N)



Muhly Grass (N)



Coontie (N)



Flowering Peanut



Wire Grass (N)



Dwarf Fakahatchee Grass (N)



Sunshine Mimosa (N)



Sand Cord grass (N)



Blue Eyed Susan



Wind Dancer Lovegrass (N)

Notes:**N = Native Species**

A bioswale is a linear vegetated depression used to move stormwater. In addition to serving as a flood control, it also treats stormwater as it filters through the vegetation and soil, improving water quality. Bioswales are used as a sustainable alternative to traditional stormwater management techniques.

Plant Selection Criteria:

Layer various plant textures for added contrast and definition.
Use color in foliage and blooms to add contrast and interest in design
Vary height of plantings
Avoid grassed swales and monoculture plantings
Suitable for wet or dry soil conditions

The plant images are selected to create an initial plant palette for consideration and discussion during the design process. Not all the plants shown will be used, and other plants may be added as the design process evolves.

PLANT CONCEPT IMAGE BOARD



Project Design Illustrations

HAYS HENDERSON, PLA

Intersection, Park Avenue and 6th Street (East View)



Intersection, Park Avenue and 5th Street (West View)



Intersection, Park Avenue and 6th Street (Offset, East View)





Table Discussion & Activity

DURATION: UP TO 1 HOUR

Table Discussion & Activity



1. Identify which table corresponds to the block on which your property is located. Participate on discussions and comment on draft plans
2. Complete brief Questionnaire –Please be specific!
3. Distribute nine (9) preference stickers on the Conceptual Planting Mural as follows:
 - Top Three Preferred Trees/Palms
 - Top Three Preferred Shrubs
 - Top Three Ground Cover





Implementation Timeline & Next Steps

JOHN WILLE, CAPITAL PROJECTS MANAGER

Implementation Timeline & Next Steps



- Project Team:
 - Analyze public input for potential inclusion in project's design
 - Develop 60% design plans
 - Continue to investigate funding opportunities to support project implementation
 - Schedule a third Public Workshop during Summer 2023
 - Possible implementation during Calendar Years 2024/2025



Questions & Closing Comments



**Please scan for additional
information on this project:**

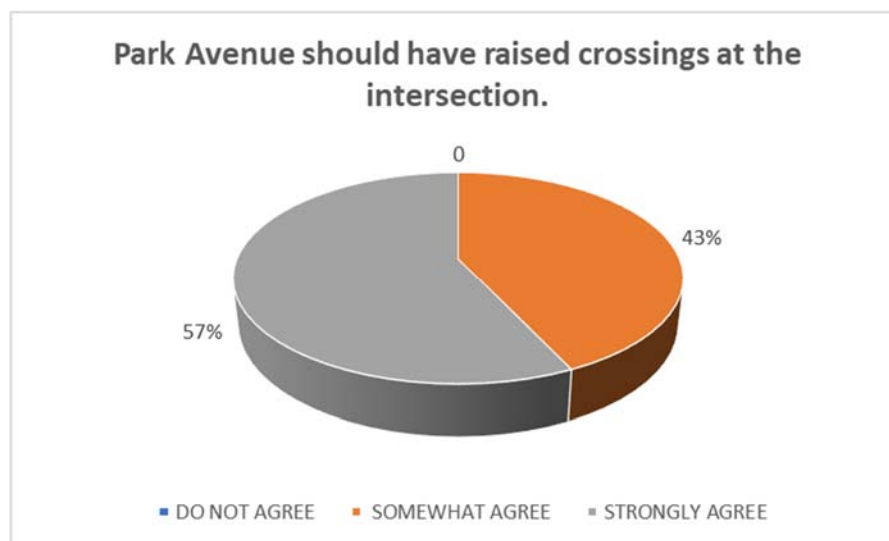
2ND PUBLIC WORKSHOP
PARK AVENUE LANE REDUCTION (ROAD DIET) INITIATIVE
 Saturday, October 22, 2022

RESULTS FROM PUBLIC INPUT SURVEY QUESTIONS AND PLANTING PREFERENCE BOARD ACTIVITIES

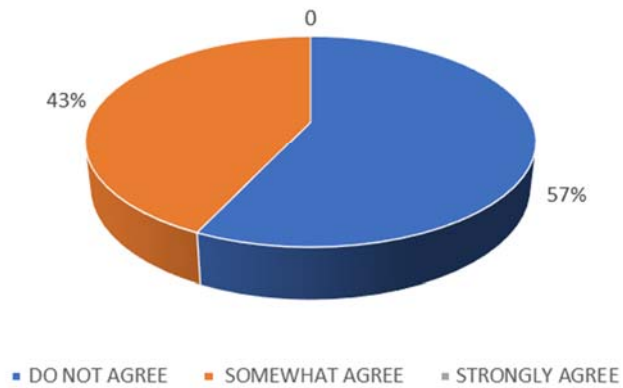
PART A
RAW DATA

OVERALL DESIGN	DO NOT AGREE	SOMEWHAT AGREE	STRONGLY AGREE
Park Avenue should have raised crossings at the intersections		3	4
There is a need to improve (increase) the roadside street lighting for this project	4	3	
Park Avenue's multi-use path should include designated markings to separate foot traffic (walker/joggers) from and bicycle traffic uses	3	4	

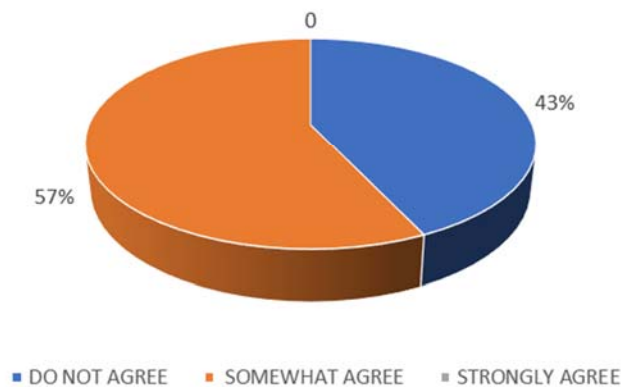
PART A
COMPOSITE



There is a need to improve (increase) the roadside street lighting for this project.



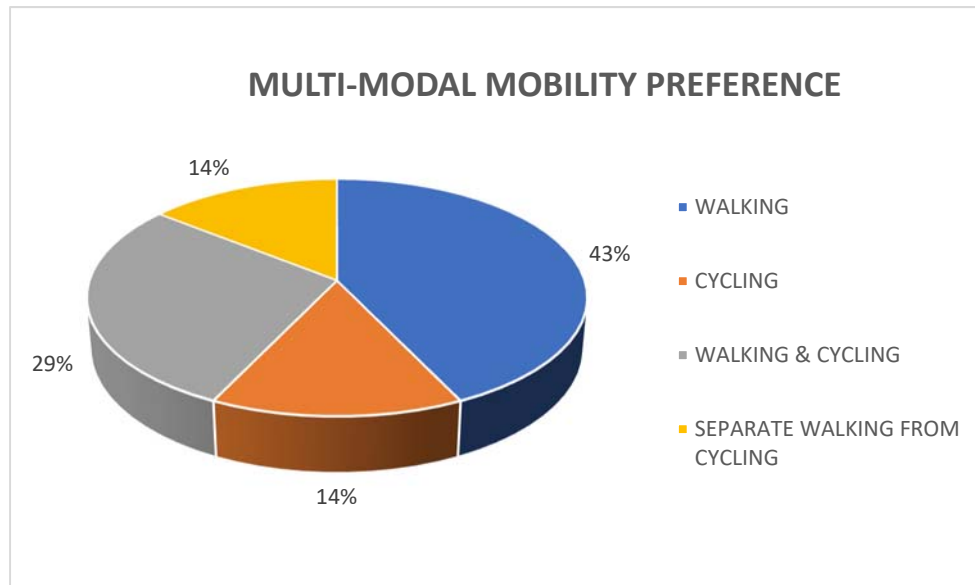
Park Avenue's multi-use path should include designated markings .



Public Comments:

- Would like a grand focal point at US1
- Specialized parking for delivery vans across from Park Avenue Apartments
- Minimize parking on the street
- Underground FPL lines
- Wider driveways to accommodate SUV's/Trucks to protect the swails

PART B



PART C
SEE EXHIBIT 1

Park Avenue Lane Reduction Workshop - Plant List Score											
Canopy Trees			Shrubs & Groundcovers			Bioswale					
Live Oak	12	46%	Society Garlic	16	16%	Coontie	8	16%			
Gumbo Limbo	10	38%	Coontie	11	11%	Tickseed	6	12%			
Bulnesia	4	15%	African Iris	7	7%	Sage	6	12%			
			Thryallis	6	6%	Milkweed	6	12%			
Canopy Total	26		Muhly Gtass	6	6%	Mulhy Grass	6	12%			
			Firebush	6	6%	Mimosa	5	10%			
			Silver Buttonwood	6	6%	Blue Eyed Susan	5	10%			
Palm			Orange Bird of Paradise	6	6%	Dwarf Cocoplum	3	6%			
Royal	11	50%	Bahama Cassia	6	6%	Dwarf Fakahatchee	2	4%			
Date	6	27%	Walters Viburnum	5	5%	Love Grass	2	4%			
Foxtail	4	18%	Dwarf Natal Plum	5	5%	Creeping Peanut	1	2%			
Sabal	1	5%	Copperleaf	4	4%	Sand Cord Grass	0	0%			
Coconut	0	0%	Ixora	3	3%	Golden Creeper	0	0%			
			Wax Jasmine	3	3%	Wire Grass	0	0%			
Palm Total	22		Dwarf Jasmine	3	3%						
			Bahama Coffee	2	2%	Bioswale Total	50				
			Parson's Juniper	2	2%						
Understory Trees			Firecracker Plant	2	2%						
Tabebuia	8	73%	Flowering Peanut	1	1%						
Japanese Blueberry	2	18%	Liriope Grass	1	1%						
Dahoon Holly	1	9%	Simpson Stopper	1	1%						
Gieger Tree	0	0%	Podocarpus	0	0%						
Green Buttonwood	0	0%	Ti Plant	0	0%						
			Golden Creeper	0	0%						
Understory Total	11		Snake Plant	0	0%						
			Cardboard Cycad	0	0%						
			Asparagus Fern	0	0%						
			Cocoplum	0	0%						
			Dwarf Yaupon	0	0%						
			Green Island Ficus	0	0%						
			Shrub Total	102							



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **November 16, 2022**

Agenda Item No.

Agenda Title: October 25, 2022 Special Call Commission Private Session Minutes.

- | | |
|---|---|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS
<input type="checkbox"/> BOARD APPOINTMENT
<input type="checkbox"/> PUBLIC HEARING ORDINANCE ON _____
<input type="checkbox"/> NEW BUSINESS
<input type="checkbox"/> OTHER: _____ | <input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> OLD BUSINESS
READING |
|---|---|

Approved by Town Manager

Date:

11/7/22

Vivian Mendez, Town Clerk, MMC

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">Minutes</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case S.E. Please initial one.

Recommended Motion: I move to approve the October 25, 2022 Special Call Commission Private Session Minutes.



**Minutes
Town of Lake Park, Florida
Special Call Commission Private Session
Per Florida Statute 255.065(15)(d)1
Immediately Following Will Reconvene the
Special Call Commission Meeting,
Tuesday, October 25, 2022 6:00 P.M.
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of a Special Call Commission Private Session on Tuesday, October 25, 2022 at 6:07 P.M. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, and Mary Beth Taylor, Town Manager John D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

PRIVATE MEETING TO DISCUSS UNSOLICITED PROPOSALS:

Please be advised that during the Regular Commission Meeting of the Lake Park Town Commission, it will hold a private session in accordance with Section 255.065(15)(d)1., Fla. Stat. to discuss the proposals for a public private partnership (P-3) Qualifying Project involving the potential redevelopment of the Lake Park Harbor Marina. The Town Commission will convene the regular meeting in the Commission Chamber of Town Hall and then move into the Mirror Ballroom for the private meeting on **Tuesday, October 25, 2022** which begins at **6:00 p.m.** at 535 Park Avenue, Lake Park, Florida. The Commission will recess its meeting to hold this private meeting. The private session of the Commission is anticipated to last at least one hour. At the conclusion of this private session, the Commission will re-convene its meeting.

It is expected that the private meeting will be attended by: Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud and Mary Beth Taylor as well as Town Attorney, Thomas J. Baird, Town Manager John D'Agostino, Assistant Town Manager/Human Resources Director Bambi Turner, Community Development Director Nadia DiTommaso, and the Town's P-3 consultant Don Delaney to discuss the negotiation of the agreement with the Town for the redevelopment of the Lake Park Harbor Marina. Also, be advised that at the conclusion of this private session, the Commission will re-convene in the Commission chambers to reconvene the Special Call Commission Meeting.

**AFTER THE PRIVATE SESSION, THE COMMISSION WILL RECONVENE
THE SPECIAL CALL COMMISSION MEETING.**

Recessed: 6:09 P.M.

Reconvened: 7:00 P.M.

ADJOURNMENT

There being no further business to come before the Commission; the meeting adjourned at 7:00 P.M.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC


Town Seal

Approved on this _____ of _____, 2022



Town of Lake Park Town Commission


Agenda Request Form

Meeting Date: November 16, 2022
Originating Department: Public Works
Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Amendment to the Grant Agreement Between the State of Florida, Department of State, Division of Historical Resources, and the Town of Lake Park for Town Hall Preservation Work Activities.
Approved by Town Manager:  **Date:** 11-08-22

Cost of Item: N/A **Funding Source:** N/A
Account Number: N/A **Finance Signature:** Jeffrey P. Duvall
Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o=oa,
email=jduvall@lakeparkflorida.gov, c=US
Date: 2022.11.08 09:15:29 -05'00'
Advertised: N/A
Date: _____ **Newspaper:** _____

Attachments:

1. Agenda Request Form (ARF)
2. Resolution: _____
3. 1st Amendment to the Agreement between the Town and Florida Department of State, Division of Historical Resources
4. Executed Agreement between the Town and Florida Department of State, Division of Historical Resources (Resolution 40-07-22)

Please initial one:
 Yes, I have notified everyone
 Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park Town Hall was constructed in 1927 and is listed on the National Register of Historic Places. The picturesque facility is the home for the Town's municipal government and is visited regularly by community residents and local business owners alike.

Additionally, the Mirror Ballroom, (located on the second floor) remains available for affordable public and private functions and hosts more than 75 diverse events each year.

While the building currently remains structurally sound, it is not water-tight. Even brief rainstorms frequently result in water permeating through the roof and walls leading to wet floors and walls.

In August 2021, Town staff submitted a grant application to the Florida Department of State, Division of Historical Resources (the Department), for design and construction funding that would allow the Town to replace the existing roof and waterproof and paint the exterior of the Town Hall (Project A). Additionally, Town Staff had also been planning a separately funded project to rehabilitate the Town Hall's exterior concrete balconies (Project B). Both projects combined would help preserve the facility and extend its charm for the enjoyment of all for decades to come.

Furthermore, in June of 2022, the Town received notice that its grant application for Project A was approved in the amount of **\$325,000.00**, with a match in an equal amount provided from the Town. Accordingly, the total funding available for the Project is **\$650,000.00**. In order to access grant-related funding for Project A, the Town was required to execute an agreement, which was authorized via Resolution 40-07-22 on July 20, 2022.

Subsequent to the execution of the agreement, Town Staff identified an opportunity to amend the scope of work for Project A's agreement to include the scope of work in Project B. The Department has now agreed to such an amendment of the agreement.

Finally, it's important to note that the proposed amendment does not change the total amount of the awarded Grant, only the allowable activities in the project's scope of work, which if approved, would combined Projects A & B.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION 83-11-22

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, AND THE TOWN OF LAKE PARK FOR TOWN HALL PRESERVATION WORK ACTIVITIES; 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 previously determined a need to replace the roof, water proof, and rehabilitate exterior balconies for the historic town hall building (the Project); and

WHEREAS, the Town previously applied for and was awarded a matching grant (the Grant) from the Florida Department of State, Division of Historical Resources (the Department) in an amount of \$325,000.00; and

WHEREAS, the terms of the Grant require that the Town match the Department's award with an equal match the Town has agreed to do so; and

WHEREAS, the Town and the Department previously executed an agreement for the funds being contributed by the Department for the Project, whereby the Town was required to complete certain scope of work for the Project; and

WHEREAS, the Town and the Department have agreed to amend their agreement to provide in the Project's scope of work for the rehabilitation of the Town Hall's exterior balconies; and

WHEREAS, the Department and the Town have agreed to execute an amendment to the agreement; and

WHEREAS, the Town Manager has recommended the amendment to the agreement to the Town Commission.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an amendment to the agreement with the Department to include the rehabilitation of the Town Hall's exterior balconies as part of the Project's scope of work. A copy of the proposed amendment is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect immediately upon its execution.

P:\DOCS\26508\00001\DOC\2739541.DOCX

Town of Lake Park

23.h.sc.100.018

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division” and Town of Lake Park, hereinafter referred to as the “Grantee”.

The parties entered into a grant agreement for the implementation of a Special Category grant, for Lake Park Historic Town Hall Preservation. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement, exterior painting, exterior cleaning by the gentlest means possible, remove failing sealant and replace with new sealant on all windows and other openings including joints, and restore exterior masonry, wood, and metal surfaces. Grant funds will also be used for architectural / engineering services and grant project management and administration.

Amended Scope Of Work

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement; exterior painting and exterior cleaning by the gentlest means possible, and replace failing window sealant; restore exterior masonry, wood, and metal surfaces; and repair balconies. Grant funds will also be used for architectural/engineering services.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Grant Project Management and Administration	\$0	\$0	\$15,000
Architectural / Engineering Services	\$0	\$50,000	\$0
Roofing	\$235,000	\$235,000	\$0
Painting/Waterproofing	\$75,000	\$15,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$15,000	\$10,000	\$0
Totals	\$325,000	\$310,000	\$15,000

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
Architectural / Engineering Services	\$0	\$40,000	\$0

Description	Grant Funds	Cash Match	In Kind Match
Roof replacement	\$210,000	\$210,000	\$0
Exterior painting and exterior cleaning by the gentlest means possible, and replace failing window sealant	\$40,000	\$40,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$10,000	\$10,000	\$0
Repair balconies	\$65,000	\$25,000	\$0
Totals	\$325,000	\$325,000	\$0

AUTHORIZATION

Authorized official for the Grantee

Authorized official for the Division

Authorized official Signature

Date

Division Authorized official Signature

Date

RESOLUTION NO. 40-07-22**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR TOWN HALL PRESERVATION BUILDING IMPROVEMENTS.**

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 has determined that there is a need to replace the roof of the Town Hall and to paint and water proof this historic building ("the Project"); and

WHEREAS, the Lake Park Town Hall building is designated as a historic building; and

WHEREAS, the Florida Department of State, Division of Historical Resources (the "Division") has announced that it is awarding a grant to the Town in the amount of \$325,000.00, provided the Town matches this award with an equal match to fund the Project; and

WHEREAS, on June 24, 2022, the Division provided a Grant Agreement to the Town for the Town's execution; and

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute the Grant Agreement (Number 23.h.sc.100.018) with the Division.

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

Section 1. The foregoing recitals are incorporated herein

Section 2. The Mayor is hereby authorized and directed to execute the agreement between the Town and State of Florida, Department of State, Division of

Historical Resources. A copy of the proposed Grant Agreement is attached hereto and incorporated herein as Exhibit A.

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


P:\DOCS\26508\00001\DOC\2641681.RTF

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u>/</u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u>/</u>	<u> </u>
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 40-07-22 duly passed and adopted this 20 day of July, 2022.

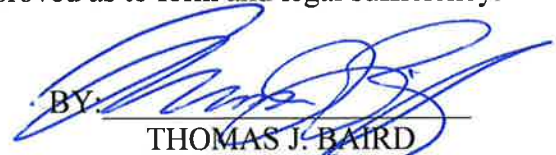
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Town of Lake Park
23.h.sc.100.018

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Town of Lake Park hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 23.h.sc.100.018 for the Project "Lake Park Historic Town Hall Preservation," in the amount of \$325,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item , contained in the 2023 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Lake Park Historic Town Hall Preservation," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement, exterior painting, exterior cleaning by the gentlest means possible, remove failing sealant and replace with new sealant on all windows and other openings including joints, and restore exterior masonry, wood, and metal surfaces. Grant funds will also be used for architectural / engineering services and grant project management and administration.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of professional architectural/engineering consultant credentials; One (1) project timeline.	\$81,250

2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed.	\$81,250
3	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	\$81,250
4	Advanced Payment	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, to the Division for review and approval. In addition, a new/updated FMSF form for the property and executed Restrictive Covenants filed with the County Clerk shall be submitted prior to final payment. Furthermore, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form.	\$81,250
Totals				\$325,000

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. Length of Agreement. This Agreement shall begin on 07/01/22 and shall end 06/30/24, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless

Page: 2

Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Harley Burgis
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6393
Email: harley.burgis@dos.myflorida.com

For the Grantee:

Contact: Merrell Angstreich
Address: 535 Park Avenue Lake Park Florida 33403
Phone: 561.882.1819
Email: mangstreich@lakeparkflorida.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
- a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services

(DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
 - b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
 - c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
 - d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**

Development Projects

- a) All project work must be in compliance with the *Secretary of the Interior's Standards and Guidelines* available online at www.nps.gov/tps/standards.htm.
- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>.
- c) The Grantee and the Property Owner(s), if not the same, shall execute and file Restrictive Covenants with

the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website <http://www.dos.myflorida.com/historical/grants/special-category-grants/>.

d) Architectural Services

1. All projects shall require contracting for architectural/engineering services.
2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

e) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;
 2. Upon completion of **design development and outline specifications**; and
 3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- f) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- g) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be

implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in Chapter 1A-46, *Florida Administrative Code*.
- h) **Copyright and Royalties:** When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
 - a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
 - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.
11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
 - a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
 - b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
 - a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).

- b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
 - c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
 - d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
 - e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
 - f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
 - g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
 - h) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 180 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
 - e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
 - f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
 - g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
 - h) Entertainment, food, beverages, plaques, awards, or gifts;
 - i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
 - j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
 - k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
- s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);
- t) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)
- u) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- v) Supplies that will not be consumed in use during the duration of this project;
- w) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- x) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or

research off-site; and

- y) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the

necessary steps to ensure that each of its subcontractors will be deemed to be “independent contractors” and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State’s agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of

violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.

- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
 - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
 - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement

document in accordance with Rule 60A-1.002, *Florida Administrative Code*.

b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to tGoverning his Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 - a) This Agreement
 - b) Estimated Project Budget (Attachment A)
 - c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

Dr. Timothy Parsons, Division
Director

Date

Grantee:

By:

Authorizing Official for the Grantee

Michael O'Rourke, Mayor
Typed name and title

July 20, 2022
Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Grant Project Management and Administration	\$0	\$0	\$15,000
Architectural / Engineering Services	\$0	\$50,000	\$0
Roofing	\$235,000	\$235,000	\$0
Painting/Waterproofing	\$75,000	\$15,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$15,000	\$10,000	\$0
Totals	\$325,000	\$310,000	\$15,000

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 1. The Department of State at each of the following addresses:

Office of Inspector General
 Florida Department of State
 R. A. Gray Building
 500 South Bronough St.
 Tallahassee, FL 32399-0250

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State at each of the following addresses:

Office of Inspector General
 Florida Department of State
 R. A. Gray Building
 500 South Bronough St.
 Tallahassee, FL 32399-0250

2. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department

of State.

EXHIBIT 1**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO
THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 16, 2022

Originating Department: Public Works

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Amendment to the Grant Agreement Between the State of Florida, Department of State, Division of Historical Resources, and the Town of Lake Park for Town Hall Preservation Work Activities.

Approved by Town Manager: _____ **Date:** _____

Cost of Item: N/A **Funding Source:** N/A

Account Number: N/A **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o=, email=jduvall@lakeparkflorida.gov, c=US
Date: 2022.11.08 09:15:29 -05'00'

Advertised: N/A

Date: _____ **Newspaper:** _____

Attachments:

1. Agenda Request Form (ARF)
2. Resolution: _____
3. 1st Amendment to the Agreement between the Town and Florida Department of State, Division of Historical Resources
4. Executed Agreement between the Town and Florida Department of State, Division of Historical Resources (Resolution 40-07-22)

Please initial one:

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park Town Hall was constructed in 1927 and is listed on the National Register of Historic Places. The picturesque facility is the home for the Town's municipal government and is visited regularly by community residents and local business owners alike.

Additionally, the Mirror Ballroom, (located on the second floor) remains available for affordable public and private functions and hosts more than 75 diverse events each year.

While the building currently remains structurally sound, it is not water-tight. Even brief rainstorms frequently result in water permeating through the roof and walls leading to wet floors and walls.

In August 2021, Town staff submitted a grant application to the Florida Department of State, Division of Historical Resources (the Department), for design and construction funding that would allow the Town to replace the existing roof and waterproof and paint the exterior of the Town Hall (Project A). Additionally, Town Staff had also been planning a separately funded project to rehabilitate the Town Hall's exterior concrete balconies (Project B). Both projects combined would help preserve the facility and extend its charm for the enjoyment of all for decades to come.

Furthermore, in June of 2022, the Town received notice that its grant application for Project A was approved in the amount of **\$325,000.00**, with a match in an equal amount provided from the Town. Accordingly, the total funding available for the Project is **\$650,000.00**. In order to access grant-related funding for Project A, the Town was required to execute an agreement, which was authorized via Resolution 40-07-22 on July 20, 2022.

Subsequent to the execution of the agreement, Town Staff identified an opportunity to amend the scope of work for Project A's agreement to include the scope of work in Project B. The Department has now agreed to such an amendment of the agreement.

Finally, it's important to note that the proposed amendment does not change the total amount of the awarded Grant, only the allowable activities in the project's scope of work, which if approved, would combined Projects A & B.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.



Town of Lake Park Town Commission

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DN: cn=Jeffrey P. Duvall, o=oa,
email=jduvall@lakeparkflorida.gov, c=US
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