



## Lake Park Town Commission, Florida

### Regular Commission Meeting

Wednesday, February 01, 2023 at 6:30 PM

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

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|                              |   |                      |
|------------------------------|---|----------------------|
| <b>Kimberly Glas-Castro</b>  | — | <b>Vice-Mayor</b>    |
| <b>John Linden</b>           | — | <b>Commissioner</b>  |
| <b>Roger Michaud</b>         | — | <b>Commissioner</b>  |
| <b>Mary Beth Taylor</b>      | — | <b>Commissioner</b>  |
| <b>John D'Agostino</b>       | — | <b>Town Manager</b>  |
| <b>Thomas J. Baird, Esq.</b> | — | <b>Town Attorney</b> |
| <b>Vivian Mendez, MMC</b>    | — | <b>Town Clerk</b>    |

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

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#### CALL TO ORDER/ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### SPECIAL PRESENTATION/REPORT:

- 1.** FOLLOW UP PRESENTATION ASSOCIATED WITH THE PAVEMENTS CONDITION STUDY TO PROPOSE A FIVE-YEAR PAVEMENTS IMPROVEMENT WORK PLAN FOR IMPLEMENTATION DURING FISCAL YEARS 2023 THROUGH 2027.
- 2.** Three-Year Update Report Presented by ShotSpotter.

#### 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.*

- [3.](#) RESOLUTION 09-02-23 AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND WATER RESOURCE MANAGEMENT ASSOCIATES INC., FOR PROFESSIONAL ENGINEERING SERVICES
- [4.](#) RESOLUTION 10-02-23 AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND LANIER PLANS, INC. (dba KORKAT) FOR THE FURNISHING AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT WEST ILEX PARK.
- [5.](#) RESOLUTION 11-02-23 AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA, DIVISON OF EMERGENCY MANAGEMENT FOR GRANT FUNDS ASSOCIATED WITH HURRICANE IAN.
- [6.](#) Resolution 14-02-23 Authorizing The Town Manager To Sign The Centennial Commemorative Book Agreement
- [7.](#) January 18, 2023 Regular Commission Meeting Minutes

**QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):**

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**

**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**

- [8.](#) Ordinance 03-2023 Little Free Library  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 TO BE ENTITLED “LITTLE FREE LIBRARY BOOK DISPENSARIES” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**NEW BUSINESS:**

- [9.](#) Resolution 12-02-23 Maintenance Agreement for License Plate Readers and LPR, New Systems throughout the Town, and the CRA.
- [10.](#) Resolution 13-02-23 Authorizing the Vice-Mayor to Execute the Termination Agreement with Palm Beach County and the Town of Lake Park Pertaining to the Waterfront Access Bond.
- [11.](#) Lake Park Sparks Waiver Requests

**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.*

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on February 15, 2023

# Agenda Request Form

Improvement Work Plan, and provide the Department of Public Works with pavements management services on a recurring basis.

During the months of May and June 2022, PMG conducted a detailed inventory of all Town-owned/maintained pavements (Phase I) for the purpose of determining and documenting their condition. PMG also setup a data-driven, pavements management system to guide day-to-day street maintenance operations as well as future, road-improving capital investments.

Furthermore, during an August 3, 2022, meeting of the Town Commission, PMG presented the findings from the Pavements Condition Study (**Attachment 4**) and demonstrated the Pavements Management System, which now available on the Town's website. Data related to Town-owned/maintained pavements will be updated regularly, based on completed roadway Capital Improvement Projects.

Phase II of the project, completed at no additional cost, included a comprehensive, data-driven analysis of the pavements conditions determined during the 2022 study to recommend, based on financial analysis, available budget and funding opportunities, which pavements sections should be restored, how, and when. Such a strategic, needs-based approach, will help maximize current funding, extend network service life, optimize network conditions, and help prioritize work, all while maintaining transparency with constituents.

Furthermore, during the February 1, 2023, meeting of the Town Commission, PMG's CEO, James Golden, will present the proposed Five-Year Pavements Improvement Plan and discuss the methodology, science, and mathematics utilized in the development of the plan. An interactive and immersive report can also be accessed at:

<https://storymaps.arcgis.com/stories/6f8a012e133947f298527be5db18d9db>

Following the presentation, a Report and web application associated with the Five-Year Pavements Improvement Plan will be published on the Town's Website along with the currently published Report on the Pavements Condition Study and its interactive web application.

## **FIVE-YEAR PAVEMENTS IMPROVEMENT PLAN**

Recent and Projected Implementation Budget

| Fiscal Year                                     |      | Budget              |
|---|------|---------------------|
| Previous Years                                  |      |                     |
|   | 2021 | \$0.00              |
|   | 2022 | \$55,000.00         |
| <b>Five-Year Pavements Improvement Plan</b>     |      |                     |
| Approved Budget                                 |      |                     |
| 1   | 2023 | \$280,000.00        |
| Proposed Budget                                 |      |                     |
| 2   | 2024 | \$150,000.00        |
| 3   | 2025 | \$150,000.00        |
| 4   | 2026 | \$150,000.00        |
| 5   | 2027 | \$150,000.00        |
| Five-Year Total (8.76 Miles, 26.68% of Network) |      | <b>\$880,000.00</b> |

## ROADWAY NETWORK SUMMARY

- **37** centerline miles
- **79** lane miles (lane = 12 feet wide)
- 5,021,189 square feet
- **401** pavement management sections
- Average network PCI is **68**/100
- Average network condition category of **GOOD**

### Recommended Motion:

There is no motion associated with this agenda item. For Discussion Only.

# YOUR PAVEMENT MANAGEMENT BLUEPRINT & FIVE YEAR PLAN

How Data-Driven Decisions Today,  
Lead to Better Roadway Networks Tomorrow

James Golden, CEO of Pavement Management Group





# ABOUT PMG

- Mission Driven Professional Services Firm
- Serving Public Works & Engineering Industry
- Nationwide Services Available
- Serviced over 50 agencies in 2022 alone!





# WHAT IS PAVEMENT MANAGEMENT

/ˈpāvmənt manijmənt/

A *systematic* approach  
to the annual maintenance  
and repair of your roadway network

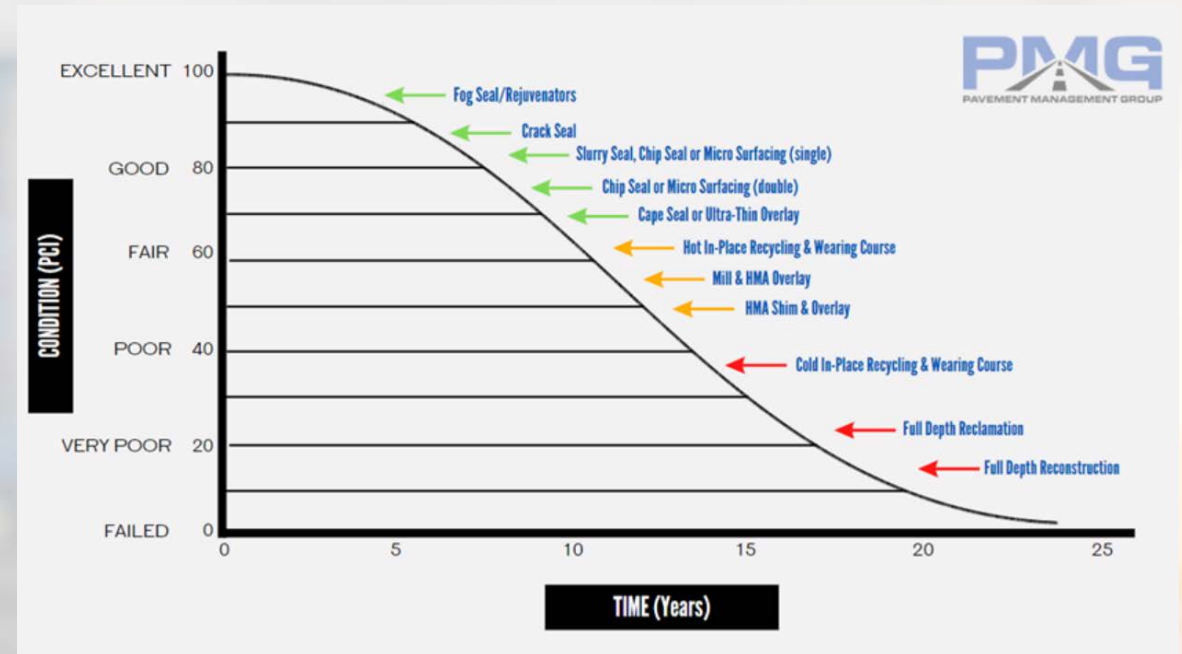


# PAVEMENT MANAGEMENT

## **THE SIMPLIFIED APPROACH**

Apply...

- The Right Treatment
- To the Right Pavement
- At the Right Time



# PAVEMENT MANAGEMENT

## **THE PROGRAM GOALS**

- **MAXIMIZE** current funding efforts
- **EXTEND** the life of your roadways
- **OPTIMIZE** roadway network conditions
- **DATA-DRIVEN** decision making
- **COMPLETE TRANSPARENCY**



# PAVEMENT MANAGEMENT

## *THE WHY*

**“What Gets Measured,  
Gets Improved”**



# PAVEMENT MANAGEMENT

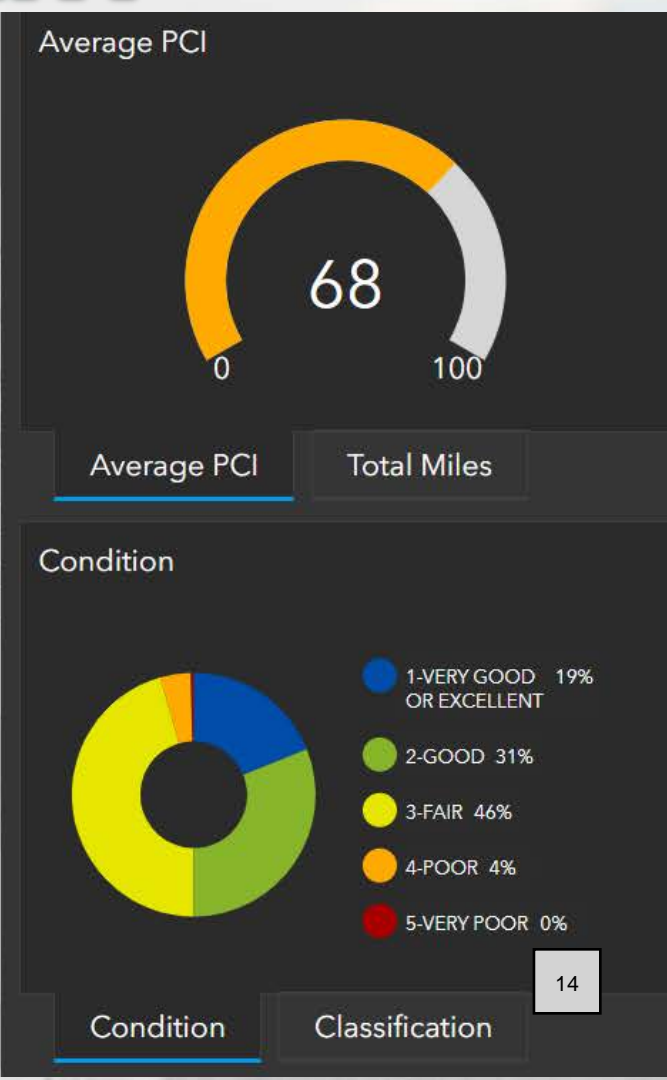
## ***THE BLUEPRINT & PLAN***

- Accurate Inventory
- Video or Imagery
- Condition Assessment
- GIS Integration
- Reports/Charts/Graphs
- Key Performance Indicator
- Budget/Target Driven Analysis
- Preventive Maintenance + Preservation + Recycling
- 5 Year CIP Against Network Needs, Current Funding and Existing Planned Projects



# PAVEMENT MANAGEMENT

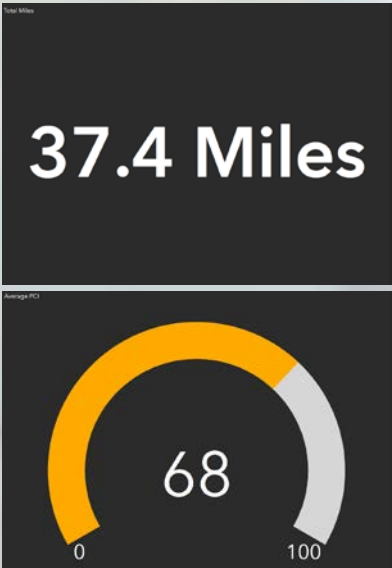
## 2022 NETWORK SUMMARY





# PAVEMENT MANAGEMENT

## 2022 NETWORK SUMMARY



| CONDITION CATEGORY | SECTIONS | PAVEMENT AREA (SF) | LANE MILES | PERCENT AREA | AVERAGE CONDITION |
|--------------------|----------|--------------------|------------|--------------|-------------------|
| EXCELLENT          | 27       | 594,326.03         | 9.38       | 11.84%       | 97                |
| VERY GOOD          | 30       | 501,450.53         | 7.91       | 9.99%        | 87                |
| GOOD               | 126      | 1,603,415.32       | 25.31      | 31.93%       | 74                |
| FAIR               | 198      | 2,096,374.00       | 33.09      | 41.75%       | 60                |
| POOR               | 17       | 197,276.91         | 3.11       | 3.93%        | 45                |
| VERY POOR          | 3        | 28,346.46          | 0.45       | 0.56%        | 30                |
| FAILED             | 0        | 0.00               | 0.00       | 0.00%        | 0                 |

# PAVEMENT MANAGEMENT

## ***THE Capital Improvement Program***

- The blueprint for planning roadway capital expenditures
- Outlines the most cost effective process for maximizing available funding
- Avoids “Worst to First” and Stop Gap Repair approach
- Opportunity to coordinate with other departments/planned projects
- Provides for communication and transparency with the public
- An on-going, data-driven approach for optimizing roadway conditions

# PAVEMENT MANAGEMENT

## **PMG's CIP METHODOLOGY**

- Forecasted predicted future PCI based on the predicted deterioration
- Identify Preventive, Preservation, Major maintenance and repair activities available
- Qualify each pavement segment an optimal repair based on the predicted PCI
- Assigned each section a Benefit Value

Rank x Expected Life

PCI x Unit Cost

- Group projects logically & geographically based upon upcoming projects & cost benefit analysis.

# PAVEMENT MANAGEMENT

## THE BUDGET

| PAST YEAR    | BUDGET    |
|--------------|-----------|
| 2021         | \$0       |
| 2022         | \$55,000  |
| PROPOSED CIP | BUDGET    |
| 2023         | \$280,000 |
| 2024         | \$150,000 |
| 2025         | \$150,000 |
| 2026         | \$150,000 |
| 2027         | \$150,000 |





# PAVEMENT MANAGEMENT

## ***THE CIP TREATMENTS***



### MICROSURFACING

- A polymer modified surface treatment made from fine graded crushed aggregate to extend roadway life approximately 7 years.
- Protects existing asphalt showing signs of climate related distress by sealing the surface, preventing oxidation, while improving skid resistance and ride quality.
- Process typically applied to “Good” Roadways

# PAVEMENT MANAGEMENT

## **MICROSURFACING** **CANDIDATE**



10th Court - Section 01



# PAVEMENT MANAGEMENT

## **THE CIP TREATMENTS**



### CAPE SEAL (CHIP SEAL + MICROSURFACE)

- A Chip Seal is first applied to the existing asphalt surface to serve as an interlayer and reflective crack deterrent
- Protects existing asphalt showing signs of climate related distress by sealing the surface, preventing oxidation, while improving skid resistance and ride quality.
- Process typically applied to “Fair” Roadways

# PAVEMENT MANAGEMENT

## CAPE SEAL CANDIDATE



5th Street - Section 02



# PAVEMENT MANAGEMENT

## **THE CIP TREATMENTS**



### ASPHALT MILL & OVERLAY

- Milling of the existing asphalt surface to remove surface-based distress (typically 2")
- Full depth/partial depth repairs of load associated failures.
- Asphalt overlay (typically 2") to provide improved structure and smooth surface course.
- Process typically applied to Poor Roadways
- Provides 12 years of life extension

# PAVEMENT MANAGEMENT

## ***MILL & OVERLAY CANDIDATE***

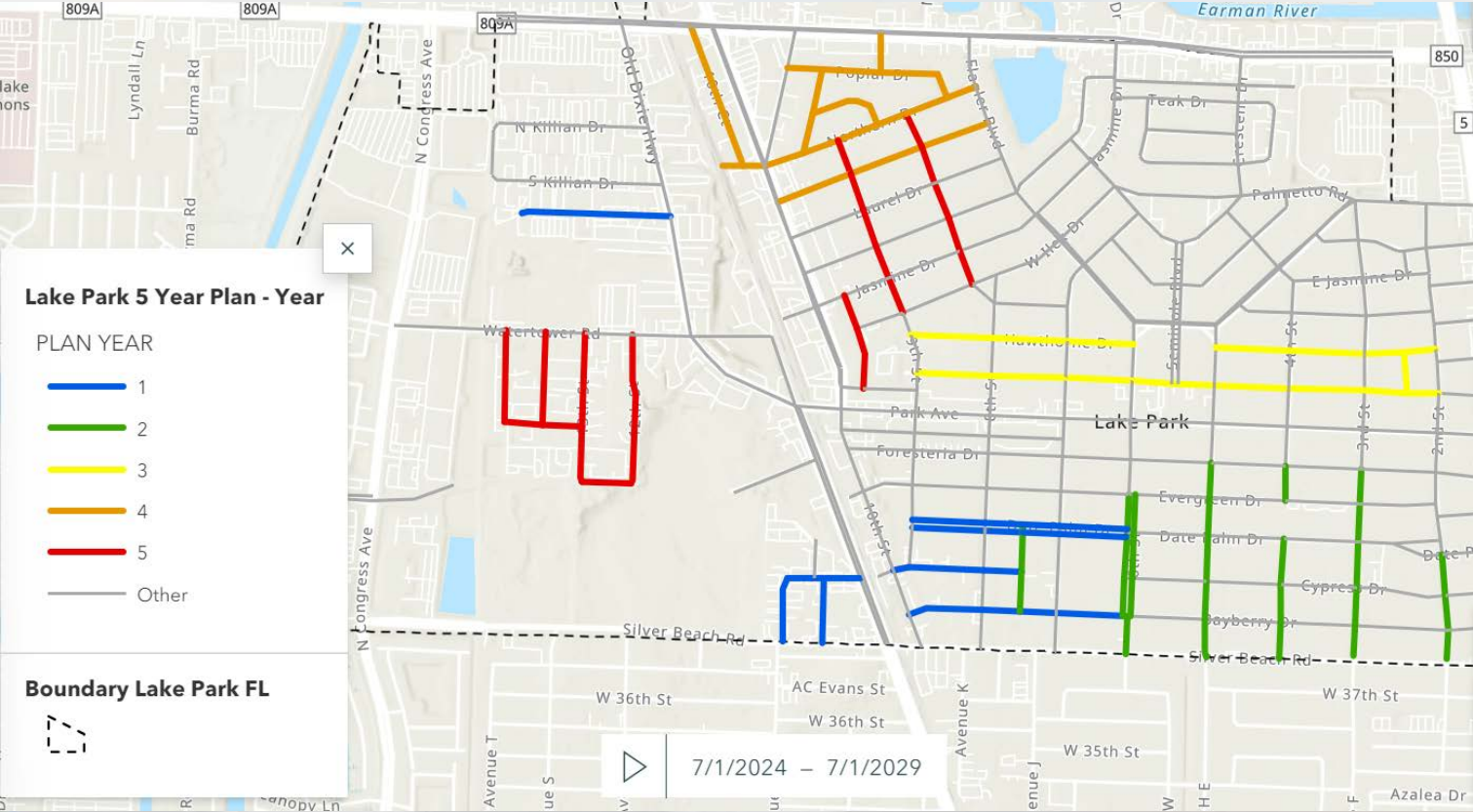


Gateway Road - Section 01



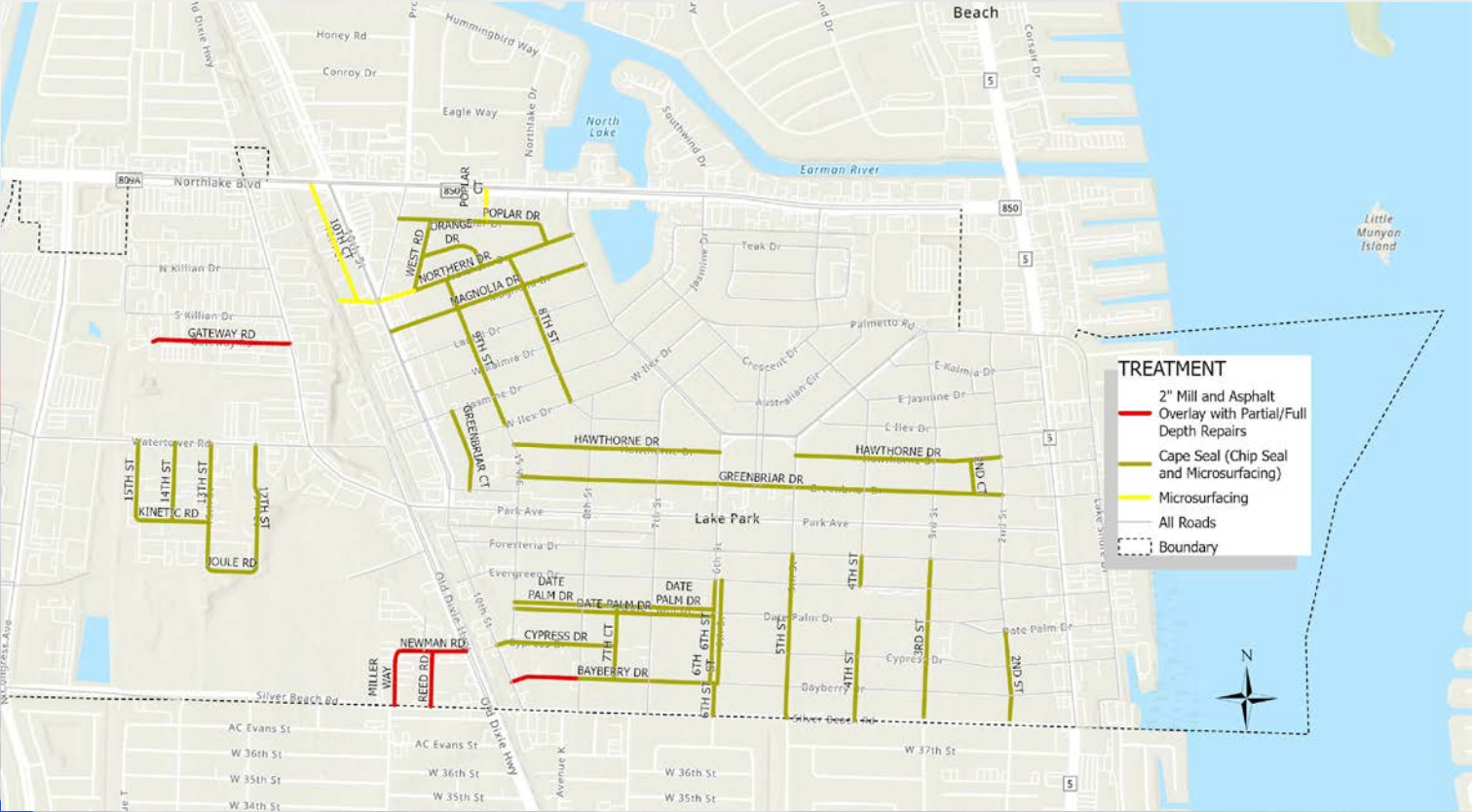
# PAVEMENT MANAGEMENT

## THE FIVE-YEAR PLAN – BY YEAR



# PAVEMENT MANAGEMENT

## THE FIVE-YEAR PLAN – BY TREATMENT





# PAVEMENT MANAGEMENT

## THE FIVE-YEAR PLAN – EXCLUSIONS

- Funds appropriated for planned projects in 2023 & 2024
- FDOT and County maintained roadways

Excluded

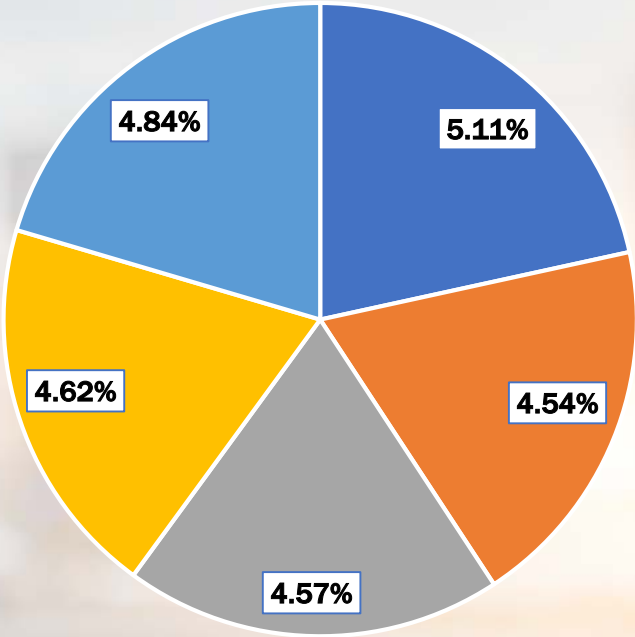
- 2023 CIP
- Complete Street Project Planned
- County Maintained
- FDOT Maintained
- Boundary



# PAVEMENT MANAGEMENT

## THE FIVE-YEAR PLAN – THE IMPACT

| YEAR   | COST   | SECTIONS | MILES | % IMPACT |
|--------|--------|----------|-------|----------|
| 2023   | 280K   | 21       | 1.89  | 5.11%    |
| 2024   | 150K   | 26       | 1.68  | 4.54%    |
| 2025   | 150K   | 17       | 1.69  | 4.57%    |
| 2026   | 150K   | 19       | 1.71  | 4.62%    |
| 2027   | 150K   | 20       | 1.79  | 4.84%    |
| Totals | \$880K | 103      | 8.76  | 23.68%   |

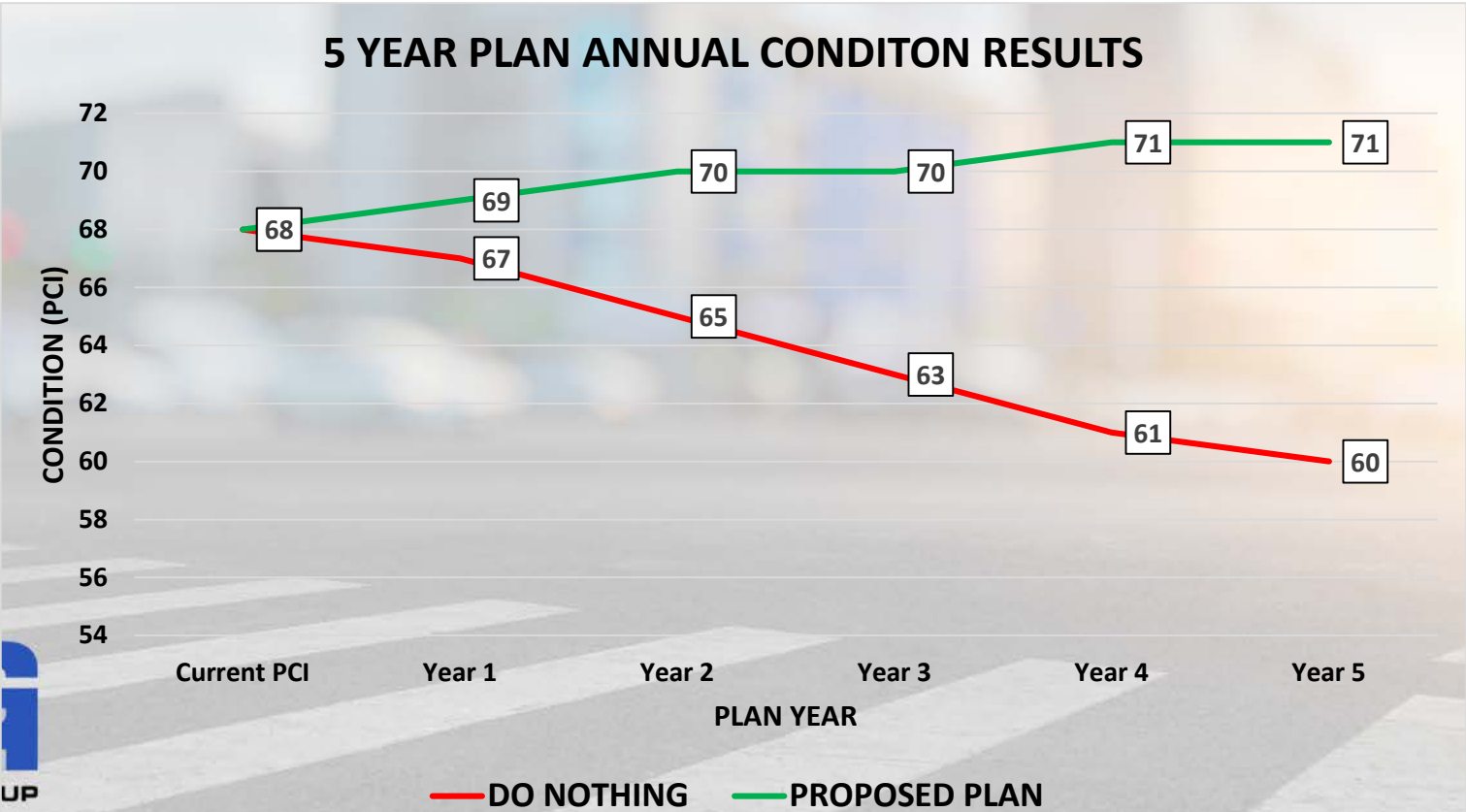


■ Year 1 ■ Year 2 ■ Year 3 ■ Year 4 ■ Year 5

# PAVEMENT MANAGEMENT

## THE FIVE-YEAR PLAN – THE ROI

| STRATEGY      | CURRENT PCI | 2023 PCI | 2024 PCI | 2025 PCI | 2026 PCI | 2027 PCI |
|---------------|-------------|----------|----------|----------|----------|----------|
| DO NOTHING    | 68          | 67       | 65       | 63       | 61       | 60       |
| PROPOSED PLAN | 68          | 69       | 70       | 70       | 71       | 71       |





# QUESTIONS



# PAVEMENT MANAGEMENT FINAL PROJECT REPORT

**LAKE PARK, FL**

**Monday, June 20, 2022**

**Pavement Management Group**



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## EXECUTIVE SUMMARY

The Town of Lake Park contracted with Pavement Management Group (PMG) to provide a turn-key Pavement Management Program (PMP). The backbone of PMG's turnkey PMP is the PAVER Pavement Management System (PMS) which provides specific tools such as pavement modeling, maintenance decision trees and budget/target driven scenarios maximizing the return on investment from available maintenance and rehabilitation funds; generating a prioritized plan, and identifying specific areas in need of maintenance and rehabilitation.

- Verify and setup any new pavement network inventory
- Provide an HD video of each pavement section
- Determine total samples to inspect per section
- Identify all distress types, severity levels and quantities within through ASTM D6433-20
- Calculate the Pavement Condition Index (PCI) for each pavement section
- Assign all pavement management data to GIS
- Create GIS current condition map
- Provide an HTML based condition map with geo located streaming HD video
- Provide a complete inventory and condition listing of each pavement section
- Provide a final report of findings
- Provide continued support services

## 2022 ROADWAY NETWORK SUMMARY

- 37 centerline miles
- 79 lane miles (lane = 12 feet wide)
- 5,021,189 square feet
- 401 management sections
- Average network PCI is 68
- Average network condition category of GOOD

## INTRODUCTION

PMG was contracted by The Town of Lake Park to provide pavement management services for their 37-centerline mile (79 lane mile) roadway network. Through these services a field inventory setup of any new roads, an inventory review and inspections were performed on all 401 management sections within the network. All inventory items were added or updated within their PMS database and a PCI was calculated for each section. HD videos were taken at each section location (from beginning to end of section). This provides for a virtual, high-definition account of the roadway network, and provides value in a variety of ways such as condition review and network level decision making from the office. This report provides a thorough definition of the inspection process performed as well as the condition results of our project.

# CONDITION ASSESSMENT PROCESS

PMG adheres to the ASTM D6433-20 standard for assessing the condition of asphalt and concrete surfaces. Our skilled inspection team reviews high-definition video of each pavement section in conjunction with our proprietary artificial intelligence (AI) model to identify and document the distress types, severity levels, and quantities that are occurring. The data goes into the PAVER™ Pavement Management System (PMS) for Pavement Condition Index (PCI) calculation, resulting in a PCI score for each management section within the network(s).

# PAVEMENT DISTRESS DEFINITION

20 possible distress types can occur within asphalt-based surfaces and 19 possible distress types that can occur within a concrete surface. The U.S. Army Corps of Engineers publishes the Asphalt Distress Manual and the Concrete Distress Manual. These manuals describe each distress type, the criteria to determine each severity level (low, medium, high), and how to measure each. The asphalt and concrete distress types are highlighted below in Figure 1.

|                          |                              |                         |                        |
|--------------------------|------------------------------|-------------------------|------------------------|
| 01 – Alligator Cracking  | 06 – Depression              | 11 – Patch/Utility Cut  | 16 – Shoving           |
| 02 – Bleeding            | 07 – Edge Cracking           | 12 – Polished Aggregate | 17 – Slippage Cracking |
| 03 – Block Cracking      | 08 – Joint Reflection        | 13 – Pothole            | 18 – Swell             |
| 04 – Bumps and Sags      | 09 – Lane/Shoulder Drop      | 14 – Railroad Crossing  | 19 – Raveling          |
| 05 - Corrugation         | 10 – L&T Cracking            | 15 – Rutting            | 20 – Weathering        |
| 21 – Blow Up/Buckling    | 26 – Joint Seal Damage       | 31 – Polished Aggregate | 36 – Scaling           |
| 22 – Corner Break        | 27 – Lane/Shoulder Drop      | 32 – Popouts            | 37 – Shrinkage Cracks  |
| 23 – Divided Slab        | 28 – Linear Cracking         | 33 – Pumping            | 38 – Corner Spalling   |
| 24 – Durability Cracking | 29 – Large Patch/Utility Cut | 34 – Punchout           | 39 – Join Spalling     |
| 25 - Faulting            | 30 – Small Patch             | 35 – Railroad Crossing  |                        |

Figure 1. Asphalt and Concrete Distresses

## PCI AND CONDITION CATEGORY DEFINITION

The PCI is on a scale of 0 – 100 with 0 being the worst and 100 being the best. PAVER calculates it through the input of distress type, severity, and quantity information. Figure 2 illustrates the factors that go into the PCI and the 7 condition categories of the PCI.

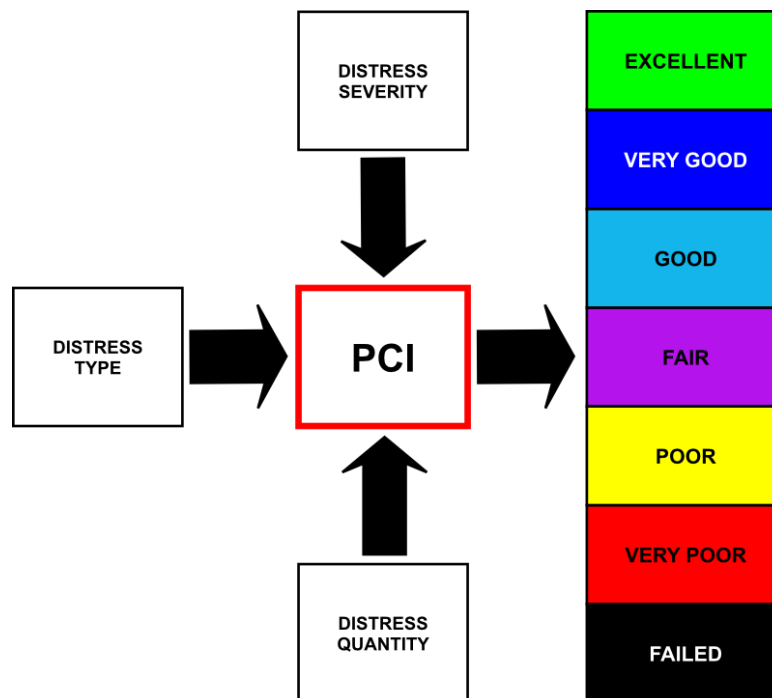


Figure. 2 Factors Determining PCI Value

To further simplify the PCI, the following condition categories along with the recommended maintenance action for each has been created by PMG:

| CONDITION CATEGORY | MAINTENANCE ACTION        | LOW PCI VALUE | HIGH PCI VALUE |
|--------------------|---------------------------|---------------|----------------|
| EXCELLENT          | REJUVENATOR/DO NOTHING    | 92            | 100            |
| VERY GOOD          | CRACK SEAL/MICROSURFACING | 82            | 91             |
| GOOD               | MICROSURFACING/CAPE SEAL  | 68            | 81             |
| FAIR               | CAPE SEAL/MILL & OVERLAY  | 50            | 67             |
| POOR               | MILL & OVERLAY            | 35            | 49             |
| VERY POOR          | 3" MILL AND OVERLAY       | 20            | 34             |
| FAILED             | FULL DEPTH RECLAMATION    | 0             | 19             |

Table 1. Condition Category Values



## EXAMPLES OF ROADWAY CONDITIONS

During the inspection process, high resolution video was captured for each management section. A snapshot from several videos have been chosen to provide as documentation for this report of the inspected section location and serves as visual identification as to what types of distresses are occurring within the pavement section. The following 2022 images of pavements from within the Roadway Network provide a sense of what various PCI levels look like:

### EXCELLENT CONDITION



LAKE SHORE DR | SECTION 03 | PCI 100



VERY GOOD CONDITION



FORRESTERIA DR | SECTION 04 | PCI 88

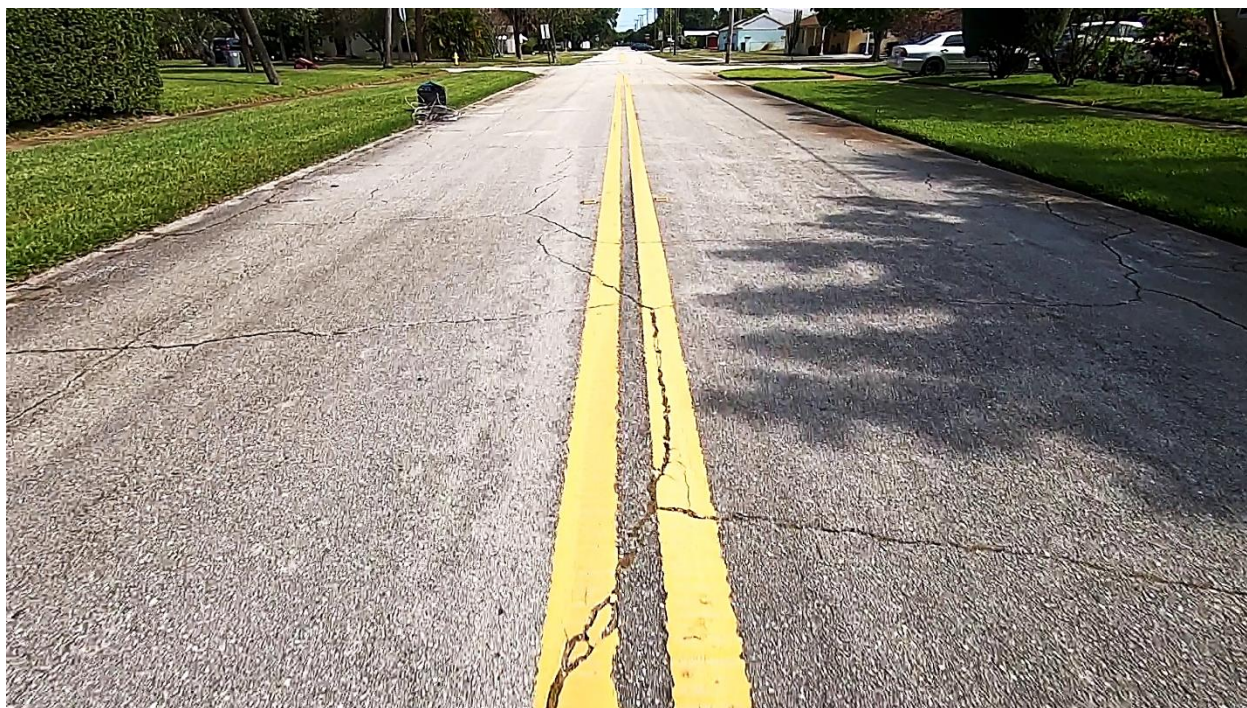
GOOD CONDITION



POPLAR DR | SECTION 01 | PCI 78



## FAIR CONDITION



4<sup>TH</sup> ST | SECTION 04 | PCI 58

## POOR CONDITION



13<sup>TH</sup> ST | SECTION 02 | PCI 49



VERY POOR CONDITION



EVERGREEN DR | SECTION 01 | PCI 29

FAILED CONDITION

***NONE***

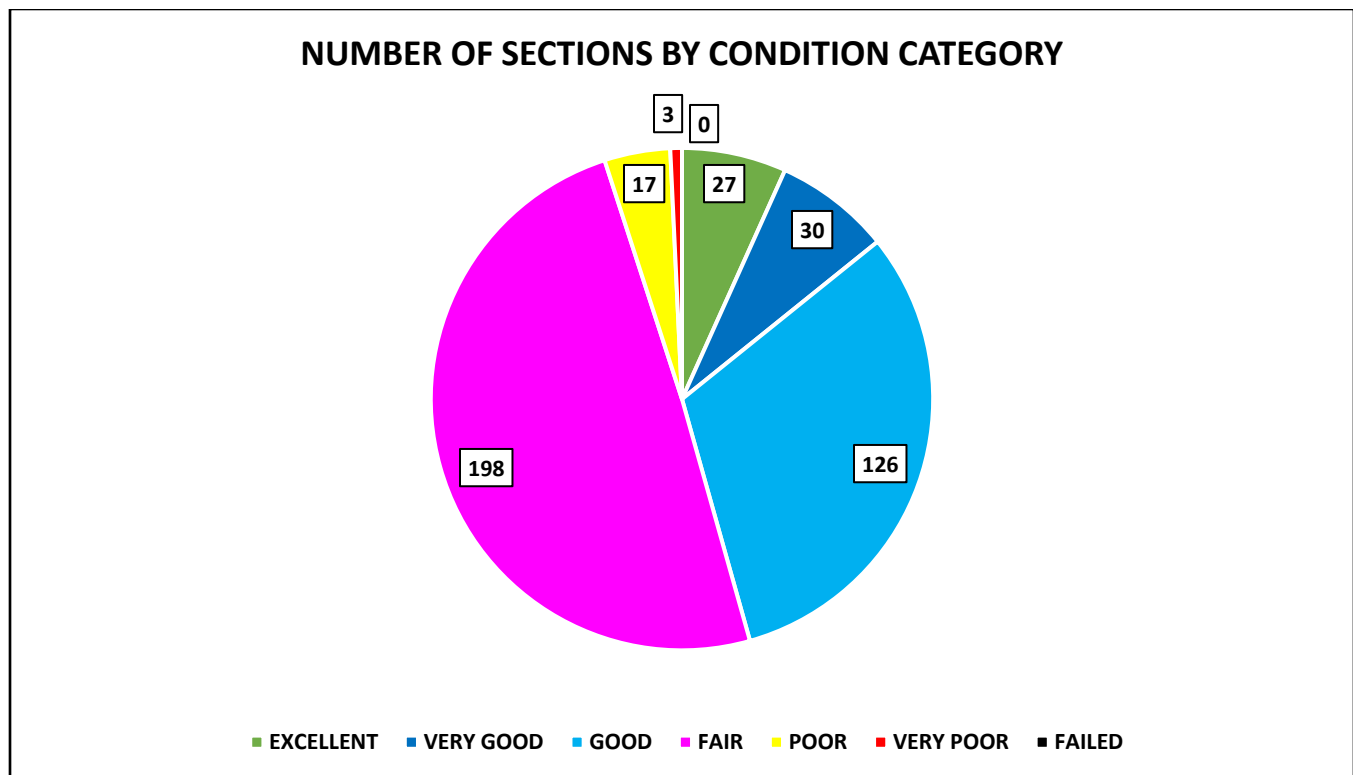
## NETWORK CONDITION RESULTS

After completion of the 2022 pavement management project, PMG has determined that the average PCI for Lake Park's 79 lane mile (37 Centerline Mile) roadway network is a 68 and considered to be in Good condition. Table 2 displays the condition summary data by category across the network while Figure 3, illustrates the condition by pavement area breakdown in graph form. A complete Inventory and Condition Report in Excel spreadsheet was provided as a part of this project deliverable.

| CONDITION CATEGORY | SECTIONS | PAVEMENT AREA (SF) | LANE MILES | PERCENT AREA | AVERAGE CONDITION |
|--------------------|----------|--------------------|------------|--------------|-------------------|
| EXCELLENT          | 27       | 594,326.03         | 9.38       | 11.84%       | 97                |
| VERY GOOD          | 30       | 501,450.53         | 7.91       | 9.99%        | 87                |
| GOOD               | 126      | 1,603,415.32       | 25.31      | 31.93%       | 74                |
| FAIR               | 198      | 2,096,374.00       | 33.09      | 41.75%       | 60                |
| POOR               | 17       | 197,276.91         | 3.11       | 3.93%        | 45                |
| VERY POOR          | 3        | 28,346.46          | 0.45       | 0.56%        | 30                |
| FAILED             | 0        | 0.00               | 0.00       | 0.00%        | 0                 |
| TOTALS             | 401      | 5,021,189.25       | 79         | 100%         |                   |

Table 2. Condition Summary

## CONDITION GRAPHS



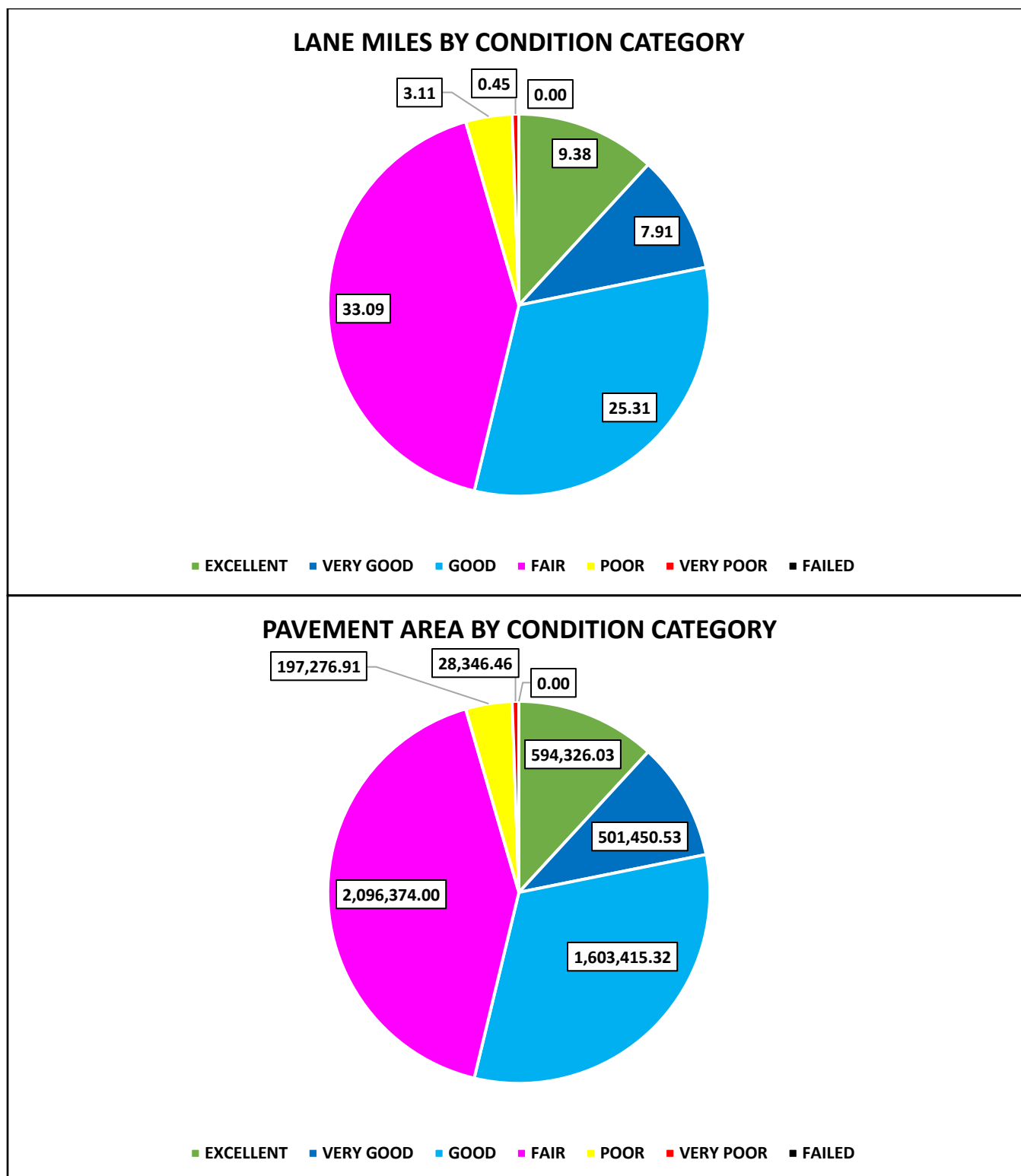


Figure 3. Sections, Lane Miles, and Pavement Area by Condition Category



# GIS CONDITION MAP

PMG assigned all pavement management data to GIS and will provide the shapefile to the agency. This allows for a wide variety of mapping options within both ESRI's ArcGIS and Google Earth. The following shows an example of a Latest Condition Map that has been created in both GIS and Google Earth for illustrative purposes. An ANCI Size C plot ready pdf version has been provided as a part of the project deliverable.

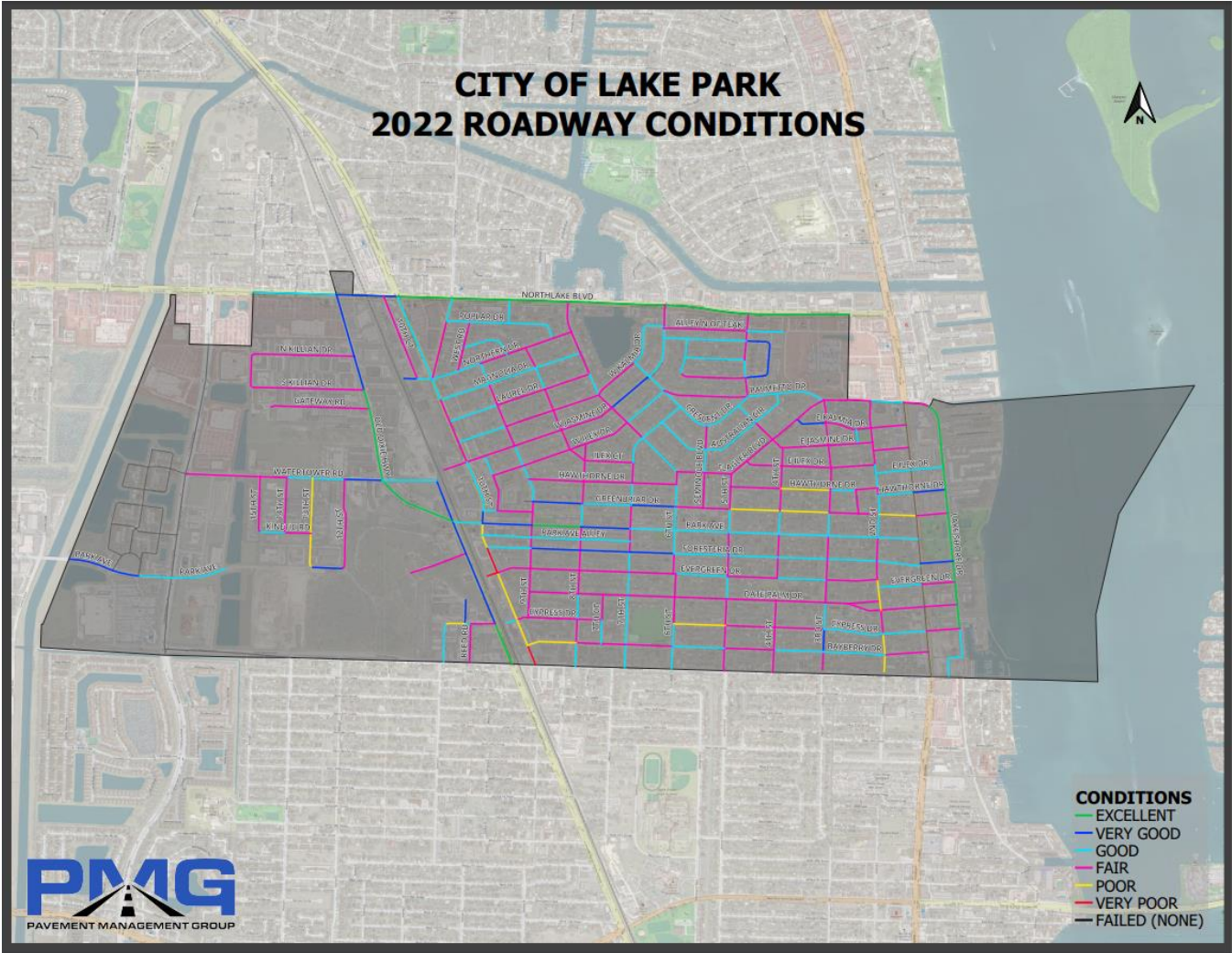


Figure 4. Roadway Section Latest Condition maps

## CONCLUSION

The PCI study provides for a PCI rating on each pavement section within the maintained roadway network. Based upon the distresses identified within each representative sample location inspected, a PCI number is assigned to each pavement section. This number is on a scale of 0 – 100 with 0 being the worst and 100 being the best.

The Lake Park roadway network is approximately 79 lane miles (37 centerline miles) in size. Through the ASTM D6433-20 PCI study, PMG has determined the roadway network has an average PCI of **68** and is classified as being in **GOOD** condition.

PMG would again like to thank you for the opportunity to provide The Town of Lake Park with this PCI study and our pavement management services. Our goal is to provide the highest level of services and support, providing our clients with the data, tools, and expertise necessary to be successful in their goals of pavement management. Should you require any additional information or support regarding this PCI study or the PAVER™ PMS, please do not hesitate to ask.

### PAVEMENT MANAGEMENT GROUP

**JAMES GOLDEN III**

Founder/CEO



P: (740) 507-3842

E: [James@PavementManagementGroup.com](mailto:James@PavementManagementGroup.com)



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** February 1, 2023      **Agenda Item No.**

**Agenda Title:** Three-Year Update Report Presentation by ShotSpotter.

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

**Approved by Town Manager**

TOWN MANAGER

**Date:** 01-03-23

*Vivian Mendez, MMC, Town Clerk*

Name/Title

|  |  |  |
|--|--|--|
| <b>Originating Department:</b><br><br><div style="text-align: center;"><b>Palm Beach County Sheriff's Office</b></div> | <b>Costs: \$ 0.00</b><br><b>Funding Source:</b><br><b>Acct. #</b><br><input type="checkbox"/> Finance _____  | <b>Attachments:</b><br><br><div style="text-align: center;"><b>Presentation</b></div>  |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input checked="" type="checkbox"/> <b>Not Required</b>           | 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 _____<br><div style="text-align: center;">OR</div> Not applicable in this case ____<br><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

The Town has been utilizing the services of ShotSpotter for three-years. The representative of ShotSpotter will provide an update on the agency priorities, plan, best practices and the evolution of the ShotSpotter company.

**Recommended Motion:** No motion needed.





# Annual Account Review

Palm Beach Sheriff's Office  
Lake Park District

*December 1, 2021 – November 30, 2022*

# Agenda

- Introductions
- Agency Priorities and Plans
- Gunfire Detection & Performance
- Best Practices
  - Tracking Metrics
  - Getting Message Out
- Cost of Gun Violence
- ShotSpotter Company Evolution

# Your ShotSpotter Core Team



**Alfred Lewers Jr**  
CUSTOMER SUCCESS  
DIRECTOR

*Ensures your agency  
realizes value and makes  
progress on achieving goals*

*(Prior LE – 33 Years)*



**Ron Jacobs**  
SALES  
DIRECTOR

*Responsible for  
assisting with additional  
products, services,  
expansion &  
funding opportunities*



**Doris Cohen**  
ANALYTICS  
DIRECTOR

*Educates your analysts and  
investigators to produce  
actionable intelligence*

*(Prior LE – 15 Years)*

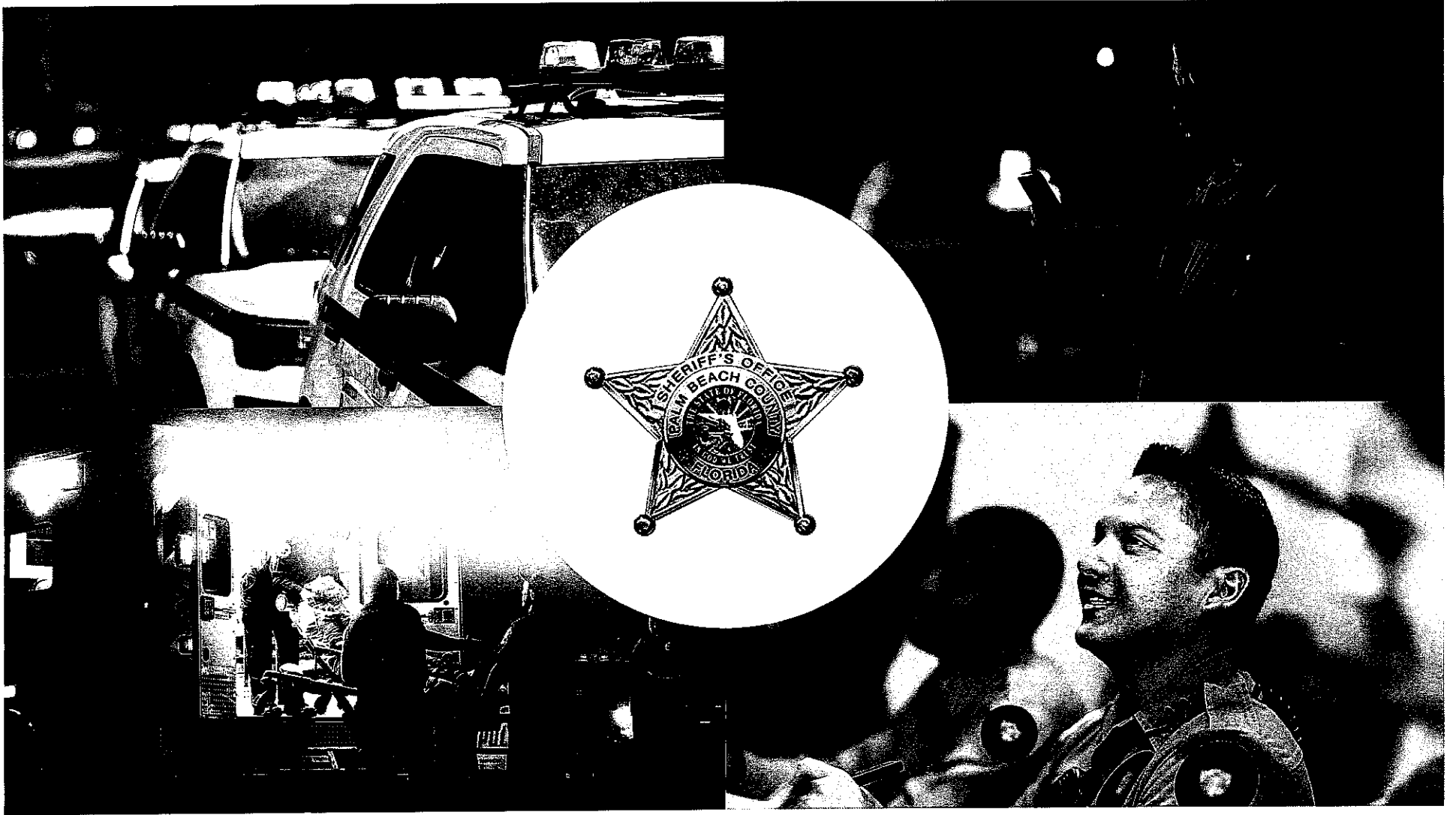


**Demaster Survine**  
TECHNICAL SUPPORT  
ENGINEER

*Proactively monitors your  
system to ensure optimum  
performance and interacts  
with you on resolving any  
system and technical issues.*







ShotSpotter

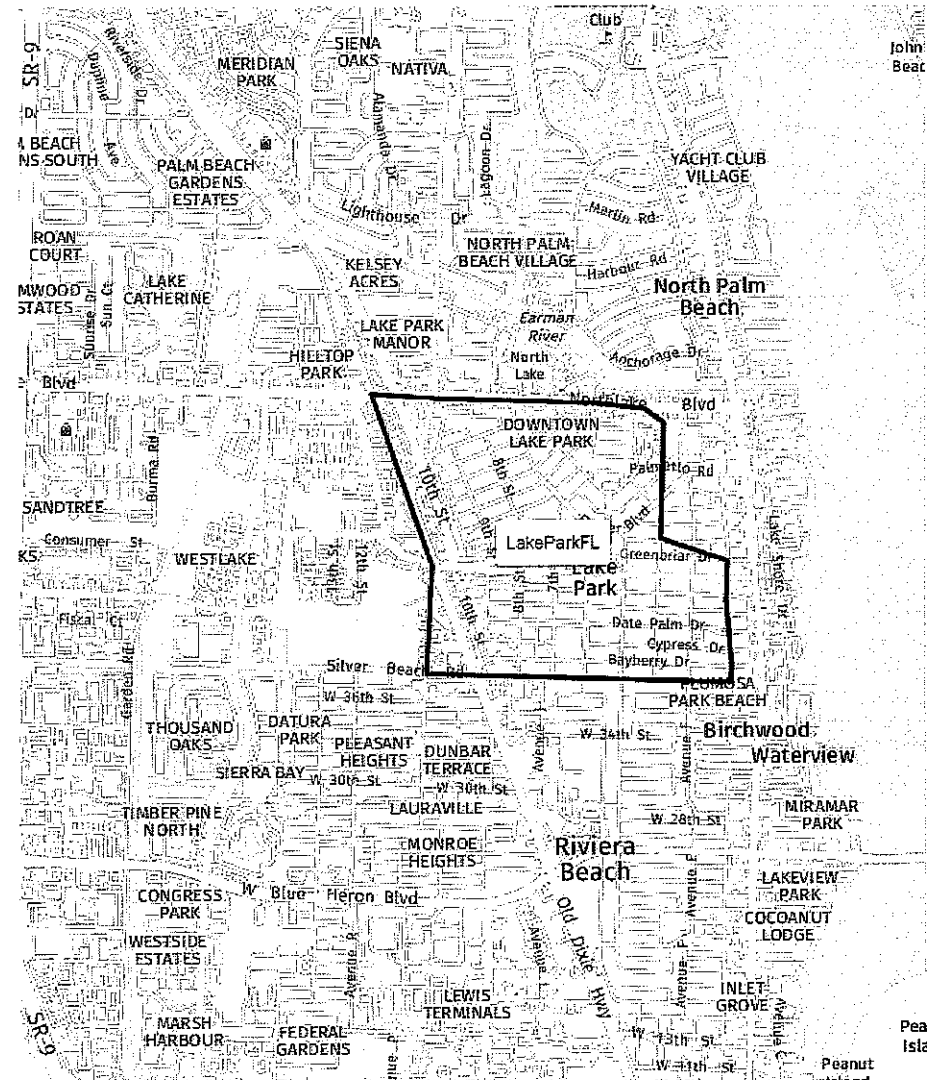
## Your Coverage Area

AREA (sq. mi.)

1.00

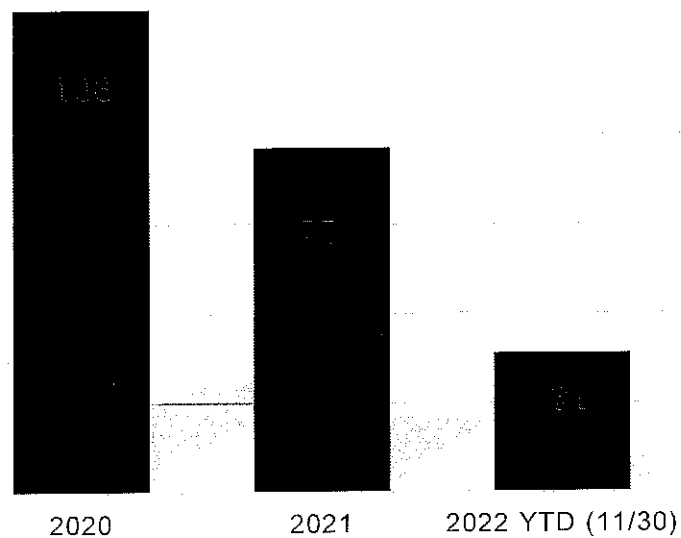
GO LIVE

APR. 23, 2019

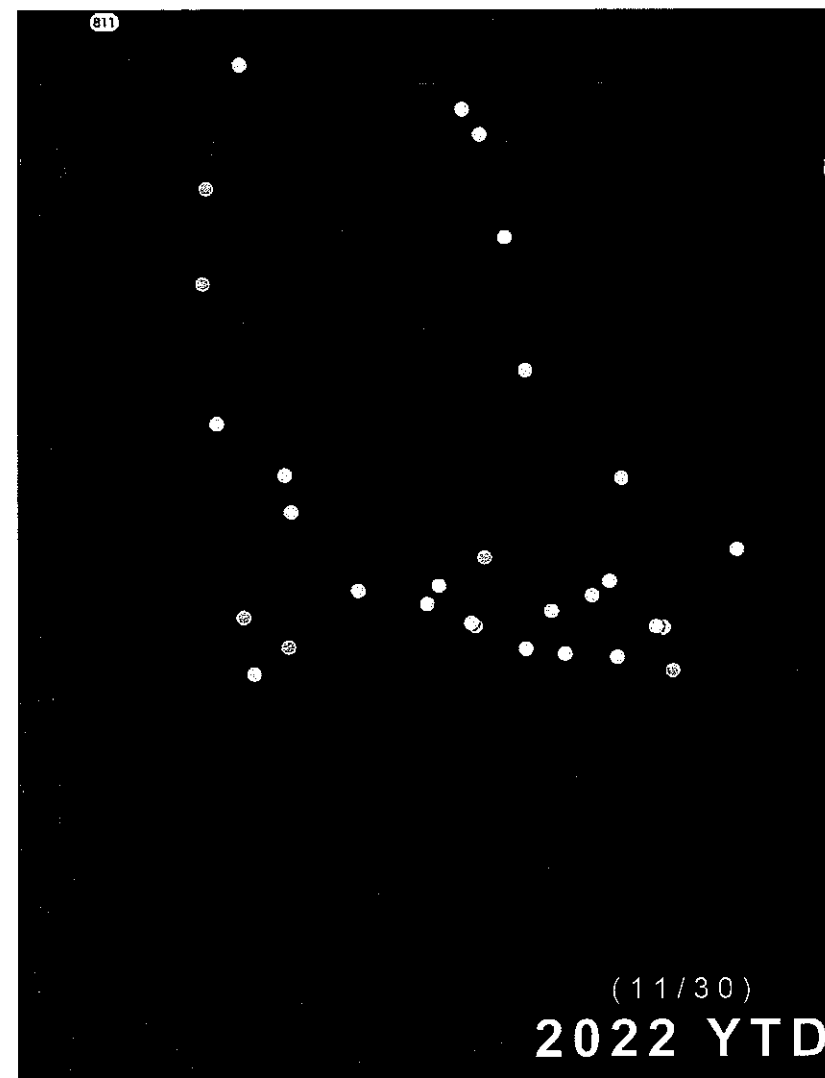


# ShotSpotter Alerts Annual Gunfire Activity

JAN 1 – DEC 31



 ShotSpotter

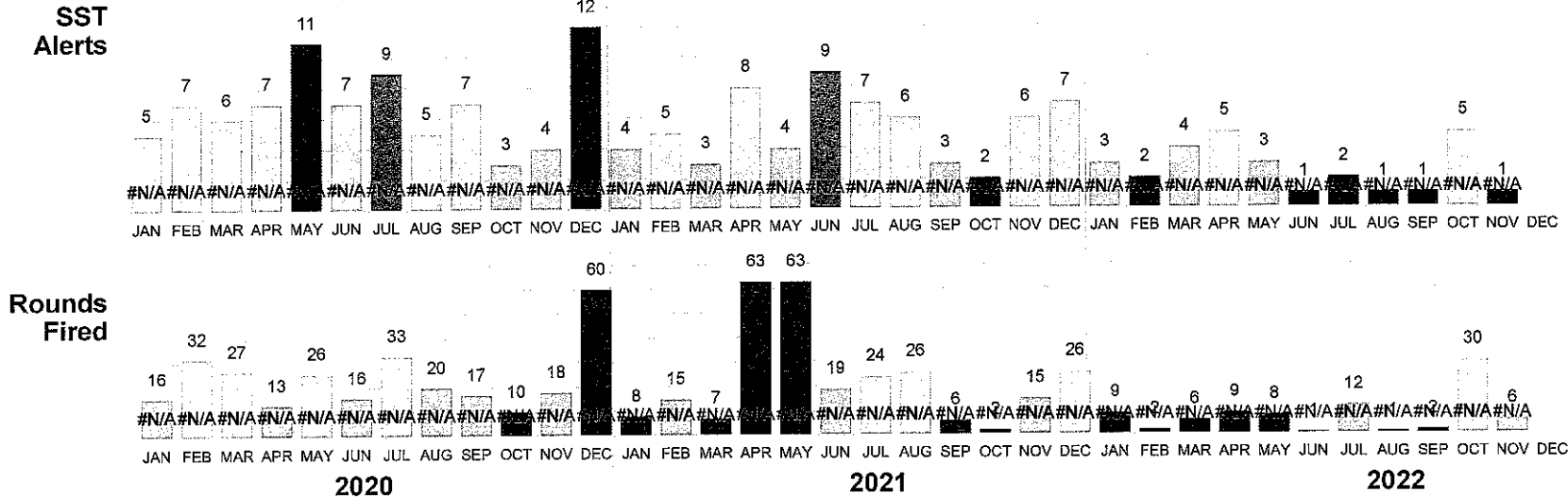




# ShotSpotter Alerts & Rounds Fired

## Gunfire Activity by Month

JAN 1, 2020 – NOV 30, 2022\*



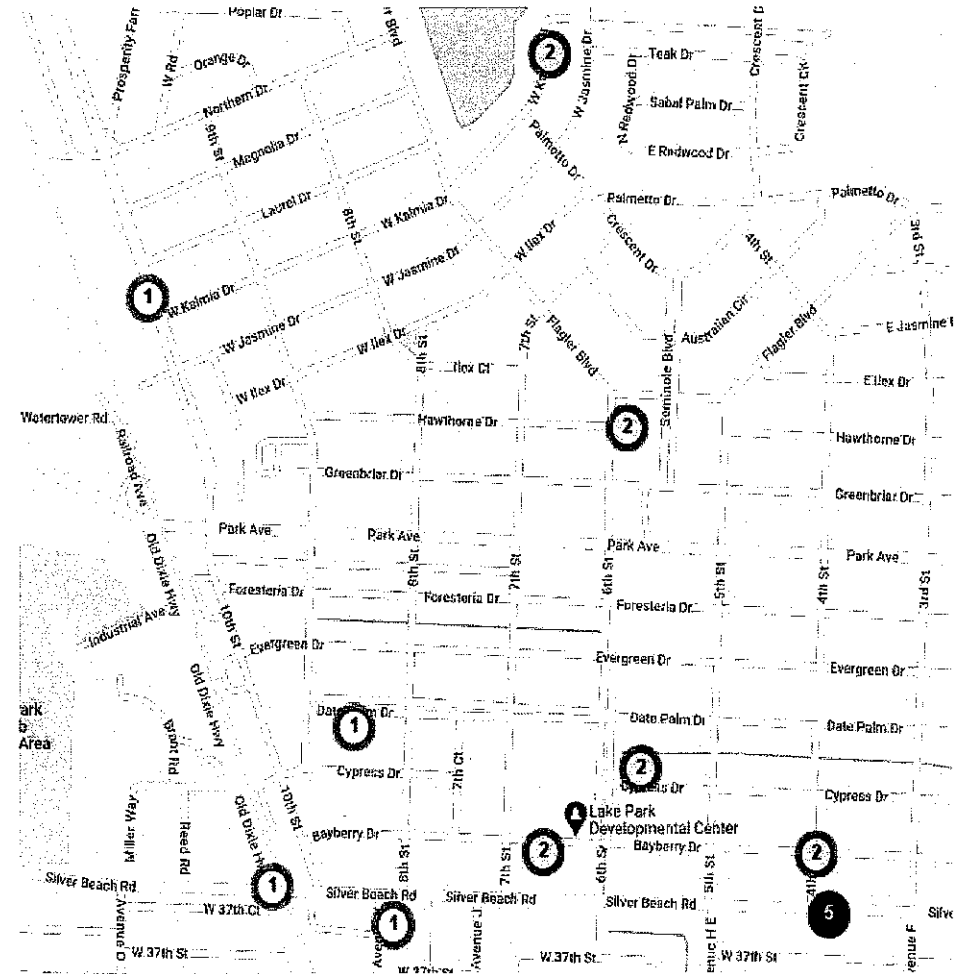
\*New Year's Eve, New Year's Day and Independence Day are Excluded. 6

# ShotSpotter Alerts and Rounds Fired Top Block Locations

DEC 1, 2021 – NOV 30, 2022

| Block               | ShotSpotter | Rounds F  |
|---------------------|-------------|-----------|
| 400 Silver Beach Rd |             |           |
| 500 W Kalmia Dr     | 2           | 12        |
| 600 Bayberry Dr     | 2           |           |
| 500 Cypress Dr      | 2           |           |
| 400 Bayberry Dr     | 2           |           |
| 800 6th St          | 2           |           |
| 1000 10th St        |             | 12        |
| 3700 Avenue K       |             | 11        |
| 100 Old Dixie Hwy   |             | 10        |
| 800 Date Palm Dr    |             | 9         |
| <b>Total</b>        | <b>19</b>   | <b>88</b> |

ShotSpotter sends alerts to customers within 60 seconds of the incident occurring (90% or more of the time). If there is a break in shooting volley, the additional incidents will be sent for the same location or nearby. Therefore, the number of alerts may be affected by these additional incidents.



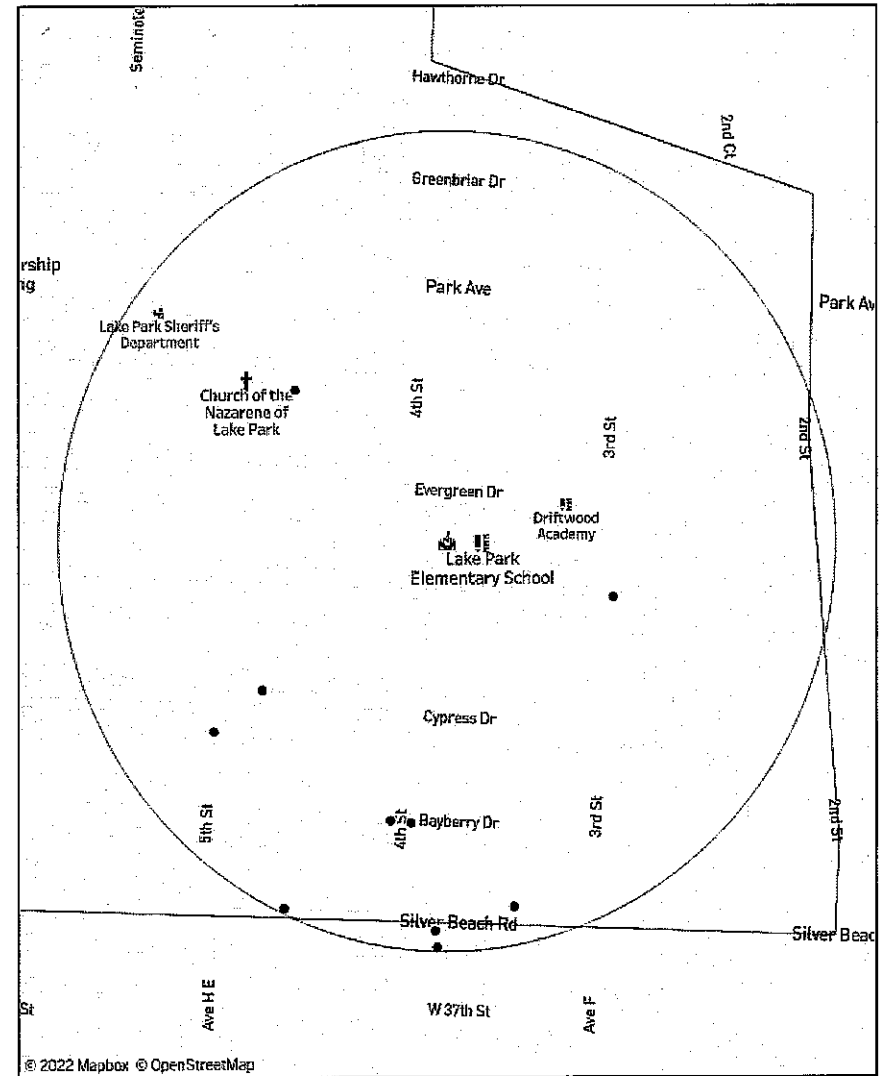
## ShotSpotter Alerts Alerts Near Public Schools

DEC 1, 2021 – NOV 30, 2022

| School Name                 | ShotSpotter Alerts | Rounds Fired |
|-----------------------------|--------------------|--------------|
| LAKE PARK ELEMENTARY SCHOOL | 11                 | 27           |
| <b>Total</b>                | <b>11</b>          | <b>27</b>    |

ShotSpotter Alerts 1/4 of a mile around schools. Based on public information available on public schools.

ShotSpotter sends alerts to customers within 60 seconds of the incident occurring (90% or more of the time). If there is a break in shooting volley, the additional incidents will be sent for the same location or nearby. Therefore, the number of alerts may be affected by these additional incidents.





# System Performance

# Terminology



## Missed Incident

An unsuppressed gunshot incident that meets the following criteria but was not detected by ShotSpotter systems:

- Occurred outdoors and within ShotSpotter coverage area; and
- Rounds are greater than .25 caliber



## Misclassified Incident

A detected and located incident, incorrectly classified by ShotSpotter. Misclassification types include False Positive and False Negative incidents.



### False Positive

A non-gunshot incident incorrectly classified as gunfire based on the review by ShotSpotter personnel, and improperly alerted to the customer.



### False Negative

A gunshot incident incorrectly classified as non-gunfire based on the review by ShotSpotter personnel or automatically dismissed by the system, and not alerted to the customer.



## Mislocated Incident

A gunfire incident correctly identified by ShotSpotter but produced with an inaccurate location greater than 25 meters (82 ft) from the confirmed shooting location.

# ShotSpotter Performance

JAN 1, 2022 – NOV 30, 2022

**Performance**  
as reported to ShotSpotter by  
Lake Park Police Department

IMPULSES DETECTED AND LOCATED  
BY ACOUSTIC SENSORS  
**16,009**

INCIDENTS/ALERTS PUBLISHED TO CUSTOMER  
**32**

ACCURATELY LOCATED ALERTS  
**32**



# ShotSpotter Performance

JAN 1, 2022 – NOV 30, 2022

**Performance**  
as reported to ShotSpotter by Lake Park Police Department

|                   |                     |                      |                            |                    |   |
|-------------------|---------------------|----------------------|----------------------------|--------------------|---|
| DETECTION<br>RATE | MISSED<br>INCIDENTS | MISLOCATED<br>EVENTS | MISCLASSIFIED<br>INCIDENTS | FALSE<br>POSITIVES | 0 |
| 100%              | 0                   | 0                    | 0                          | FALSE<br>NEGATIVES | 0 |

# ShotSpotter Alerts Alerts by Time of Day

SEP 1 – NOV 30, 2022 | 90-DAY ANALYSIS

|       | 1 | 11 | 16 | 19 | 20 | Total |
|-------|---|----|----|----|----|-------|
| Tue   |   | 1  | 1  | 1  |    | 3     |
| Wed   |   |    |    |    | 1  | 1     |
| Thu   |   |    |    |    | 1  | 1     |
| Fri   | 1 |    |    |    | 1  | 2     |
| Total |   |    | 1  | 1  | 3  | 7     |

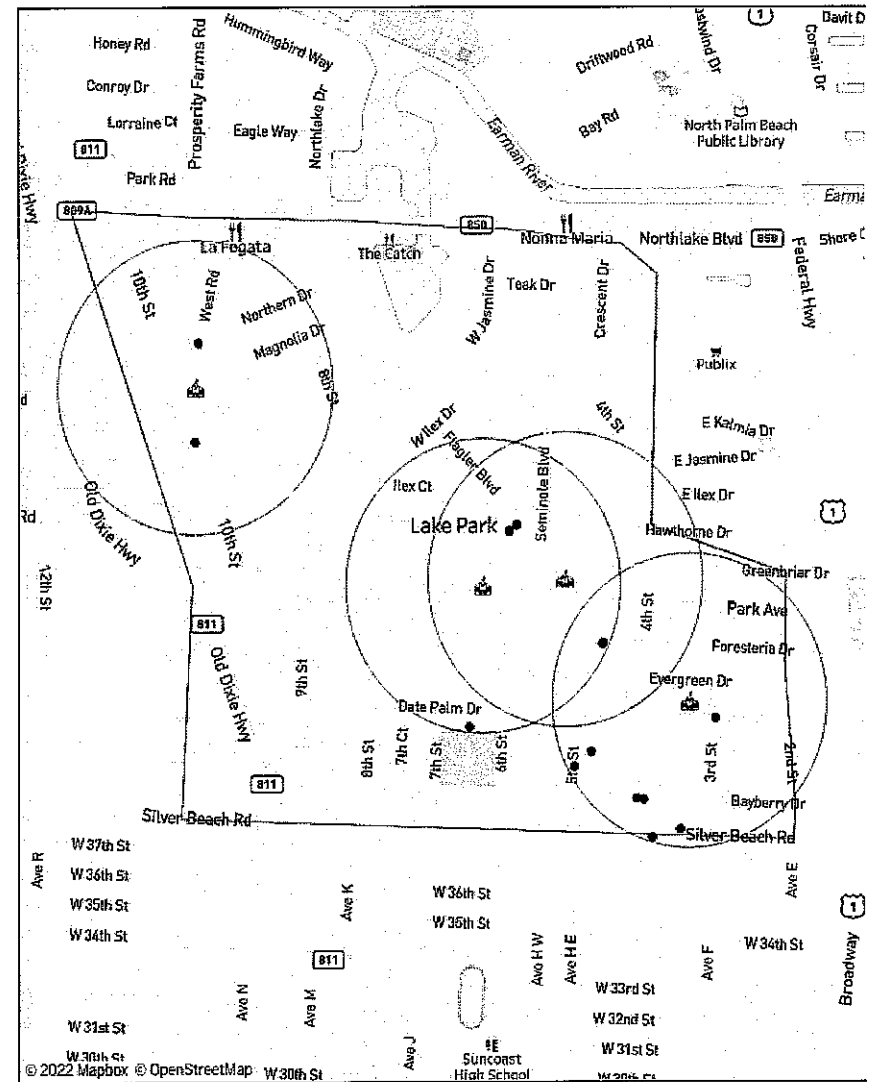
# ShotSpotter Alerts Alerts Near Private Schools

DEC 1, 2021 – NOV 30, 2022

| School Name                     | ShotSpotter Alerts | Rounds Fired |
|---------------------------------|--------------------|--------------|
| DRIFTWOOD ACADEMY               |                    |              |
| LAKE PARK BAPTIST SCHOOL        | 4                  | 11           |
| COASTAL MIDDLE & SR HIGH SCHOOL | 3                  | 8            |
| HIS ACADEMY/INSTITUTE           |                    |              |
| <b>Total</b>                    | <b>17</b>          | <b>52</b>    |

ShotSpotter Alerts 1/4 of a mile around schools. Based on public information available on public schools.

ShotSpotter sends alerts to customers within 60 seconds of the incident occurring (90% or more of the time). If there is a break in shooting volley, the additional incidents will be sent for the same location or nearby. Therefore, the number of alerts may be affected by these additional incidents.





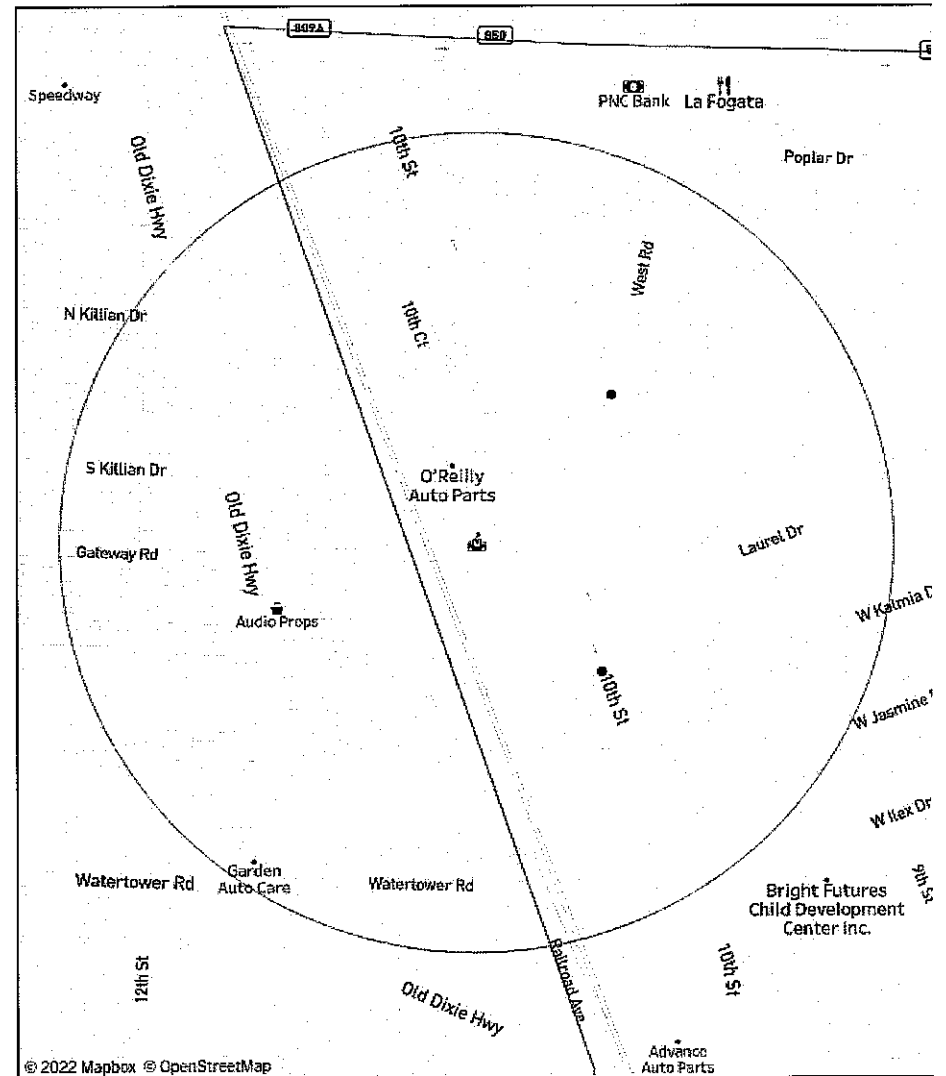
## ShotSpotter Alerts

### Alerts Near College and Universities Schools

**DEC 1, 2021 – NOV 30, 2022**

| School Name                           | ShotSpotter Alerts | Rounds Fired |
|---------------------------------------|--------------------|--------------|
| PALM BEACH ACADEMY OF HEALTH & BEAUTY | 2                  | 18           |
| <b>Total</b>                          | <b>2</b>           | <b>18</b>    |

ShotSpotter Alerts 1/4 of a mile around schools. Based on public information available on public schools. ShotSpotter sends alerts to customers within 60 seconds of the incident occurring (90% or more of the time). If there is a break in shooting volley, the additional incidents will be sent for the same location or nearby. Therefore, the number of alerts may be affected by these additional incidents.



ShotSpotter

# Monthly Customer Scorecard

The contents of this file is Proprietary and Confidential and for internal use only

## Incident Scorecard - PBSD Lake Park District - 2022






| 2022  | Jan    | Feb    | Mar    | Apr    | May    | Jun    | Jul    | Aug    | Sep    | Oct    | Nov    | Dec |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----|
| <b>Detection Summary</b>  |        |        |        |        |        |        |        |        |        |        |        |     |
| Total ShotSpotter Detections Reviewed   | 392    | 190    | 264    | 325    | 286    | 618    | 730    | 276    | 449    | 249    | 258    | 0   |
| Total ShotSpotter Detections Published  | 4      | 2      | 4      | 5      | 3      | 1      | 4      | 1      | 1      | 5      | 1      | 0   |
| Total ShotSpotter Detections Dismissed  | 388    | 188    | 260    | 320    | 283    | 617    | 726    | 275    | 448    | 244    | 257    | 0   |
| <b>Gunfire Incident Details</b>   |        |        |        |        |        |        |        |        |        |        |        |     |
| Single GS   | 1      | 2      | 3      | 3      | 2      | 0      | 0      | 1      | 0      | 0      | 0      | 0   |
| Multiple GS   | 2      | 0      | 1      | 2      | 0      | 0      | 4      | 0      | 1      | 3      | 0      | 0   |
| Probable GS   | 1      | 0      | 0      | 0      | 1      | 1      | 0      | 0      | 0      | 2      | 1      | 0   |
| <b>Agency/Customer Reported Issues</b>  |        |        |        |        |        |        |        |        |        |        |        |     |
| Reported False Positive Incidents   | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   |
| Reported False Negative Incidents   | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   |
| Reported Missed Incidents   | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   |
| Reported Duplicate Incidents  | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   |
| Reported Mislocated Incidents   | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   |
| Detection, Classification, Location SLA Performance   | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | N/A |
| <b>Publication Time Metric (First Audio to Publish)</b> <small>The timeframe from when the first audio is ready for review to the time the incident gets published.</small> |        |        |        |        |        |        |        |        |        |        |        |     |
| # of Published Incidents Under 60 Seconds   | 4      | 2      | 3      | 5      | 3      | 1      | 4      | 1      | 1      | 5      | 1      | 0   |
| # of Published Incidents Over 60 Seconds  | 0      | 0      | 1      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0   |
| Publication Time SLA Performance  | 100.0% | 100.0% | 75.0%  | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | N/A |

Detection, Classification, Location SLA Performance: **100.0%**Total SLA Performance though: **November**Publication Time SLA Performance: **96.8%**

\*January 1st & July 4th data is included  
SLA calculations on this form would be  
amended for actual SLA values

12/6/2022

# Application Usage

|   |  ShotSpotter Dispatch™ App |  ShotSpotter Respond™ App |
|---|---|--|
|  Total User Accounts | 0   | 0  |
|  Usage Last 30 Days | 0%  | 0%   |
|  Usage Last 7 Days | 0%  | 0%   |



ShotSpotter

# Forensic Features and Services Usage

JAN 1, 2022 – NOV 30, 2022

| ANNUAL<br>ILS | MONTHLY<br>AVERAGE | ANNUAL<br>ALERTS | SINGLE<br>GUNSHOT | MULTIPLE<br>GUNSHOT |
|---------------|--------------------|------------------|-------------------|---------------------|
| 0             | 0                  | 32               | 12                | 13                  |

DETAILED  
FORENSIC  
REPORTS

0

EXPERT  
WITNESS  
TESTIMONY

0

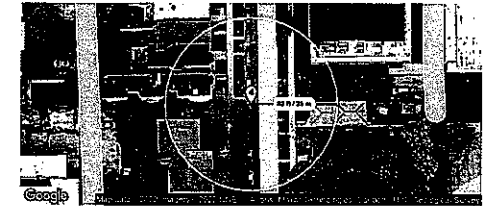
ShotSpotter

ShotSpotter

RESPOND ID: 779-267632

## INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: NOV 01, 2022  
 CITY / ZONE: CHICAGO / CHICAGO DISTRICT 12 NORTH  
 REPORT DATE: NOV 16, 2022 16:34 GM  
 REQUESTED BY: SUPPORT@SHOTSPOTTER.COM



INCIDENT: 779-267632  
 DATE/TIME: NOV 01, 2022 06:12:49  
 RECORDS: 4  
 CAD ID: 2230400136

LOCATION: 41.864127, -87.268663  
 ADDRESS: 1212 S DAWVER AVE  
 AREA: TAGS

## INCIDENT AUDIO

| SENSOR   | RANGE FROM INCIDENT | AUDIO                         |
|----------|---------------------|-------------------------------|
| # 2056   | 332 ft / 107 m      | <a href="#">CLICK TO PLAY</a> |
| # 2057   | 1029 ft / 314 m     | <a href="#">CLICK TO PLAY</a> |
| # 102006 | 1171 ft / 357 m     | <a href="#">CLICK TO PLAY</a> |
| # 2056   | 2534 ft / 761 m     | <a href="#">CLICK TO PLAY</a> |

For more information, email [support@shotspotter.com](mailto:support@shotspotter.com) or call 888-776-1877 or +1-510-764-3144. ©2022 ShotSpotter, Inc. All rights reserved. ShotSpotter® and the ShotSpotter logo are registered trademarks of ShotSpotter, Inc.

PAGE 1 OF 4

ILS



# Core Best Practices

---

1. Dispatch
2. Response
3. Metrics Tracking
4. Showcase Successes

## Best Practices and Lessons Learned

# Dispatch



Prioritize  
ShotSpotter  
Alerts



Assign  
a CAD  
Call Type



Dispatch  
to the Dot



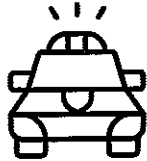
Self-  
Dispatch

# Best Practices and Lessons Learned

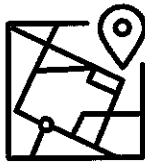
## Response



Comprehensive  
Policy



Respond  
Quickly and  
Safely to  
the Dot



Search the  
Right Crime  
Scene



Provide  
Feedback to  
ShotSpotter



Next Day  
Follow-Ups



# Best Practices Metrics Tracking



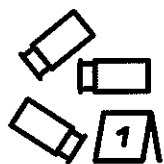
Victims Located  
/ Lives Saved



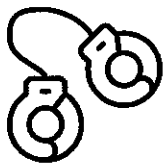
No 911 Call



Firearms  
Recovered



Shell Casing  
Located /  
NIBIN Hits



Arrests



# Showcase Successes



## Communicating Wins

Communicating wins is key in order to educate the media and public about the value of ShotSpotter.



## Tell Your Story... Tell your **ShotSpotter Story!**

- Victims located and/or saved
- Quick, safe and precise response to gunfire locations



## Multi-media Platforms

- Print, TV, Online
- Facebook/Meta, Twitter, LinkedIn, Instagram, Agency Website



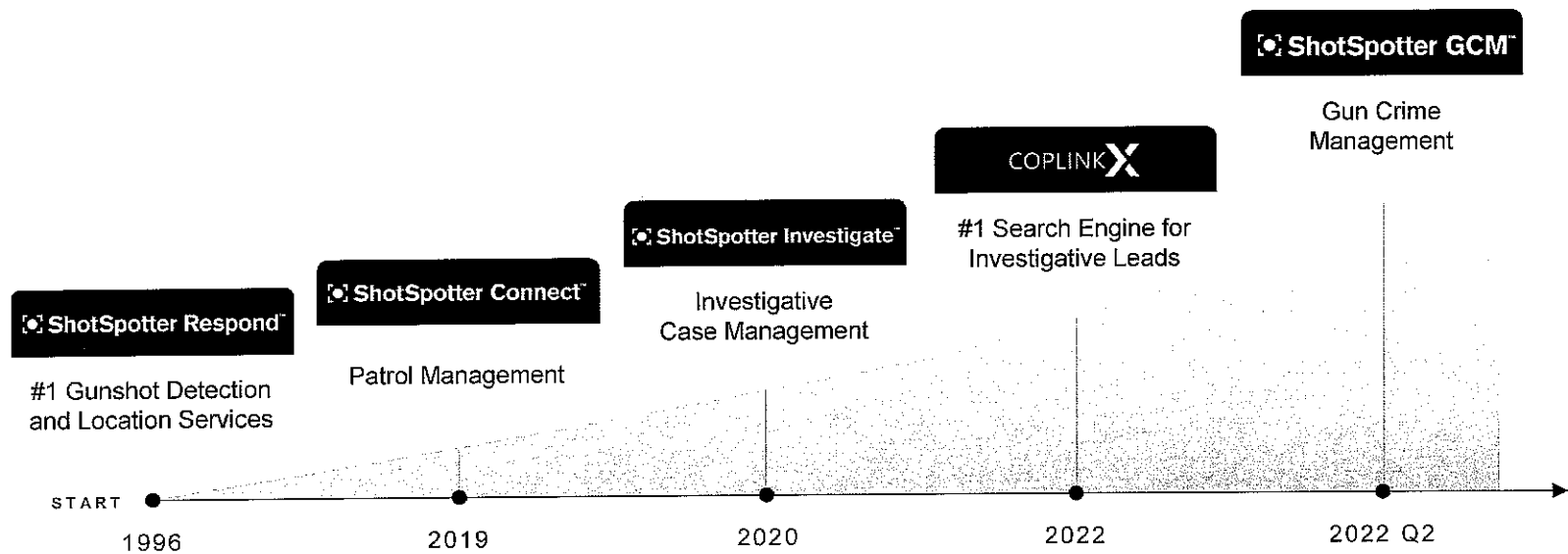
**ShotSpotter has Public Relations resources we can assist with.**



# New Solutions for Today's Policing Challenges

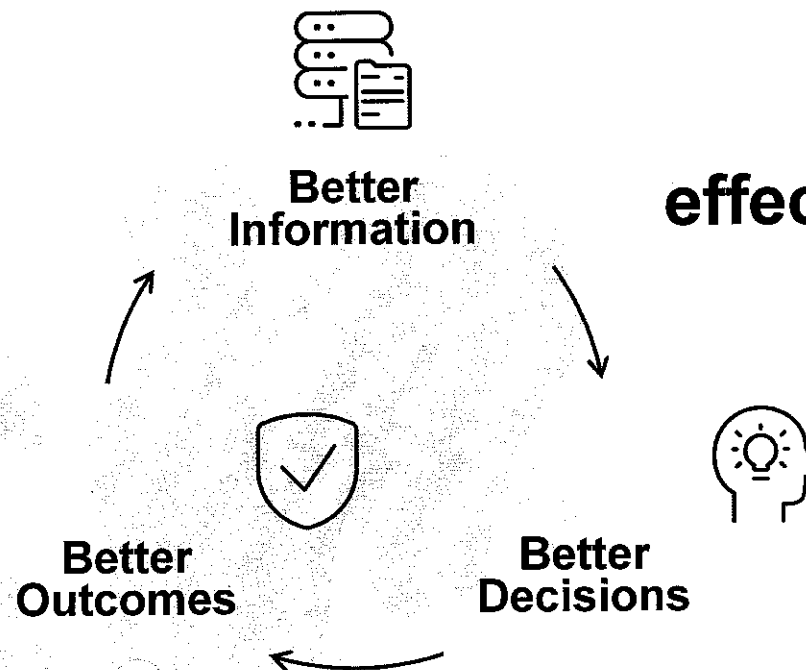
## **Going Beyond Gunshot Detection**

# ShotSpotter – Going Beyond Gunshot Detection



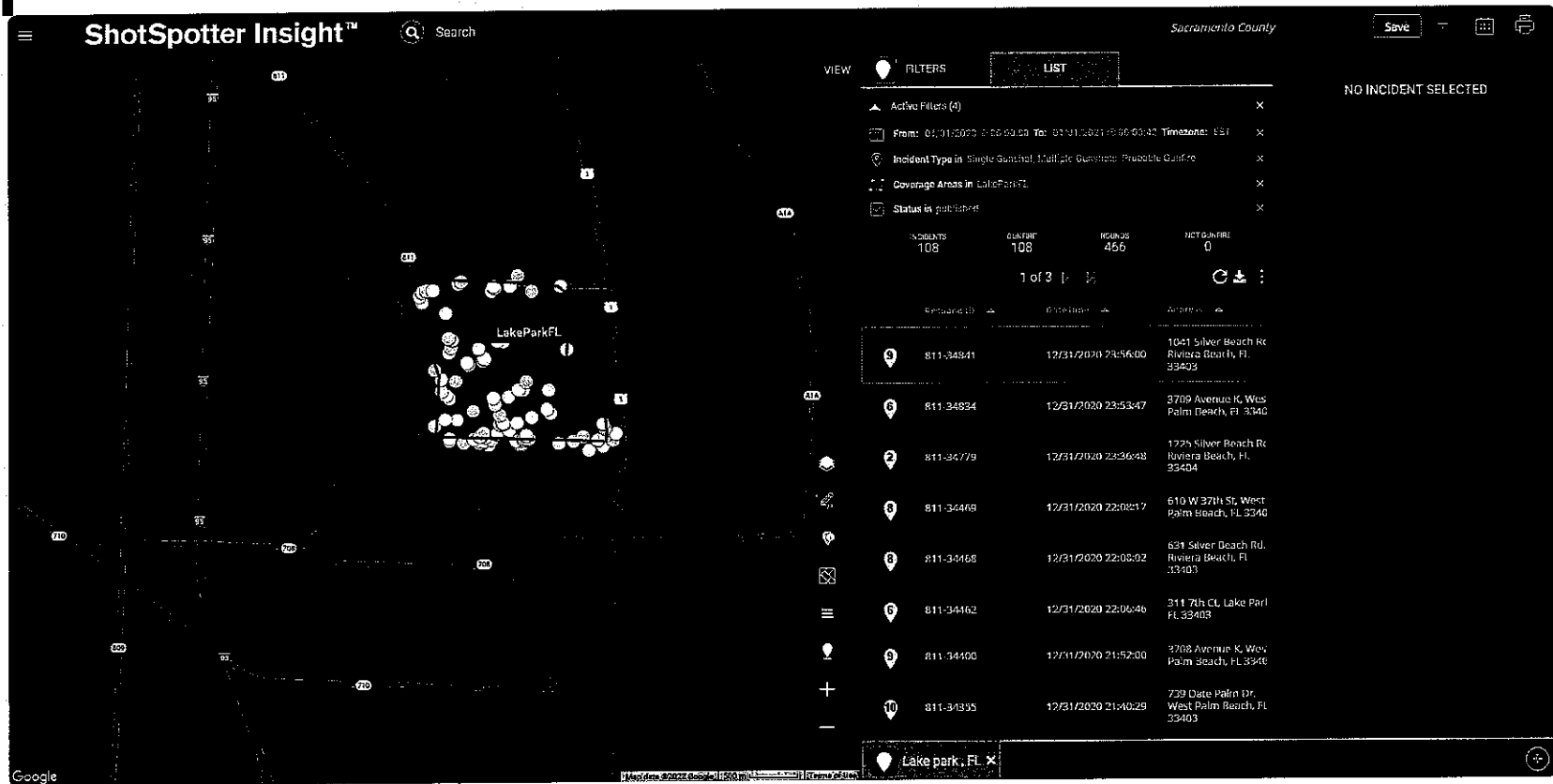


# ShotSpotter Precision Policing Platform Unleashes



**More efficient,  
effective, and equitable  
policing.**

# ShotSpotter Insight



**Are there any other  
action items we need  
to follow-up on?**

**Is there anything else  
we can do to better  
support your agency?**

***Making cities safer and restoring  
law enforcement as a trusted  
guardian of the community.***

**[●] ShotSpotter®**

**Alfred Lewers Jr.**

CUSTOMER SUCCESS DIRECTOR

[alewers@shotspotter.com](mailto:alewers@shotspotter.com)





# APPENDIX



## Precision Policing Platform

Better Information • Better Decisions • Better Outcomes

### RESPOND

#### Gunshot Detection

- Real-time alerts for rapid, precise response to save lives
- Increase evidence recovery and NIBIN leads
- Enhance gun violence prevention/intervention with Data4Good

### GCM

#### Gun Crime Management

- Centralized collaboration on gun crime activities including Respond alerts & NIBIN leads
- Prioritize and track leads and tasks
- Operational insights on case outcomes for stakeholder feedback

### COPLINK X

#### Investigative Lead Generation

- Accelerate investigations with largest database of local and regional crime data in single portal
- Advanced link analysis detects relationships between people, places, and things

### INVESTIGATE

#### Digital Case Management

- One-stop digital case folder houses all data and workflows
- Analytical and collaboration tools accelerate and improve solvability
- More efficient and effective case handling

### CONNECT

#### Community-First Patrol Management

- Data-driven deployment of patrol resources for more effective crime deterrence
- Drive accountability into officer activity
- Reduce over-policing and bias in patrols

Bringing the power of **digital transformation to law enforcement** for more efficient, effective, and equitable public safety outcomes.



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** February 1, 2023

**Originating Department:** Public Works

**Agenda Title:**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND WATER RESOURCE MANAGEMENT ASSOCIATES INC., FOR PROFESSIONAL ENGINEERING SERVICES**

**Approved by Town Manager:**

*[Signature]*  
TOWN MANAGER

**Date:** 01-25-23

**Cost of Item:** N/A

**Funding Source:** N/A

**Account Number:** N/A

**Finance  
Signature:** \_\_\_\_\_

**Advertised:** N/A

**Date:** N/A

**Newspaper:** N/A

**Attachments:**

2. Resolution
3. First Amendment to the Town's Agreement with Water Resources Management Associates (WRMA)
4. Original Agreement between the Town and WRMA

**Please initial one:**

Yes, I have notified everyone

*[Initials]*

Not applicable in this case

### Summary Explanation/Background:

In 2018, pursuant to the Consultants Competitive Negotiation Act (CCNA), the Town issued a Request for Qualifications (RFQ) to solicit professional consulting firms to provide continuing engineering services to the Town.

Following evaluation of responses, Water Resources Management Associates, Inc., (WRMA), was a top ranked firm for Category A, (Stormwater Engineering) and on November 7, 2018, the Town entered into a five-year agreement (the Agreement) with WRMA (**Attachment 4**).

Additionally, in 2021, the Town applied for and was later notified in 2022 that it had been awarded a stormwater infrastructure rehabilitation grant by the Florida Department of Economic Opportunity (the Department) in the amount of **\$11,067,635.00**.

Subsequently, the Town entered into an agreement with the Department for the grant funding and selected WRMA to provide the engineering services for one of the stormwater projects funded by the Department's grant.

Furthermore, the Department requires that the Town add specific contract language to the Town's agreement with WRMA because its services related to the project will be funded through the use of public funds.

Accordingly, and to comply with the Department's requirements prior to disbursing federal grant funding, the Town and WRMA have agreed to amend the Agreement to include federal procurement compliance standard language (**Attachment 3, Section 10**).

The Town Manager recommends approval.

**Recommended Motion:**

I move to adopt Resolution 09-02-23.

**RESOLUTION 09-02-23**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND WATER RESOURCE MANAGEMENT ASSOCIATES INC., FOR PROFESSIONAL ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in the course of providing service to its residents, the Town requires the services of professional engineering consultants on an as-needed basis; and

**WHEREAS**, pursuant to the Consultants Competitive Negotiation Act (CCNA) the Town issued a Request for Qualifications (RFQ) to solicit professional consulting firms to provide continuing engineering services; and

**WHEREAS**, on November 7, 2018, the Town entered into a five-year agreement (the Agreement) with Water Resources Management Associates, Inc., (WRMA) for continuing engineering services; and

**WHEREAS**, the Town has been awarded a stormwater infrastructure rehabilitation grant by the Florida Department of Economic Opportunity (the Department); and

**WHEREAS**, the Town has selected WRMA to provide the engineering services for one of the stormwater projects funded by the Department's grant; and

**WHEREAS**, the Department requires that the Town add specific contract language to the Town's agreement with WRMA because its services will be funded through the use of public funds; and

**WHEREAS**, to satisfy the Department's requirements, the Town and WRMA have agreed to amend the agreement they entered into on November 7, 2018, to include the language required by the Department; and

**WHEREAS**, the Town Manager has determined that it is in the Town's best interest to execute the amendment to its agreement with WRMA to include the language required by the Department.



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

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

**Section 2.** The Mayor is hereby authorized and directed to execute the first amendment to the Agreement between the Town and Water Resourced Management Services (WRMA) to include the language required by the Florida Department of Economic Opportunity pertaining to the grant it awarded to the Town for stormwater infrastructure rehabilitation.

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

## AMENDMENT TO THE CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**THIS AMENDMENT TO THE CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH WATER RESOURCES MANAGEMENT ASSOCIATES,** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the TOWN OF LAKE PARK, a Florida municipal corporation (hereinafter referred to as “**Town**”) and WATER RESOURCES MANAGEMENT ASSOCIATES, INC., a Florida Corporation with a principle address of 169 Tequesta Drive, Suite 32E, Tequesta, Florida 33469 (hereinafter referred to as “the **Consultant**” or “**WRMA**”).

### RECITALS

**WHEREAS**, on November 7, 2018, the Town entered into a five-year continuing services agreement with WRMA whereby WRMA agreed to provide the Town with water resource and stormwater engineering services (the Agreement); and

**WHEREAS**, the Town was awarded a grant by the Florida Department of Economic Opportunity (the Department) to be used by the Town for stormwater infrastructure rehabilitation; and

**WHEREAS**, the Town has requested that WRMA provide engineering services for a stormwater infrastructure rehabilitation project (the Project) which is being funded by the Department; and

**WHEREAS**, because the Project will be funded by the Department with public funds, the Department requires that the Town add specific language to the Agreement associated with Federal Guidelines which are primarily contained in Title 2 Code of Federal Regulations Part 200 (2 CFR 200); and

**WHEREAS**, to satisfy the Department’s requirements, the Town and WRMA have agreed to amend the Agreement they entered into on November 7, 2018, to include the language required by the Department.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and WRMA have agreed to the amendment of the Agreement as follows:

**Section 1.** The recitals are incorporated herein.

**Section 2.** The Agreement is hereby amended to add a new Section 10, as follows:

## **SECTION 10 – FEDERAL PROCUREMENT COMPLIANCE STANDARDS**

### **10.1 Prohibition of Contingency Fees:**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona-fide employee working solely for the Consultant to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

### **10.2 Price Adjustment Clause:**

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete and current at the time of contracting. The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. For the purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

### **10.3 Applicability of Section 3, Housing and Urban Development Act of 1968**

The work to be performed under this contract is subject to the requirements of the Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income persons, particularly persons who are recipients of HUD assistance for housing.

### **10.4 Applicability of Appendix II, 2 CFR Part 200**

The Consultant / Contractor shall comply with all applicable provisions of Appendix II to 2 CFR Part 200.

## **Title 2 – Grants and Agreements**

### **Subtitle A – Office of Management and Budget Guidance for Grants and Agreements**

#### **Chapter II – Office of Management and Budget Guidance**

#### **Part 200 – Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards**

## **Appendix II to Part 200 – Contract Provisions for Non-Entity Contracts under Federal Awards**

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., page. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate no less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in-whole or in-part by Loans or Grants for the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**  
Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half time the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or material or articles ordinarily available on the open market, or contract for transportation or transmission of intelligence.
- (F) **Rights to Inventions Made Under a Contract of Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or sub-recipient wished to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401. “Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) **Clean Air Act (42 U.S.C 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standard, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



- (H) Debarment of Suspension (Executive Orders 1259 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contactors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier to the non-Federal award.
- (J) See § 200.323
- (K) See § 200.216
- (L) See § 200.322

### **10.5 Applicable Florida State Statutes**

This agreement is also bound by applicable regulations contained in section 287.055, Florida Statutes (F.S.) and Chapter 73C-23.0051(3) of the Florida Administrative Code (FAC).

**Section 3.** All of the other terms contained in the Agreement remain the same.

[Signature pages follow]

**IN WITNESS WHEREOF**, The Town and Consultant have caused this Amendment to be duly executed on the day and year first written above.

**TOWN:**

TOWN OF LAKE PARK,  
a Florida municipal corporation

By: \_\_\_\_\_

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

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

This Amendment is executed by Consultant as of the date first written above.

**CONSULTANT:**

WATER RESOURCES MANAGEMENT  
ASSOCIATES, INC., a Florida  
corporation.

By: 

Print Name: Raul N. Mercado

Title: President

**RESOLUTION NO. 79-11-18****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WATER RESOURCES MANAGEMENT ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in the course of providing service to its residents, the Town requires the services of professional engineering consultants on an as-needed basis; and

**WHEREAS**, pursuant to the Consultants Competitive Negotiation Act (CCNA) the Town issued a Request for Qualifications (RFQ) to solicit professional consulting firms to provide continuing engineering services; and

**WHEREAS**, on August 23, 2018, the Town received nine responses to its RFQ; and

**WHEREAS**, in its RFQ, the Town established five separate professional work categories; and

**WHEREAS**, on September 18, 2018, a Town Evaluation Committee ranked the nine responses for each of the five work categories, and Water Resources Management Associates, Inc. (WRMA) was a top ranked firm for Category A (Stormwater Engineering); and

**WHEREAS**, WRMA, Inc. is qualified and able to provide the services described in Categories A; and

**WHEREAS**, the parties have agreed to a five year agreement with WRMA for services to the Town; and

**WHEREAS**, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into a contract with WRMA, Inc.

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

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

**Section 2.** The Commission hereby authorizes and directs the Mayor to execute an agreement with WRMA, Inc. to provide Continuing Professional Engineering Services on an as-needed basis. The Mayor is hereby authorized and directed to execute the agreement between the Town and WRMA, Inc., a copy of which is attached hereto and incorporated herein as Exhibit "A".


**Section 3.** This Resolution shall become effective immediately upon execution.

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

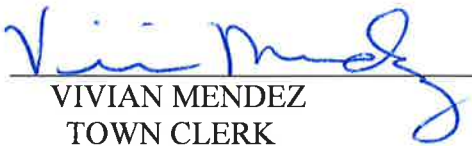
|                                 | AYE           | NAY       |
|---------------------------------|---------------|-----------|
| MAYOR MICHAEL O'ROURKE          | <u>/</u>      | <u>  </u> |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | <u>/</u>      | <u>  </u> |
| COMMISSIONER ERIN FLAHERTY      | <u>Absent</u> | <u>  </u> |
| COMMISSIONER ANNE LYNCH         | <u>/</u>      | <u>  </u> |
| COMMISSIONER ROGER MICHAUD      | <u>/</u>      | <u>  </u> |

The Town Commission thereupon declared the foregoing Resolution NO. 79-11-18 duly passed and adopted this 7 day of November, 2018.

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



## PROFESSIONAL SERVICES AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES

This Professional Services Agreement (Agreement) is made by and between the **TOWN OF LAKE PARK**, with an address of 535 Park Avenue, Lake Park, Florida, 33403 (the "Town") and **WATER RESOURCES MANAGEMENT ASSOCIATES, INC.** (the "Consultant"), a Florida Corporation with a principal address of 169 Tequesta Drive, Suite 32E, Tequesta, Florida, 33469.

### SECTION 1 - SCOPE OF SERVICES FOR CONTINUING PROFESSIONAL SERVICES

- 1.1 The Town has selected the Consultant to perform engineering, design, permitting, and bidding assistance services ("Engineering Services") on a continuing, as-needed basis throughout the term of the contract.

The Consultant shall provide Engineering Services for the following work categories:  
-Stormwater Engineering

- 1.2 The Town will request services from the Consultant as-needed, and will define the nature of each work request. The Consultant will prepare a work authorization proposal for each request, which will summarize the scope to be covered, provide an estimate of the hours to be worked for each person performing the services, and provide a timeline with deadline for the completion of each work request.

### SECTION 2 - PROFESSIONAL SERVICES FEE & ADMINISTRATIVE EXPENSES

- 2.1 Professional Services Fee Schedule.

The Fees for all Professional Services (Fees) provided by the Consultant is set forth in the Fee Schedule below. The Consultant's hourly rates:

- Principal Engineer - \$160.00/hour
- Senior Project Manager - \$125.00/hour
- Senior Engineer - \$115.00/hour
- Associate Engineer / Project Manager - \$110.00/hour
- Staff Engineer (EI) - \$85.00/hour
- Senior Scientist / Project Manager - \$125.00/hour
- Senior Scientist / Analyst - \$110.00/hour
- Senior GIS Analyst - \$95.00/hour
- Staff GIS Analyst - \$80.00/hour
- Hydrogeologist - \$120.00/hour
- Expert Witness - \$300.00/hour
- Engineering Design – CADD Technician - \$65.00/hour
- Field Representative - \$80.00/hour
- Administrative Assistant - \$65.00/hour

- 2.2 Adjustment to the Professional Service Fees.

The Professional Service Fee may be adjusted, if necessary, by a written amendment to this Agreement, duly approved and executed by Consultant and Town.

2.3 Administrative, Subconsultant and Travel Expenses.

Mileage reimbursement shall be at IRS standard mileage rates. Subconsultant costs shall be billed not to exceed a 10% markup.

2.4 Invoices.

a.) All invoices must identify the Town PO number. Invoices shall be submitted directly to:

**Town of Lak**  
Accounts Payable  
535 Park Avenue  
Lake Park, FL 33403

b.) Invoices shall show the actual hours worked, person performing services, services performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices requesting reimbursement of expenses shall include written documentation of the expenses, and shall be subject to the approval of the Town.

c.) Invoices for lump sum type work shall be accompanied by a status report briefly describing the activities and the services performed. The payment request amount shall be related to the percentage of services completed.

d.) Invoices received from the Consultant pursuant to this Agreement shall be subject to the prior approval of the Town to confirm that the services were rendered in conformity with the Agreement.

2.5 Payment.

a.) The Fee shall be paid in accordance with Section 3.1 and upon acceptance of deliverables satisfactory to the Town and the receipt of a proper invoice from Consultant.

b.) Payment of Fees shall be made in accordance with the Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

c.) No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of, or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services

### SECTION 3 – TERM

3.1 This Agreement shall commence as of the date of full execution of this Agreement by the parties. The term of this Agreement shall continue in force for a period of five years, unless terminated by either party pursuant to the termination provisions in this Agreement, or by the mutual consent of the parties.

3.2 it is agreed that the indemnity provisions, insurance provisions, the right to audit and all covenants, agreements, representations and warranties made in this Agreement or otherwise made in writing by the Consultant, including but not limited to any representations made relating to disclosure or ownership of documents, shall survive the expiration or termination of this Agreement.

**SECTION 4 - REPRESENTATIONS OF THE CONSULTANT****a.) Authority.**

The Consultant hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

**b.) Duly Licensed**

The Consultant represents that it is duly licensed to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

**c.) No Solicitation**

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

**d.) Public Entity Crimes Act**

The Consultant represents that by its execution of this Agreement it has not violated the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that neither the Consultant nor any of its parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, or sub-consultants have been, or are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted Consultant list. Violation of this section may result in termination of this Agreement and recovery of all monies paid by the Town to the Consultant, and may result in debarment from Town's competitive procurement activities.

**e.) Standard of Care**

The standard of care for all Professional Services performed or furnished by Consultant under this Agreement shall be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances

**f.) Warrant of Design and Constructability**

Consultant hereby represents to Town that where the Professional Services include the development of Construction Drawings, Technical Specifications and Supplemental Conditions, to the best of Consultant's knowledge, information and belief: (i) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and generally accepted industry standards; and (ii) is constructible. Without waiver of Town's other rights and remedies, the Consultant warrants that the Town may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the standards set forth in this Agreement. Consultant hereby waives any claims which it may have or assert against the Town with respect to this section, except and unless any failure of Consultant to perform, in whole or in part, is due to the action or inaction of the Town. Without limiting any other remedy available to Town, the Consultant shall furnish at its own expense any redesign or revisions to the Construction Documents, Technical Specifications and

Supplemental Conditions necessary to correct any negligent or material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The Town's review or approval of, or payment for, any Professional Services or deliverables under this Agreement and resulting work authorizations shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

g.) Ethics Provisions; No Conflicts of Interest

- Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.
- Consultant represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the Town or any Town agency or selection committee.
- Consultant represents that it does not employ, directly or indirectly, the Mayor, members of the Town commission or any appointed Town official, department director, or member of any board, committee or redevelopment agency of the Town.
- Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or redevelopment agency of the Town who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.
- Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the Mayor, members of the Town commission, any department director or head of the Town, any employee of the Town or any official of the Town's redevelopment agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.
- Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any such interest shall be employed or engaged by it to provide the Professional Services.
- Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the Town under this Agreement.
- Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or

issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

- Consultant shall promptly notify the Town in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that the Consultant intends to undertake and shall request the opinion of the Town as to whether such association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Consultant. The Town agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Town shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Consultant under this Agreement.
- In the event the Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, the Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

**h.) Lobbying Certification**

The Consultant certifies to the best of its knowledge and belief that no federal or state grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a member of Congress, a member of the Florida Legislature or any state agency.

**i.) Truth in Negotiation Statement**

Signature of this Agreement by the Consultant serves as the execution of a truth-in-negotiation certificate certifying that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement are accurate, complete and current at the time of contracting. The fees and expenses payable under the agreement shall be adjusted to exclude any significant sums should the Town determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such agreement adjustments must be made within one year following the expiration or termination of this Agreement.

**j.) Financial Capability**

The Consultant certifies that it has not filed for bankruptcy in the past five (5) years and is financially able to provide Professional Services under this Agreement. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by any work requests.

**k.) No Felony or Fraud**

The Consultant certifies that neither it, nor any of its principals have been convicted of a felony or fraud.

## **SECTION 5 - RESPONSIBILITIES OF THE TOWN**

### **7.1 Designation of Representative**

The Town agrees to designate an individual to act as the Town's representative with respect to the Professional Services to be rendered under this Agreement and any specific work authorization(s), provided that such representative shall not have the authority to amend or modify this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define the policies and decisions of the Town with respect to the Consultant's Professional Services.

### **7.2 Specification of Town Requirements**

The Town agrees to provide information as to the Town's requirements for the task or assignment under a work authorization, including design objectives and constraints, space, Town and performance requirements, flexibility and expendability and budgetary limitations.

### **7.3 Items to be furnished upon the Consultant's Request**

The designated representative of the Town shall use reasonable efforts to provide to the Consultant, upon the Consultant's request, the following information, along with previous reports or studies and any other data relative to design or construction of a Project. The Town makes no representation that any such data or documents provided by the Town are accurate or reliable.

1. Data prepared by others relevant to any work authorization.
2. Appropriate professional interpretations of data prepared by others relevant to any work authorization;
3. Environmental assessment and impact statements;
4. Property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions; and
6. Zoning, deed and other land use restrictions

### **7.4 Access to Property**

The Town agrees to arrange for access to and make all provisions for Consultant to enter Town property as required for Consultant to perform the Professional Services of this Agreement.

### **7.5 Attendance at Meetings**

Upon request, a Town representative shall attend regularly scheduled Project progress meetings at the Town or Consultant's local office, as well as substantial completion inspections and final inspections. Consultant's Project Manager, shall attend all regularly scheduled Project progress meetings at the dates and times established.

## **SECTION 8 - DOCUMENTS**

### **8.1 Ownership of Documents.**

All plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, presentations of any kind, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and will become the exclusive property of the Town without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of the Professional Services and/or upon completion or termination of this Agreement. Upon delivery to the Town of said document(s), the Town shall be the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant shall not copyright any



material and products or patent any invention developed under this Agreement. Consultant specifically waives and releases all rights which the Consultant may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). The Consultant acknowledges and affirms that pursuant to 17 U.S.C. §106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. The Consultant waives and assigns to Town all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work produced. Any reuse of the Consultant's prepared documents by the Town, except for the specific purpose intended under this Agreement, shall be at Town's sole risk and without liability or legal exposure to Consultant or its sub-consultants.

## **8.2 Obligation to Furnish Documents to the Town**

The Consultant shall deliver to the Town for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all documents and materials prepared for the Town in connection with this Agreement.

# **SECTION 9 - STANDARD TERMS AND CONDITIONS**

## **9.1 Consultants Competitive Negotiation Act**

The parties confirm that the procurement of the Professional Services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom.

## **9.2 Personnel; Staffing; Sub-consultants**

- Independent Contractor Relationship. All persons employed by the Consultant and engaged in any of the work or Professional Services performed by the Consultant pursuant to this Agreement shall at all times be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees or agents of the Town. The Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than as may be specifically provided for in this Agreement. The Consultant shall be responsible to the Town for all Professional Services or work performed by the Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.
- Personnel. The Consultant represents that its project manager and all staff identified in the Consultant's Proposal shall remain assigned to the Project, unless otherwise specifically released by the Town. All personnel engaged in performing the Professional Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. The Consultant specifically acknowledges that its employees are not be covered by the Town's workers' compensation insurance and the Consultant shall be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the Town to the Consultant under this Agreement.
- Non-Discrimination by Consultant. The Consultant warrants and represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, gender identity or expression, genetic

information, national origin, age, disability, familial status, marital status or sexual orientation, and that in providing services, The Consultant does not discriminate with regard to any of the aforementioned factors.

- Unauthorized Aliens/Patriot's Act. The knowing employment by the Consultant or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that the Consultant is notified or becomes aware of such default, the Consultant shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. The Consultant's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. The Consultant shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Consultant further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").
- Selection of Sub-Consultants. The Consultant shall obtain the prior written approval of the Town as to each proposed sub-consultant and the Town reserves the right to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If it becomes necessary to replace a particular sub-consultant to complete its part of the services, the Consultant shall promptly do so, subject to the prior written approval and acceptance of the new sub-consultant by the Town, which approval shall not be unreasonably withheld.

### **9.3 Compliance with Laws.**

In the conduct of Professional Services under this Agreement, the Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and Town ordinances and regulations.

### **9.4 State Taxes.**

The Consultant understands that in performing the Professional Services for the Town, Consultant is not exempt from paying sales tax to the Consultant's suppliers for materials required for the Consultant to perform under this Agreement. The Consultant shall not be authorized to use the Town's tax exemption number for purchasing supplies or materials.

### **9.5 Availability of Funds**

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Town. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of agreements with a term of more than one year, but any agreement so made shall be executory only for the value of the Professional Services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the Town may terminate this Agreement upon no less than 24 hours notice to the Consultant. The Town shall be the sole and final authority as to the availability of funds.

#### **9.6 Right to Audit.**

The Consultant shall maintain adequate records for the Professional Services performed under this Agreement, including (a) timesheets kept in a clear and orderly fashion used to substantiate the monthly invoices in accordance with generally accepted accounting principles, and (b) adequate records to justify all charges, expenses and costs in performing the Professional Services; and (c) copies of communications regarding the performance of its obligations under this Agreement, for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The Town shall have the right to audit the Consultant's books and records, at the Town's expense, upon prior notice, with regard to the Services provided to the Town under this Agreement. The Consultant shall allow the Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by the Consultant to the Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Town's Internal Audit department shall be reimbursed to the Town by the Consultant and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Consultant within 45 days from presentation of Town's findings to the Consultant. Failure by the Consultant to permit such audit shall be grounds for termination of this Agreement by the Town.

#### **9.7 Public Records Law**

With respect to public records, the Consultant is required to:

- Keep and maintain public records required by the Town to perform the service.
- Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Consultant does not transfer the records which are part of this Agreement to the Town.
- Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the term of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Consultant keeps and maintains public records upon completion of the term of the Agreement, the Consultant shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

#### **9.8 Confidentiality**

The Consultant agrees that it will make no statements, press releases or Town releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Town and securing its written consent.

### 9.9 No Pledge

The Consultant shall not pledge the Town's credit or attempt to make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness.

### 9.10 Insurance.

- The Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the Town from claims set forth below which may arise out of or result from performance under this Agreement by the Consultant, or by a subcontractor of the Consultant, or by anyone directly or indirectly employed by the Consultant, or by anyone for whose acts the Consultant may be liable.
- Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.
- The Town shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Consultant's self-insurance retention.
- Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Town prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or work authorization by name, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Additional Insureds: All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the Town, its ~~elected~~ commissioners, appointed officers, employees and agents, as Additional Insureds. No costs shall be paid by the Town for an additional insured endorsement.
- Required Coverage: The Consultant shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Automobile Liability: Not less than \$1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than

\$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than \$2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the Town. Self-insured retentions or deductibles should not exceed \$50,000.00 for written agreements or contracts with the Town with a value of less than \$1,000,000; and \$100,000 for contracts with a value of \$1,000,000 or more..

- Insurance of Subconsultants. The Consultant shall contractually require and verify that its sub- consultants will maintain during the term of their agreement, the above types of insurance, in coverage amounts acceptable to the Town.
- Anything to the contrary notwithstanding, the liabilities of the Consultant and any sub-consultants under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages.

#### **9.11 Indemnification.**

The Consultant agrees to indemnify and hold harmless the Town, its elected and appointed officials, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and any other persons employed or utilized by the Consultant in provision of the Professional Services under this Agreement. To the extent considered necessary by the Town, any sums due to the Consultant under this Agreement may be retained by Town until all of Town's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by Town. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the Town for its own negligence, or intentional acts of the Town, their agents or employees. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE. Nothing in this Agreement shall be deemed to be a waiver of the Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

#### **9.12 Force Majeure**

Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with agreement performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

#### **9.13 Termination**

Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon advance written notice to said defaulting party five (5) calendar days prior to termination. As a condition precedent to termination for cause, the defaulting party shall have the right to cure within 30 days unless another time frame is otherwise agreed to by the parties.

- In the event this Agreement is terminated by the Town for cause, the Town may take over the Professional Services and complete them by contracting with another consultant (s) or otherwise, and in such event, the Consultant shall be liable to the Town for any additional cost incurred by the Town due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Professional Services and the cost of completion of such Professional Services which would have resulted from payments to the Consultant had this Agreement not been terminated.
- The Town shall have the right to terminate this Agreement, in whole or in part, without cause, and for its convenience, upon five (5) days written notice to the Consultant. The Consultant shall have no right to terminate this Agreement for convenience.
- Upon termination, the Consultant shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, GADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals, written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and Town projects to the Town. In the event of termination, the Consultant, upon receipt of the notice of such termination, shall:

(1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) transfer title to the Town (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the Town, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the Town.

- In the event of termination, the Town shall compensate the Consultant for all authorized Professional Services satisfactorily performed through the termination date, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to the Consultant shall be made (1) for Professional Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall Town be obligated to compensate the Consultant for lost profits, or any resulting or consequential damages.
- Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to



audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

#### **9.14 Communications and Notice**

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties.

#### **9.15 Litigation; Governing Law; Venue; Waiver of Jury Trial; Attorney Fees**

This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with the laws of Florida without regard to conflicts of law provisions. The Town and the Consultant agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or, if a federal court claim in the United States District Court, Southern District of Florida. The Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

#### **9.16 Remedies**

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

#### **9.17 Inspector General.**

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Agreement justifying its termination.

#### **9.18 Waiver.**

- Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.
- Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of the Consultant, its employees, sub-contractors, agents and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications, Supplemental Conditions or other documents and works, nor shall any approval by the Town be deemed to be an assumption of such responsibility by the Town for a defect or omission in designs, Construction Documents, Technical Specifications, Supplemental Conditions or other documents prepared by the Consultant, its employees, agents or sub-consultants.

#### **9.19 Headings.**

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

#### **9.20 Counterparts; Digital Signatures.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendment or modifications to it, by electronic means.

#### **9.21 Severability of Provisions**

In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

#### **9.22 Assignment.**

This Agreement may not be assigned by the Consultant without the written authorization of the Town after Town's determination of the ability of the assignee to perform the Professional Services. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

#### **9.24 Entire Agreement; Controlling Provisions; Amendment**

- The Consultant submitted its Proposal dated May 29, 2018 (the "Proposal") in response to the Request for Qualifications No. 105-2018 issued by the Town (the "RFQ").
- This Agreement, including the RFQ, and the Consultant's response ("Proposal"), which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.
- Except as otherwise specifically provided in this Agreement, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFQ; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.
- This Agreement may only be modified by written amendment executed by the Town and the Consultant. Any amendments to this Agreement: (1) shall be subject to the mutual written agreement of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the Town. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is

reduced to writing in accordance with this paragraph.

**9.25 Non Exclusivity**

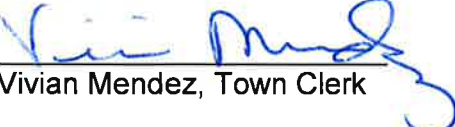
- This is a non-exclusive contract. The Town reserves the right, at its sole discretion, to utilize the services of other consultants, for all work categories identified in Section 1, at any time throughout the term of this contract.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.


ATTEST:

TOWN OF LAKE PARK

By:   
Vivian Mendez, Town Clerk

By:   
Michael O'Rourke, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 1<sup>st</sup> day of November 2018 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



Shaquita Edwards  
Commission # GG003813  
Expires: JUNE 20, 2020  
Bonded thru Aaron Notary

  
Notary Public, State of Florida

WITNESSES:

Water Resources Management  
Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

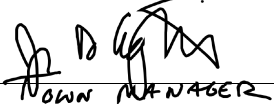
By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name



# Town of Lake Park Town Commission

## Agenda Request Form

|                                  |   |
|----------------------------------|---|
| <b>Meeting Date:</b>             | <u>February 1, 2023</u>   |
| <b>Originating Department:</b>   | <u>Public Works</u>   |
| <b>Agenda Title:</b>             | <b>RESOLUTION AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND LANIER PLANS, INC. (dba KORKAT) FOR THE FURNISHING AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT WEST ILEX PARK.</b> |
| <b>Approved by Town Manager:</b> | <br>TOWN MANAGER   |
|                                  | <b>Date:</b> <u>01-25-23</u>  |

|                        |                    |                           |   |
|------------------------|--------------------|---------------------------|---|
| <b>Cost of Item:</b>   | <u>\$59,345.72</u> | <b>Funding Source:</b>    | <u>Partial - CDBG Grant from Palm Beach County</u>  |
| <b>Account Number:</b> | <u>Various</u>     | <b>Finance Signature:</b> | <u>Jeffrey P. Duvall</u><br><small>Digitally signed by Jeffrey P. Duvall<br/>         DN: cn=Jeffrey P. Duvall, o=ou,<br/>         email=jduvall@lakeparkflorida.gov, c=US<br/>         Date: 2023.01.25 15:03:39 -05'00'</small> |
| <b>Advertised:</b>     | <u>Yes</u>         | <b>Newsaper:</b>          | <u>Palm Beach Post</u>  |
| <b>Date:</b>           | <u>9/11/2022</u>   |                           |   |

|                     |  |
|---------------------|--|
| <b>Attachments:</b> | 2. Resolution<br>3. Contract Agreement<br>4. Notice of Intent to Award Letter<br>5. Bid Submitted by Lanier Plans, Inc.<br>6. Copy of CDBG Grant Agreement |
|---------------------|--|

**Please initial one:**

                     Yes, I have notified everyone

                     Not applicable in this case

### Summary Explanation/Background:

The Town previously determined the need to replace the aging and weathering play equipment at the West Ilex Park playground.

In an effort to secure funding for the equipment replacement effort, the Town applied for and was awarded a CDBG grant through Palm Beach County Department of Housing & Economic Development to be used in the replacement of the playground equipment at the West Ilex Park. The awarded grant amount is **\$55,433.00 (Attachment 6)**.

Subsequently, Town staff prepared an invitation to bid (ITB 116-2022) so to solicit bid proposals for the replacement of the playground equipment. The ITB provided for a proposed design and layout for the Town-specified play equipment components for the West Ilex Park playground.

On December 19, 2022, a total of 5 bid proposals were received by the Town in response to ITB 116-2022. Following careful analysis and evaluation of the responses, a determination was made to award this equipment replacement work to Lanier Plans, Inc. (dba Korkat); Lanier Plans' fully responsive and responsible bid proposal carried a total cost of **\$59,345.00 (low bid (Attachment 5))**.

Lanier Plans, Inc. is a reputable company with extensive expertise and experience in the design, fabrication and installation of playground equipment and components. Lanier Plans has provided a play equipment component design and layout that meets the Town's goals and requirements for the play equipment replacement at West Ilex Park and their bid pricing works within the Town's budget parameters.

Additional funding associated with the implementation of certain additional improvements (i.e. exterior lighting, additional sidewalks, benches, etc.), to be implemented by Public Works Staff concurrently with the playground replacement, will come for authorization by the Town Commission at a later time.

The Town Manager recommends approval.

**Recommended Motion:**

**I move to adopt Resolution 10-02-23.**



## RESOLUTION 10-02-23

**A RESOLUTION AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND LANIER PLANS, INC. (dba KORKAT) FOR THE FURNISHING AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT WEST ILEX PARK; 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 wishes to update and replace the existing playground equipment (the Project) at West Ilex Park (the Park); and

**WHEREAS**, the Town previously applied for and was awarded a grant from Palm Beach County (the County) from its Community Development Block Grant (CDBG) program in an amount of \$55,433.00, which the Town proposes to use for the Project at the Park; and

**WHEREAS**, the Town staff prepared an Invitation to Bid (ITB-116-2022) to solicit bids from qualified bidders for the Project at the Park; and

**WHEREAS**, the Town received five (5) bids and after their evaluation, it was determined that the bid provided by Lanier Plans, Inc. (dba Korkat) was the lowest responsive and responsible bid; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a contract with Lanier Plans, Inc. (dba Korkat) for the furnishing and installation of playground equipment at West Ilex Park.

**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 Vice-Mayor is hereby authorized and directed to execute a contract with Lanier Plans, Inc. (dba Korkat). A copy of the contract is attached hereto and incorporated herein as Exhibit A.

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

**CONTRACT FOR THE FURNISHING AND INSTALLATION  
OF NEW PLAYGROUND EQUIPMENT AT WEST ILEX PARK**

**THIS CONTRACT FOR THE FURNISHING AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT WEST ILEX PARK (CONTRACT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Lanier Plans, Inc., (dba Korkat), having an address of 221 Cable Industrial Way, Carrollton, Ga. 30117, ("Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town previously determined a need to replace the aging and weathering playground equipment at West Ilex Park (the Project); and

**WHEREAS**, the Town staff solicited bid proposals for the Project via an Invitation to Bid; and

**WHEREAS**, in its response to the ITB, Lanier Plans, Inc. represented that it is qualified, able, and willing to satisfactorily provide the Services solicited in the ITB; and

**WHEREAS**, the bid from the Contractor was determined by the Town Manager to be lowest bid that was responsive and responsible to all requirements included in the ITB; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a Contract with Lanier Plans, Inc., for the Project.

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

**1. RECITALS**

The above stated recitals are true and correct, and are incorporated herein.

**2. TERM AND OPTIONS**

This term of the Contract shall commence upon its execution. Work on the Project shall not commence before the issuance of a notice to proceed from the Town. The Project's duration shall be one hundred and fifty (150) days.

**3. COST OF CONTRACT**

The cost of the Contract for the Project shall be \$59,345.42.

#### **4. LAWS AND REGULATIONS**

The Contractor shall comply with all federal, state, and local laws in the performance of this Contract.

#### **5. LICENSES, PERMITS AND FEES**

The Contractor shall hold all licenses and/or certifications necessary to perform the work on the Project, and shall obtain and pay for all licenses, certifications, permits and/or inspections which are necessary to complete the Project.

#### **6. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the work for the Project pursuant to this Contract without the prior written consent of the Town. Subcontracting without the prior consent of the Town shall constitute a material breach of the Contract and may result in its termination.

#### **7. ASSIGNMENT**

The Contractor shall not assign or transfer the Contract to any person, company, or corporation without the prior written consent of the Town. Any purported assignment of the Contract without the prior consent of the Town shall be a material breach of the Contract and may result in its termination.

#### **8. INDEPENDENT CONTRACTOR**

The employees of the Contractor shall be considered to be at all times its employees, and not an employees or agents of the Town. The Contractor shall provide physically competent employees capable of performing the work and licensed or certified as may be necessary to perform the Services. The Town may require the Contractor to remove any employee the Town deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on Town properties.

It is the Contractor's responsibility to ensure that all its employees and any approved subcontractors comply with the employment regulations required by the United States Department of Homeland Security. The Town shall have no responsibility to check or e-verify the legal immigration status of any employee of the Contractor.

#### **9. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the Town and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its elected or appointed officers, employees, or agents may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Contract by the Contractor or its employees, agents, servants,



partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or fees in connection therewith incurred by the Town, and shall investigate and defend all claims, suits, or actions of any kind or nature against the Town, for its negligence, act or omission, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the Town or its elected and appointed officers, employees, and agents.

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

The Contractor must submit a current Certificate of Insurance, naming the Town as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The Contractor shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

## **10. MODIFICATION OF CONTRACT**

The Contract may only be modified by the mutual consent, as evidenced by a written amendment to the Contract.

## **11. PAYMENTS**

Application for payments shall be sent to the Finance Department, "Attention: Accounts Payable" located at 535 Park Avenue, Lake Park, Florida 33403, who will ensure that each application for payment is review for accuracy and then authorize the payment of the pay application or invoice, or the return of an unacceptable pay application or invoice. All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of work completed.

Each pay period shall be one calendar month ending on the last day of the month. The application shall be submitted on the 25<sup>th</sup> day of the month for the period covered.

## **12. TERMINATION FOR CONVENIENCE**

The Town, at its sole discretion, reserves the right to terminate the Contract for convenience and without cause upon providing 60 days advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall cease performance on the Project unless the Town shall have provided written authorization.

## **13. TERMINATION BY CONTRACTOR**

The Contractor may terminate the Contract before the expiration of the Term provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services to complete the Project from any source and use any method deemed in its best interest to complete the Project. All re-procurement costs shall be borne by the Contractor.

## **14. ACCESS AND AUDIT OF RECORDS**

The Town reserves the right to require the Contractor to submit to an audit by an auditor of the Town's choosing at the Contractor's expense of its records, which relate directly or indirectly to this Contract, at its place of business during regular business hours, or at such other places as mutually agreed to by the Town and Contractor.

The Contractor shall retain all records pertaining to this Contract, and upon request, make them available to the Town for three (3) years following expiration of the Contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

## **15. OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General (OIG), which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing



projects and programs. The OIG may, on a random basis, perform audits on all Town contracts.

#### **16.BINDING EFFECT**

All of the terms and provisions of this Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and authorized assigns.

#### **17.SEVERABILITY**

If any part of this Contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

#### **18.GOVERNING LAW AND VENUE**

The enforcement of this Contract shall be governed by and enforced in accordance with the laws of the state of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

#### **19.ATTORNEY'S FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

#### **20.EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The Town complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Contract, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government.

The Contractor further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Contract.



## **21. MINIMUM WAGE REQUIREMENTS**

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this Contract. The following wage decision shall apply:

General Decision Number: FI20220130 09/30/2022

Superseded General Decision Number: FL20210130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida

## **22. GENERAL COMPLIANCE**

The Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the US Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the contractor does not assume the County's environmental responsibilities described in 24 CR 570.604 and (2) the contractor does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

## **23. ENTIRE CONTRACT**

This Contract, the Invitation to Bid (ITB), including all exhibits, and the Contractor's response thereto embodies the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous contract and understandings oral or written, relating to said subject matter.

## **24. AMENDMENT**

This Contract may only be modified by written amendment executed by the Town and the Contractor.

## **25. PUBLIC RECORDS**

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the Contract.
- b. Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the Contactor does not transfer the records which are part of this Contract to the Town.
- d. Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the Contactor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contactor transfers all public records to the Town upon completion of the term of the Contract, the Consultant shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [Townclerk@lakeparkflorida.gov](mailto:Townclerk@lakeparkflorida.gov).

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Contract as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, TOWN Clerk

By: \_\_\_\_\_  
Kim Glas-Castro, Vice-Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 19 day of January 2023 by Kim Glas-Castro, Vice-Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Lanier Plans, Inc, (dba Korkat):

By: Shane Lanier

Its: President

Shane Lanier

Printed

P:\DOCS\26508\00001\DOC\27D6189.DOCX



Office of the  
Town Clerk

January 03, 2022

## NOTICE OF INTENT TO AWARD

Pursuant to Town of Lake Park, notice is provided as follows:

### INVITATION TO BID (ITB) 116-2022

West Ilex Park Playground Equipment Replacement

Bid Opening Date and Time: Monday, December 19, 2022 at 11:00 am local time.


- 1) The Town of Lake Park has completed its evaluation of ITB 116-2022 and intends to award the West Ilex Park Playground Equipment Replacement project contract to:

### **Lanier Plans, Inc. dba Korkat**

- 2) For the submitted Total Bid Amount of \$59,345.72  
(Base Bid Amount for Playground Replacement work including engineered mulch \$52,845.72.00 + Construction Contingency Amount of \$5,000.00 + Permit Allowance Amount of \$1,500.00.
- 3) This Notice is conditioned upon and subject to the Town of Lake Park's reservation of rights as contained in the ITB Documents and is subject to approval by the Lake Park Town Commission.

Sincerely,

### Town of Lake Park

 Digitally signed by Roberto Travieso  
DN: cn=Roberto Travieso, o=Town of Lake  
Park, ou=Department of Public Works,  
email=rtravieso@lakeparkflorida.gov, c=US  
Date: 2023.01.03 11:33:02 -05'00'

ROBERTO F. TRAVIESO, MPA  
Director of Public Works

Issued by: Town of Lake Park, Office of the Town Clerk Date: \_\_\_\_\_

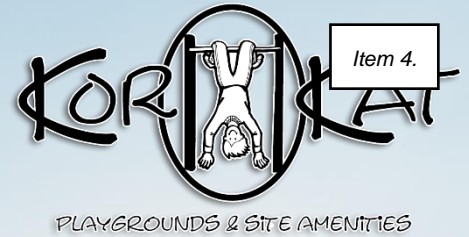
Signed By: \_\_\_\_\_  
Vivian Mendez, MMC  
Town Clerk

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

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



Playgrounds & Site Amenities  
Design. Supply. Install. Maintain.



## Town of Lake Park

### West Ilex Park Playground Equipment Replacement

Bid No. 116-2022

Lanier Plans, Inc. dba KorKat  
Shane Lanier, CEO, CPSI  
221 Cable Industrial Way, Carrollton, GA 30117  
Office: 770-214-9322 | Fax: 770-214-9323  
[www.KorKat.com](http://www.KorKat.com)

# KORKAT TEAM

YOUR SUPPORT TEAM IN PLAY



## ABOUT YOUR TEAM

Who is KORKAT? Named after our owner's daughters Korin & Katie, we have grown since 2003 to be one of the largest recreation distributors in the southeast. With access to over 8,000 recreation equipment components.

Your team includes:

1. A full-time local representative
2. Your own estimator for your project
3. Shipping on our trucks when you are ready
4. Dedicated installation teams

## SERVICES TEAM

Where is our equipment made? All of SRP's playground equipment, and most of our other recreation equipment, is manufactured in Carrollton, GA next door to our offices. This offers you a significant discount on shipping and an unparalleled customer service advantage!

## DESIGN & FULFILLMENT

Your dedicated design consultant is responsible for working with you from start to finish. They will assist with budgeting, planning, and fulfillment. Your fulfillment team consists of your estimator, designer, and installation coordinator. They are responsible for job costing, laying out components, and interacting with our manufacturing partners. Once your order is placed, your shipping and installation coordinator works with your team and design consultant to ensure a smooth installation and turnover.

## DELIVERY & INSTALLATION

Our installation team is comprised of 4 full time installation teams that have extensive construction experience. They have the experience and credentials you are looking for as both Certified Playground Safety Inspectors and certified factory installers.







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# Addendum

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## ACKNOWLEDGEMENT OF ADDENDA

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 11/4/2022

Addendum #2, Dated 12/5/2022

Addendum #3, Dated 12/12/2022

Addendum #4, Dated N/A

Addendum #5, Dated N/A

Addendum #6, Dated N/A

Addendum #7, Dated N/A

Addendum #8, Dated N/A

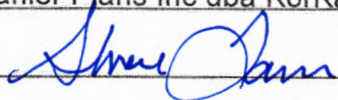
Addendum #9, Dated N/A

Addendum #10, Dated N/A

### PART II:

       NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Lanier Plans Inc dba KorKat

Signature: 

Name and Title: Shane Lanier  
(Print or Type)

Date: 12/12/2022



**TOWN OF LAKE PARK**  
**535 Park Ave.**  
**Lake Park, Florida 33403**

**PROJECT:**  
**Ilex Park Playground Equipment Replacement**  
**ITB#: 116-2022**

## **ADDENDUM #1:**

**November 04, 2022**

**Question 1:** *"With the supply issues still affecting the industry, can the project completion time of 150 days be extended?"*

**Response:** Short Answer is yes. The Town is subject to a performance schedule as part of the project grant funding. The Granting Agency is aware of the material availability challenges in today's work place and they are willing to work with us regarding overall completion schedule.

**Question 2:** *"Would you lie a boarder/containment system for the perimeter of the playground to the playground mulch in place. There is not one currently in place and the project instructions do not mention this."*

**Response:** No border or containment system is required or included as part of this bid solicitation.  
 The Town will remove the existing mulch and fill material as required, down to an elevation as directed by the contractor, in order to achieve the appropriate and required depth of new mulch.

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

**Failure to return this addendum with your proposal submittal will be cause for disqualification.**

Issued By: Town of Lake Park, Office of the Town Clerk

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

Signed By: \_\_\_\_\_

Vivian Mendez, CMC  
 Town Clerk

### **Bidder Acknowledgement of Receipt of Addendum #1:**

Company Name: Lanier Plans, Inc. DEA KorKat

Authorized Signature: 

Print Name: Shane Lanier Title: CEO/Owner

Date: 11/8/2022

End of Addendum No. 1



**TOWN OF LAKE PARK**  
**535 Park Ave.**  
**Lake Park, Florida 33403**

**PROJECT:**  
**West Ilex Park Playground Equipment Replacement**  
**Invitation To Bid Number: 116-2022**

## **ADDENDUM #2:**

**December 05, 2022**

This addendum provides notice to all bidders that the project Bid Response Date has been changed.

**The new Bid Due Date is Monday December 19, 2022 at 11:00 a.m. EST.**

Bid responses are to be submitted and received digitally via [www.demandstar.com](http://www.demandstar.com) until 11:00 am EST, on Monday, December 19, 2022

Proposers must acknowledge receipt of this Addendum Number 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

**Failure to return this addendum with your proposal submittal will be cause for disqualification.**

Issued By: Town of Lake Park, Office of the Town Clerk

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

Signed By: \_\_\_\_\_

Vivian Mendez, MMC  
 Town Clerk  
 TOWN OF LAKE PARK

**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: 2022.12.05 15:34:34 -05'00'

### **Bidder Acknowledgement of Receipt of Addendum #2:**

Company Name: Lanier Plans, Inc. DBA KorKat

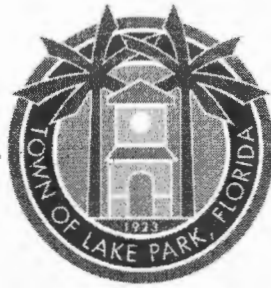
Authorized Signature: \_\_\_\_\_

Print Name: Shane Lanier

Title: CEO/Owner

Date: 12/6/2022

End of Addendum Number 2



**TOWN OF LAKE PARK**  
**535 Park Ave.**  
**Lake Park, Florida 33403**

**PROJECT:**  
**West Ilex Park Playground Equipment Replacement**  
**ITB#: 116-2022**

## **ADDENDUM #3:**

**December 12, 2022**

This Addendum provides notification to all bidders of the following two (2) bid document modifications:

- 1) On page 12 of the bid documents,  
 DELETE the wording:  
 "One (1) Original and One (1) Electronic Copy of the following"  
**And ADD the wording:**  
 "All required bid proposal submittal documents are to be submitted digitally via  
[www.demandstar.com](http://www.demandstar.com) until 11:00 am EST, on Monday, December 19, 2022"
- 2) **REMOVE "Notification of Public Entity Crimes Law"** from the list of required Federal Forms to be submitted with your bid package.  
 This form is no longer a required to be submitted as part of your bid package.

The Revised List of Required Bid Proposal Submittal items are:  
 (all bid submittal forms are included in Bid Documents)

### **Local Forms:**

- Acknowledge Addenda #\_\_\_\_ (if issued)
- Bid Proposal Signature Page (signed)
- Schedule of Bid Items
- Bid bond (minimum of 5% of total bid - if applicable)
- Clarifications/Exceptions
- List of Subcontractors
- List of References
- Licenses/Certifications (copies of applicable licenses)
- Proof of Existing Insurance Coverage
- Drug Free Workplace Cert. (signed)
- Conflict of Interest Disclosure Form
- Truth-In Negotiations Certificate

**Federal Forms:**

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-Segregated Facilities
- Workforce Projection

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Proposers must acknowledge receipt of this Addendum No. 3 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

**Failure to return this addendum with your proposal submittal will be cause for disqualification.**

Issued By: Town of Lake Park, Office of the Town Clerk

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

Signed By: \_\_\_\_\_

Vivian Mendez, MMC  
Town Clerk  
TOWN OF LAKE PARK

**Bidder Acknowledgement of Receipt of Addendum #3:**

Company Name: Lanier Plans Inc., dba KorKat

Authorized Signature: \_\_\_\_\_

Print Name: Shane Lanier

Title: CEO/Owner

Date: 12/13/2022

End of Addendum No. 3





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## Required Bid Documents

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**BID PROPOSAL SIGNATURE PAGE:**  
**BID No. 116-2022 ILEX PARK**  
**PLAYGROUND EQUIPMENT REPLACEMENT**

**Instructions: Remove or copy this and all following pages, complete, execute, and include in your bid package.**

Bid responses are to be submitted and received digitally via www.demandstar.com until **11:00 a.m. EST, on Tuesday, December 13, 2022**

**TOTAL BASE BID** for this project is:

Fifty-nine thousand three hundred forty-five dollars and seventy-two cents (\$ 59,345.72 )  
*Bid Price Written out* *Numeric Amount*

Completion: One hundred fifty (150) calendar days after Notice to Proceed [Contractor may only perform work on this project Monday - Friday between 8am- 5pm, unless pre-approved for other hours by the Town].

**Schedule of Required Bid Forms:**

(Yes or N)

**Local Forms:**

|   |            |
|---|------------|
| Acknowledge Addenda # <u>1-3</u> (if issued)              | <u>Yes</u> |
| - Bid Proposal Signature Page (signed)                    | <u>Yes</u> |
| - Schedule of Bid Items                                   | <u>Yes</u> |
| - Bid bond (minimum of 5% of total bid - if applicable)   | <u>N/A</u> |
| - Clarifications/Exceptions                               | <u>Yes</u> |
| - List of Subcontractors                                  | <u>Yes</u> |
| - List of References                                      | <u>Yes</u> |
| - Licenses/Certifications (copies of applicable licenses) | <u>Yes</u> |
| - Proof of Existing Insurance Coverage                    | <u>Yes</u> |
| - Drug Free Workplace Cert. (signed)                      | <u>Yes</u> |
| - Conflict of Interest Disclosure Form                    | <u>Yes</u> |
| - Truth-In Negotiations Certificate                       | <u>Yes</u> |

**Federal Forms:**

|   |            |
|---|------------|
| -Non-collusion Affidavit of Prime Bidder            | <u>Yes</u> |
| -Anti-kickback Affidavit                            | <u>Yes</u> |
| -Notification of Public Entity Crimes Law           | <u>N/A</u> |
| -Certification of Eligibility of General Contractor | <u>Yes</u> |
| -Certification of Non-Segregated Facilities         | <u>Yes</u> |
| -Workforce Projection                               | <u>Yes</u> |

NAME OF FIRM: Lanier Plans, Inc. DBA KorKat

ADDRESS: 221 Cable Industrial Way, Carrollton, GA 30117

PHONE 770-214-9322 COMPANY EMAIL: ShaneL@KorKat.com

DATE: 12/14/2022 TAX PAYER ID# 86-1063618

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE (Typed or Printed): Shane Lanier / CEO

POINT OF CONTACT EMAIL ADDRESS ShaneL@KorKat.com

**SCHEDULE OF BID ITEMS**  
**JLEX PARK PLAYGROUND EQUIPMENT REPLACEMENT**  
**TOWN OF LAKE PARK**  
**BID xxx-2022**

**BID DUE DATE:** Tuesday, December 13, 2022, 11:00 a.m. EST

Bid responses are to be submitted and received digitally via [www.demandstar.com](http://www.demandstar.com)

**CONTACT PERSON WITH TOWN:** Vivian Mendez, Town Clerk, (561) 881-3311

Please bid the following consistent with the Technical Specifications and Plan Sheets

**BASE BID ITEMS:**

| <b><u>ITEM</u></b>                   | <b><u>DESCRIPTION</u></b>  | <b><u>UNIT</u></b> | <b><u>UNIT</u><br/><u>,C,Qfil</u></b> | <b><u>ESTIMATED.</u><br/><u>EXTENDED.</u><br/><u>,C,Qfil</u></b> |
|--------------------------------------|--|--------------------|---------------------------------------|--|
| 1                                    | Indemnification  | 1                  | L.S.                                  | <u>\$100.00</u>  |
| 2                                    | General Conditions: to include, mobilization project management, temp toilets, signage, temp fencing, filing of notice commencement, testing, signed & sealed shop drawings for playground equipment project close-out documents                                 | 1                  | L.S.                                  | <u>\$ 4,263.00</u>   |
| 3                                    | Performance & Payment Bond<br>(only applicable if proposed BASE BID price exceeds \$100,000.00)  | 1                  | L.S.                                  | <u>\$ 0.00</u>   |
| 4                                    | Furnish and Install all Playground Equipment & Elements<br>As per design plans and bid documents.<br><b>Include design layout of proposed play equipment &amp; elements</b><br><b>Components that are included in the play equipment pricing</b>                 | 1                  | L.S.                                  | <u>\$ 42,421.72</u>  |
| 5                                    | Furnish and Install Engineered Mulch<br><br>Including: fine-grade & prep work for surface installation,<br>Also, includes repairs/remediation to the surrounding site area that was disturbed by the contractors work operations such as grading and re-sodding. | 1                  | L.S.                                  | <u>\$6,061.00</u>  |
| 6                                    | Construction Contingency<br>(Allowance amount to be used at the discretion of the owner)   | 1                  | Allowance                             | <u>\$ 5,000.00</u>   |
| 7                                    | Building Permit (Town of Lake Park)  | 1                  | Allowance                             | <u>\$ 1,500.00</u>   |
| <b>TOTAL BASE BID ITEMS 1 THRU 7</b> |  |                    |                                       | <u>\$ 59,345.72</u>  |

*Numeric Amount*

**TOTAL BASE BID AMOUNT:**

**\$ Fifty-nine thousand three hundred forty-five dollars and seventy-two cents**

*Written Amount*

EST<sup>TM</sup>ATED NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS FROM  
DATE OF ORDER: 100 Calendar Days

**CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

No exceptions taken.

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**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions to Bidders, 3C*').

| <b><u>NAME OF COMPANY</u></b> | <b><u>ADDRESS OF COMPANY</u></b> | <b><u>PHONE/CONTACT</u></b> |
|-------------------------------|----------------------------------|-----------------------------|
|-------------------------------|----------------------------------|-----------------------------|

|        |  |  |
|--------|--|--|
| 1) N/A |  |  |
|--------|--|--|

|        |  |  |
|--------|--|--|
| 2) N/A |  |  |
|--------|--|--|

|        |  |  |
|--------|--|--|
| 3) N/A |  |  |
|--------|--|--|

|        |  |  |
|--------|--|--|
| 4) N/A |  |  |
|--------|--|--|

|        |  |  |
|--------|--|--|
| 5) N/A |  |  |
|--------|--|--|

**LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

**REFERENCE #1**

Company Name/Agency: Dragon Academy  
Address: Jefferson, GA  
  
Point of Contact: Fern Pegus  
Phone Number: 678-523-3654  
Fax Number: Not available

---

**REFERENCE #2**

Company Name/Agency: Lizella Baptist Church  
Address: Lizella, GA  
  
Point of Contact: Rick Parsons  
Phone Number: 478-550-8735  
Fax Number: Not available

---

**REFERENCE #3**

Company Name/Agency: Woodward Academy  
Address: College Park, GA  
  
Point of Contact: Eric Mitchell  
Phone Number: eric.mitchell@woodward.edu  
Fax Number: Not available

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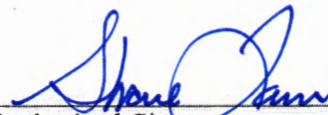


### **CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of Lanier Plans, Inc. DBA KorKat, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
 \_\_\_\_\_  
 Authorized Signature 11/8/2022  
(Date)

\_\_\_\_\_  
 Shane Lanier / CEO  
 Name & title (typed)

## CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches. The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

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

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

☒

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:

Lanier Plans, Inc. DBA KorKat

Firm Name

Shane Lanier

Signature

Shane Lanier / CEO

Name and title (Print or Type)

11/8/2022

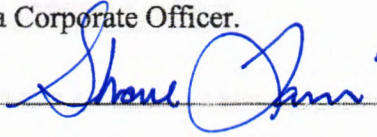
Date

**TRUTH – IN NEGOTIATION CERTIFICATE**

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

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

This document must be executed by a Corporate Officer.

By: 

Title: CEO

Date: 11/8/2022

**APPENDIX A:****Pages 59 to 103**

## **Documents Required for Federal Funded Projects** **(as provided by Palm Beach County- PBC)**

1014 Federal Requirements Construction-Part **One General Requirements and Forms**  
(Pages 1 -21)

1014 Federal Requirements Construction - **Part Two DBRA** (Pages 1 -13)

Wage Decision Highway FL20220130 09-30-2022 Heavy MOD 4

Statement of Acknowledgment\_ SF1413-13e

Section 3 CLAUSE for Construction

**PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT****NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

BEFORE ME, the undersigned authority, personally appeared Shane Lanier, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is CEO/Owner of Lanier Plans, Inc. DBA KorKat, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 116-2022 Project Name: West Ilex Park Playground Equipment Replacement

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: Shane Lanier

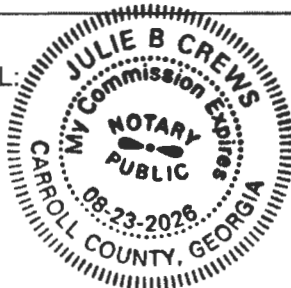
STATE OF FLORIDA  
COUNTY OF Carroll

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 8 day of November, 2022 by

Shane Lanier, who is ☒ personally known to me or ☐ who has produced

\_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: Julie Crews

Notary Name: Julie Crews  
Notary Public-State of Florida

Commission No. \_\_\_\_\_

**PALM BEACH COUNTY****DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT****ANTI-KICKBACK AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared Shane Lanier, who, after being by me first duly sworn, deposes and says:

- (1) I am CEO/Owner of Lanier Plans, Inc. DBA KorKat, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 116-2022 Project Name: West Ilex Park Playground Equipment Replacement

- (2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, \_\_\_\_\_ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: \_\_\_\_\_

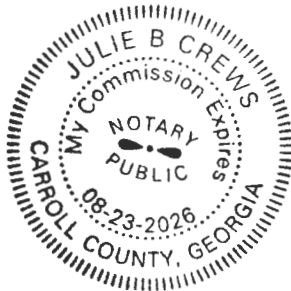
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Carroll

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 8 day of November, 2022 by

Shane Lanier, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public-State of Florida

Commission No. \_\_\_\_\_



**PALM BEACH COUNTY      DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

**CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

BEFORE ME, the undersigned authority, personally appeared Shane Lanier, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) He/she is the CEO/Owner of Lanier Plans, Inc. DBA KorKat, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC1515875 Expiration Date: 8/31/2024  
who submitted a proposal to perform work for the following project:

Contract #: 116-2022 Project Name: West Ilex Park Playground Equipment Replacement

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: Shane Lanier

STATE OF FLORIDA  
COUNTY OF CARROLL

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 8 day of November 2022 by Shane Lanier, who is ☒ personally known to me or ☐ who has produced as identification.

NOTARY SEAL

Notary Signature: Julie Crews

Notary Name: Julie Crews

Notary Public-State of Florida

Commission No. \_\_\_\_\_

**PALM BEACH COUNTY****DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT****CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

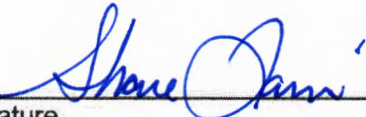
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: West Ilex Park Playground Equipment Replacement

Company Name and Address: Lanier Plans, Inc. DBA KorKat

221 Cable Industrial Way

Carrollton, GA 30117

  
Signature

Shane Lanier / CEO

Name and Title

11/8/2022

Date

PALM BEACH COUNTY

DEPARTMENT OF HOUSING &amp; ECONOMIC DEVELOPMENT

**WORKFORCE PROJECTION**  
**HEAVY WAGE DECISION**

|                      |   |
|----------------------|---|
| <b>PROJECT NAME:</b> | <b>Ilex Park Playground Equipment Replacement Project</b> |
|----------------------|---|

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

**OPERATORS**

- ☐ Cranes, all tower cranes
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes with boom length less than 150 ft
- ☐ Drill
- ☐ Oiler
- ☐ Asphalt Paver
- ☐ Backhoe Loader Combo
- ☐ Backhoe/ Excavator
- ☐ Bulldozer
- ☐ Grader/Blade
- ☐ Loader
- ☐ Mechanic (type: \_\_\_\_\_)
- ☐ Roller
- ☐ Scraper
- ☐ Trackhoe
- ☐ Tractor
- ☐ Other (must specify below): \_\_\_\_\_

**OTHER WORK CLASSIFICATIONS**

- ☐ Electrician
- ☐ Ironworker – Structural
- ☐ Laborer – Grade Checker
- ☐ Painter, - brush, roller & spray
- ☐ Carpenter – includes form work
- ☐ Cement Mason/ Concrete Finisher
- ☒ Laborer – Common or General
- ☐ Laborer – Landscape
- ☐ Laborer – Pipelayer
- ☐ Laborer - Power Tool Operator (Hand Held Drills/ Saws, Jackhammer and Power Saws only)
- ☐ Truck Driver, includes Dump Truck
- ☐ Truck Driver – Lowboy Truck
- ☐ Truck Driver – Off the Road Truck
- ☐ Welder
- ☐ Other (must specify below): \_\_\_\_\_

Submitted by: Shane LanierDate: 11/8/2002Company Name: Lanier Plans, Inc. DBA KorKat



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# Certificate of Insurance

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (M)  
11/ Item 4.

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).

|   |  |
|---|--|
| <b>PRODUCER</b><br>The Harbin Agency, Inc.<br>PO Box 1130<br>215 Greencastle Road<br>Tyrone GA 30290  | <b>CONTACT</b><br>NAME: Stacey Skeen<br>PHONE (A/C, No, Ext): 770-461-4315<br>E-MAIL ADDRESS: staceys@harbinagency.com<br>FAX (A/C, No): 770-461-3359                                      |
| <b>INSURED</b><br>Lanier Plans, Inc. dba KORKAT<br>Efficient Amenities, Inc. & Outdoor Safety Surfacing, LLC<br>221 Cable Industrial Way<br>Carrollton GA 30117 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Frankenmuth Mutual Insurance Company<br>INSURER B: Burlington Insurance Company<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## COVERAGES

CERTIFICATE NUMBER: 1777505670

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   |
|----------|---|--|----------|---------------|-------------------------|-------------------------|--|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 5,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  |          | 435BG02526-02 | 4/15/2022               | 4/15/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |  |          | 6687663       | 4/15/2022               | 4/15/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0   |  |          | 435BE01979-02 | 4/15/2022               | 4/15/2023               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N | N/A      | 6687662       | 4/15/2022               | 4/15/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| A        | Leased & Rented Equipment   |  |          | 6687664       | 4/15/2022               | 4/15/2023               | \$100,000 Limit \$1,000 Deductible   |

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

Workers Compensation - 3 A States - GA, AL, FL & TN

Form CG 2010 (07/04) - Additional Insured - Owners, Lessees or Contractors  
Form CG 2037 (07/04) - Additional Insured - Owners, Lessees or Contractors - Completed Operations  
Form CG 2404 (05/09) - Blanket Waiver of Subrogation  
Form IFG G 0094 (03/17) - Primary/Noncontributory  
Form WC 0003 (04/84) - Blanket Waiver of Subrogation  
Form 97240 (05/10) - Business Auto XL Endorsement  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| Town of Lake Park<br>535 Park Ave<br>Lake Park FL 33403 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Marcus H. Haslin Jr.</i> |
|---|--|

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## ADDITIONAL REMARKS SCHEDULE

|                                   |           |  |
|-----------------------------------|-----------|--|
| AGENCY<br>The Harbin Agency, Inc. |           | NAMED INSURED<br>Lanier Plans, Inc. dba KORKAT<br>Efficient Amenities, Inc. & Outdoor Safety Surfacing, LLC<br>221 Cable Industrial Way<br>Carrollton GA 30117 |
| POLICY NUMBER                     |           |  |
| CARRIER                           | NAIC CODE | EFFECTIVE DATE:  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Form 15084 (05/15) - Primary/Noncontributory  
 Excess - See Attached Underlying Schedule



POLICY NUMBER: 435BE0197 9-02

ENDORSEMENT#: 001

NAMED INSURED: Lanier Plans, Inc. dba KorKat

EFFECTIVE DATE: 4-15-2022

INSURANCE COMPANY: The Burlington Insurance Company - Non-Admitted

PRODUCER: CRC Insurance Services, Inc. - 0435  
5555 Triangle Parkway  
Suite 400  
Norcross, GA 30092**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY**

The Schedule of Underlying is amended as follows:

Coverage: Employer Liability

Insurance Company: Frankenmuth Insurance Company

Policy Number: 6687662

Policy Period: 4-15-2022 - 4-15-2023

Coverage: Auto Liability

Insurance Company: Frankenmuth Insurance Company

Policy Number: 6687663

Policy Period: 4-15-2022 - 4-15-2023

**Premium for this Change Endorsement:**

\$0

No Premium Change

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**SCHEDULE OF MCONTROLLING UNDERLYING INSURANCE"****COVERAGE: COMMERCIAL GENERAL LIABILITY**

Insurance Company: ◆ Occurrence  
The Burlington Insurance Company

Policy Number:  
Policy Period: Effective: 4-15-2022    Expiration: 4-15-2023  
Each Occurrence Limit: \$1,000,000

General Aggregate: \$2,000,000

Product-Completed Operations Aggregate Limit: \$2,000,000

Personal/Advertising Injury Limit: \$1,000,000

Employee Benefits Liability ◆ Claims-Made          Retro          04/15/2014  
Each Employee Limit: \$1,000,000  
Aggregate Limit: \$1,000,000

**COVERAGE: COMMERCIAL AUTO LIABILITY**

Insurance Company: Frankenmuth Insurance Company

Policy Number: 6687663

Policy Period: Effective:                      Expiration:  
Combined Single Limit: \$1,000,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT - OTHER INSURANCE (PRIMARY AND NON-CONTRIBUTORY COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule of Additional Insured(s):**

Any person or organization named in an Additional Insured endorsement attached to this policy with whom you have agreed, in a written contract, that such person or organization should be provided primary and non-contributory coverage, but only when such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

**A.** Paragraph **C.** of this endorsement replaces paragraph **4. Other Insurance of Section IV-Commercial General Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

**B.** Paragraph **C.** of this endorsement replaces paragraph **4. Other Insurance of Section IV-Products-Completed Operations Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

**C. Other Insurance**

Notwithstanding other valid and collectible insurance available to the insured for a loss we cover under the applicable Coverage Part to which this endorsement is modifying, this insurance is primary and non-contributory.

However, this endorsement:

1. Applies only when you are required by contract, agreement or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, agreement or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and
2. Does not apply to any claim, loss or liability due to the sole negligence of the additional insured.

**All other terms and conditions of this Policy remain unchanged.**

POLICY NUMBER: .435BG0252 602

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Dedarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and induded in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 435BG0252 602

COMMERCIAL GENERAL LIABILITY  
CG 2010 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location(s) Of Covered Operations |
|---|-----------------------------------|
| Any person or organization for whom you are performing operations, but only if you have agreed, in a written contract, to add such person or organization as an additional insured on your policy for that location or part thereof, provided such a written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy. | Any and all covered locations     |
| Information required to complete this Schedule, if not shown above, will be shown in the Dedarations.   |                                   |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 0** Item 4.

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

|                                      |                    |                 |
|--------------------------------------|--------------------|-----------------|
| Endorsement Effective                | Policy No. 6687662 | Endorsement No. |
| Insured Lanier Plans Inc. dba Korkat |                    | Premium         |

|                   |                        |
|-------------------|------------------------|
| Insurance Company | Countersigned by _____ |
|-------------------|------------------------|

**WC 00 0313**

(Ed. 4-84)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## Business Auto Plus

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

#### A. COVERAGE ENHANCEMENTS

1. Airbag Discharge
2. Additional Transportation Expense
3. Amended Duties in The Event of Accident, Claim, Suit or Loss
4. Amended Fellow Employee Exclusion
5. Broad Form Insured
6. Business Personal Property Coverage
7. Communication Device Coverage
8. Glass Repair
9. Hired Auto Global Coverage
10. Hired Auto Physical Damage
11. Increase in Supplementary Payment
12. Loan/Lease Gap
13. Lock Replacement
14. Non-Owned Trailer - Increased Load Capacity
15. Non-Owned Trailer - Physical Damage Coverage
16. Personal Property Coverage
17. Pollution Liability- Broadened Coverage for Covered Autos
18. Rental Reimbursement
19. Replacement Cost on New Autos
20. Resultant Mental Anguish
21. Stereo, Video and Media Coverage
22. Towing
23. Transfer of Rights of Recovery Against Others To Us
24. Unintentional Failure to Disclose Hazards
25. Waiver of Collision Deductible

B. This endorsement is subject to the provisions applying to the Business Auto Coverage Form, except as described below:

#### 1. Airbag Discharge

Section III, EXCLUSIONS, is amended as follows:

Paragraph 3.a. does not apply to the accidental discharge of an airbag.

#### 2. Additional Transportation Expense

Paragraph A.4. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### 3. Amended Duties in The Event of Accident, Claim, Suit or Loss

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### 4. Amended Fellow Employee Exclusion

EXCLUSION 5. -- FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

## 5. Broad Form Insured

- a. The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a joint venture or partnership,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

- b. Paragraph A.1. - **WHO IS AN INSURED** - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## 6. Business Personal Property Coverage

Under SECTION III - PHYSICAL DAMAGE COVERAGE - Coverage Extensions, the following coverage extension is added:

- a. We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered "auto" to "loss" of business personal property contained in or on a covered "auto". This coverage extension is subject to the following:

- (1) The business personal property must be owned by you, a relative, or your employee.
- (2) Comprehensive Coverage is extended only for "loss" because of:
  - (a) Fire;
  - (b) Lightning; or
  - (c) Theft or attempted theft, if there are visible signs of someone breaking into the covered "auto". However, visible signs of someone breaking into the covered "auto" are not a requirement for (2)(c) to apply when the entire vehicle is stolen.
- (3) This coverage extension does not apply to:
  - (a) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment, including accessories;
  - (b) A citizens-band radio, mobile or cellular telephone, television or other similar device for sending or receiving communications, including accessories;
  - (c) A radio, stereo, stereo tape deck, compact disc player or other similar device designed for the reproduction of sound, including accessories;
  - (d) Money or jewelry;

- (e) Any device designed or used to detect or locate radar or any other speed measuring or calculating apparatus;
  - (f) Property specifically insured;
  - (g) Any property covered under the Personal Property Coverage of this policy.
- (4) The most we will pay for "loss" in any one "accident" is the least of:
- (a) The actual cash value of the damaged or stolen property as of the time of the "loss";
  - (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - (c) \$1,000.
- (5) For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a deductible of \$50.

## 7. Communication Device Coverage

Under SECTION III - PHYSICAL DAMAGE COVERAGE - Coverage Extensions, the following coverage extension is added:

- a. We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered "auto" to "loss" of:
  - (1) Citizens-band radios, including accessories;
  - (2) Mobile or cellular telephones, including accessories; or
  - (3) Other similar devices for sending and receiving communications, including accessories, designed for use with a covered "auto" owned by you, a relative or your "employee".
- b. Comprehensive Coverage is extended only for "loss" because of:
  - (1) Fire;
  - (2) Lightning; or

- (3) Theft or attempted theft, if there are visible signs of someone breaking into the covered "auto". However, visible signs of someone breaking into the covered "auto" are not a requirement for b.(3) to apply when the entire vehicle is stolen.
- c. This coverage extension does not apply to any property covered under the:
- (1) Personal Property Coverage of this policy;
  - (2) Business Property Coverage of this policy; or
  - (3) Stereo, Video and Media Coverage of this policy.
- d. The most we will pay for "loss" in any one "accident" is the least of:
- (1) The actual cash value of the damaged or stolen property as of the time of the "loss";
  - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - (3) \$500.
- e. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a deductible of \$50.

## 8. Glass Repair

The following is added to Section III, DEDUCTIBLE:

No deductible applies to glass damage if the glass is repaired instead of replaced.

(This provision does not apply to South Carolina.)

## 9. **Hired Auto Global Coverage**

The following is added to Section IV, POLICY PERIOD, COVERAGE TERRITORY:

For short term (30 days or less) hired "autos," the coverage territory is anywhere in the world provided that the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit" brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

## 10. **Hired Auto Physical Damage**

- a. If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision Coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage provided is extended to "autos" you hire subject to the following limit.
- b. The most we will pay for loss to any hired "auto" is \$75,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance.
- d. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- e. We will also cover loss of use of the hired "auto" if it results from an "accident," you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$500 per "accident."

## 11. **Increase in Supplementary Payments**

- a. Section 11, COVERAGE EXTENSIONS, is amended as follows:
  - (1) The limit for cost of bail bonds in paragraph a.(2) is changed to \$3,000; and

- (2) The limit for loss of earnings in paragraph a.(4) is changed to \$500 per day.

## 12. **Loan/Lease Gap**

- a. Under Section III, PHYSICAL DAMAGE COVERAGE, we will pay in the event of a total "loss" to a covered "auto" of the private passenger, pickup, panel truck or van type your legal obligation for any difference between the actual cash value of the covered "auto" at the time of the "loss" and the "outstanding balance" of the loan or lease agreement used solely to purchase the covered "auto."

- b. If this coverage applies to a leased vehicle, the following condition also applies:

This coverage shall apply only to the original lease written on a covered "auto" not previously titled.

- c. As used in this endorsement, "outstanding balance" means the amount you owe on the loan or lease agreement at the time of "loss" less any amounts for:
  - (1) Taxes;
  - (2) Overdue payments;
  - (3) Penalties;
  - (4) Interest or finance charges;
  - (5) Additional mileage charges;
  - (6) Nonrefundable security deposits;
  - (7) Excess wear and tear charges; or
  - (8) Termination fees.

## 13. **Lock Replacement**

We will pay the cost to repair or replace locks for your covered "autos" that are a result of your lost or stolen keys. The most we will pay under this coverage is \$1,000 in any one occurrence without the application of a deductible.

## 14. **Non-Owned Trailer - Increased Load Capacity**

Section I, CERTAIN TRAILERS, is amended as follows:

The load capacity for "trailers" in paragraph 1. is changed to 5,000 pounds or less.

### 15. Non-owned Trailer - Physical Damage Coverage

Under SECTION III - PHYSICAL DAMAGE COVERAGE - Coverage Extensions, the following coverage extension is added:

- a. The Physical Damage Coverage provided a covered "auto" is extended to certain trailers you do not own. The trailer must:
  - (1) Be designed for use with a covered "auto";
  - (2) Be used with a covered "auto"; and
  - (3) Be other than a "trailer" of the home, office, store, display, or passenger type.
- b. The most we will pay for "loss" in any one "accident" is the least of:
  - (1) The actual cash value of the damaged or stolen property as of the time of the "loss";
  - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - (3) \$5,000.
- c. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a deductible of \$50.

### 16. Personal Property Coverage

Under SECTION III - PHYSICAL DAMAGE COVERAGE - Coverage Extensions, the following coverage extension is added:

- a. We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered "auto" to "loss" of personal property contained in or on a covered "auto". This coverage extension is subject to the following:
  - (1) The personal property must be owned by you, a relative, or your "employee".
  - (2) Comprehensive Coverage is extended only for "loss" because of:
    - (a) Fire;

- (b) Lightning; or
  - (c) Theft or attempted theft, if there are visible signs of someone breaking into the covered "auto". However, visible signs of someone breaking into the covered "auto" are not a requirement for (2)(c) to apply when the entire vehicle is stolen.
- (3) This coverage extension does not apply to:
    - (a) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment, including accessories;
    - (b) A citizens-band radio, mobile or cellular telephone, television or other similar device for sending or receiving communications, including accessories;
    - (c) A radio, stereo, stereo tape deck, compact disc player or other similar device designed for the reproduction of sound, including accessories;
    - (d) property used in a business, trade or profession;
    - (e) Money or jewelry;
    - (f) Any device designed or used to detect or locate radar or any other speed measuring or calculating apparatus;
    - (g) Property specifically insured; or
    - (h) Any property covered under the Business Personal Property Coverage of this policy.
  - (4) The most we will pay for "loss" in any one "accident" is the least of:
    - (a) The actual cash value of the damaged or stolen property as of the time of the "loss";

- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

(c) \$1,000.

- (5) For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a deductible of \$50.

#### 17. Pollution Liability - Broadened Coverage for Covered Autos

- a. Section II - LIABILITY COVERAGE - Exclusions is amended as follows:

- (1) Paragraph a. of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

- (2) With respect to the coverage afforded by Paragraph a.(1) above, Exclusion B.6. **Care, Custody Or Control** does not apply.

- b. The most we will pay for "loss" in any one "accident" is \$10,000.

- c. Paragraph D. of the DEFINITIONS Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 18. Rental Reimbursement

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto" of the private passenger, pickup, panel truck or van type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.



- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

(2) 30 days.

- c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) A maximum payment of \$35 for any one day or \$1,050 for any one period.

- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.

- f. This coverage applies only to a covered "auto" designated in the Declarations for which you carry either Collision or Comprehensive Coverages.

#### 19. Replacement Cost on New Autos

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Limit of Insurance is amended to include the following:

- a. We will, at our option replace a covered "auto" with a new one of the same make and model and same equipment or, in the event a new vehicle of the same make and model and same equipment is not available, pay you not more than 110% of the Manufacturer's Suggested Retail Price of the covered "auto" if:

(1) You purchased the covered "auto" new;

(2) We determine the "loss" can not be repaired; and

(3) The "loss" occurs less than 1 year from the date of purchase on the bill of sale, or the "loss" occurs when the covered "auto" has an odometer reading less than 15,000 miles.

- b. Under SECTION IV - BUSINESS AUTO CONDITIONS, Appraisal for Physical Damage Loss, the term **actual cash value** is replaced by **replacement cost** as it applies to this coverage extension only.

#### 20. Resultant Mental Anguish

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### 21. Stereo, Video and Media Coverage

Under SECTION III - PHYSICAL DAMAGE COVERAGE - Coverage Extensions, the following coverage extension is added:

- a. We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered "auto" to "loss" of:

(1) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment, including accessories;

(2) Radios, stereos, televisions, stereo tape decks, compact disc players, digital video disc players or other similar devices, including accessories;

(a) Designed for the reproduction of sound; and

(b) Designed for use with a covered "auto".

owned by you, a relative or your "employee".

- b. Comprehensive Coverage is extended only for "loss" because of:

- (1) Fire;
- (2) Lightning; or
- (3) Theft or attempted theft, if there are visible signs of someone breaking into the covered "auto". However, visible signs of someone breaking into the covered "auto" are not a requirement for b.(3) to apply when the entire vehicle is stolen.

- c. This coverage extension does not apply to any property covered under the:

- (1) Personal Property Coverage of this policy;
- (2) Business Personal Property Coverage of this policy; or
- (3) Communications Device Coverage of this policy.

- d. The most we will pay for "loss" in any one "accident" is the least of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss";
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (3) \$1,000.

- e. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a deductible of \$50.

## 22. Towing

We will pay up to \$50, subject to a policy aggregate of \$500, for towing and labor costs incurred each time a covered "auto" of the private passenger, pickup, panel truck or van type is disabled. However, the labor must be performed at the place of disablement.

## 23. Transfer of Rights of Recovery Against Others To Us

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

## 24. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

## 25. Waiver of Collision Deductible

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Collision Coverage is amended by adding the following:

- a. When a deductible is indicated in the Declarations for Collision Coverage, we will reduce our payment by that amount. However, the deductible will not apply:

- (1) In a collision with another covered "auto":
  - (a) We insure and which you do not own, rent or have in your care, custody or control; or
  - (b) Whose owner or operator has been identified; and
    - (i) Is legally responsible for the entire amount of the damage; and
    - (ii) Is covered by a "property damage" liability policy or bond,

but only if the damage exceeds the deductible amount.

- (2) To your legally parked covered "auto" in the event it is accidentally struck by another of your covered "autos", provided Collision Coverage applies to both such covered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Primary And Noncontributory --  
Other Insurance Condition**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

- A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement fully executed prior to loss, that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



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## License / Certifications

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NO: 000191

## OCCUPATION TAX CERTIFICATE

DATE: 112612022

RECEIVED OF: LANIER PLANS INC OBA KORKAT

IN CONSIDERATION OF WHICH IS REQUIRED BY THE CITY OF CARROLLTON  
OCCUPATION TAX ORDINANCE, CODE OF ORDINANCES OF THE CITY.

NAME OF OWNER/MANAGER: SHANE LANIER

LOCATION AT: 221 CABLER INDUSTRIAL WAY 770-214-9322

TYPE CODE: CARPENTRY WORK, CONT

THIS CERTIFICATE EXPIRES ON: 1213112 022

WITNESS MY HAND AND SEAL OF THE CITY  
THE DAY AND YEAR ABOVE WRITTEN

*James O. Zeller*   
CITY CLERK

OCCUPATION TAX CERTIFICATE IS NON-TRANSFERABLE  
ORDINANCES NOW IN FORCE OR WHICH MAY BE ENACTED HEREAFTER

SHANE LANIER  
LANIER PLANS INC OBA KORKAT  
221 CABLER INDUSTRIAL WAY  
CARROLLTON GA 30117

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**LANIER PLANS, INC.**  
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 20810781  
Date Inc/Auth/Filed: 02/12/2003  
Jurisdiction : Georgia  
Print Date : 04/15/2021  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER : 0308055  
EFFECTIVE DATE : 02/12/2003  
JURISDICTION : GEORGIA  
REFERENCE : 0093  
PRINT DATE : 02/12/2003  
FORM NUMBER : 311

SHANE LANIER  
928 SOUTH PARK ST.#F109  
CARROLLTON, GA 30117

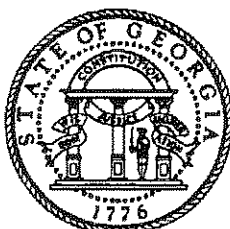
### **CERTIFICATE OF INCORPORATION**

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**LANIER PLANS, INC.**  
**A DOMESTIC PROFIT CORPORATION**

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox  
Secretary of State

Articles of Incorporation  
Of  
LANIER PLANS ,Inc.

Article 1.

The name of the corporation is LANIER PLANS ,Inc.  
DBA (Do Buisness As) KORKAT,Inc.

Article 2.

The corporation is authorized to issue 500 shares.

Article 3.

The street address of the registered office is 928 South Park St. Suite F 109 Carrollton,GA. 30117  
The registerd agent at such address is Shane Lanier. The county of the registered office is Carroll County

Article 4.

The name and address of each incorporator is  
Shane Lanier  
90 Bethesda Ch. Rd.  
Carrollton Ga. 30117

Article 5.

The principal mailing address of the corporation is 928 S.Park St. Suite F109 Carrollton,GA. 30117

IN WITNESS WHEREOF, the undersigned has executed these articles of incorporation.

This 19 day of January, 2003



Shane Lanier  
Owner

SECRETARY OF STATE  
2003 FEB 12 A 9 47  
CORPORATIONS DIVISION

SECRETARY OF STATE  
2003 JAN 27 A 9 46  
CORPORATIONS DIVISION



CATHY COX  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
315 West Tower, #2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334-1530  
(404) 656-2817

Registered agent, officer, entity status information via the Internet  
<http://www.georgiacorporations.org>

WARREN RARY  
Director

QUINTILIS B. ROBINSON  
Assistant Director

**TRANSMITTAL INFORMATION  
GEORGIA PROFIT OR NONPROFIT  
CORPORATIONS**

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

|             |            |                            |
|-------------|------------|----------------------------|
| DOCKET #    | PENDING #  | CONTROL #                  |
| DOCKET CODE | DATE FILED | AMOUNT RECEIVED            |
|             |            | CHECK/ RECEIPT #           |
| TYPE CODE   | EXAMINER   | JURISDICTION (COUNTY) CODE |

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

|   |  |         |                  |
|---|--|---------|------------------|
| 1.  | 30361171   |         |                  |
|   | Corporate Name Reservation Number (optional; articles accepted without prior reservation)  |         |                  |
|   | Lanier Plans, Inc. <sup>Do business AS</sup> (DBA Korkat, Inc.)  |         |                  |
|   | Corporate Name (List exactly as it appears in articles)  |         |                  |
| 2.  | Shane Lanier   |         | 770-883-7519     |
|   | (Name of person filing articles; completed filing returned to this person, at address below)   |         | Telephone Number |
|   | 928 South Park St. Suite F 109   |         |                  |
|   | Address  |         |                  |
|   | Carrollton   | GA.     | 30117            |
|   | City   | State   | Zip Code         |
| 3.  | Mail or deliver to the Secretary of State, at the above address, the following:  |         |                  |
|   | 1) This transmittal form<br>2) Original and one copy of the Articles of Incorporation<br>3) Filing fee of \$60.00 payable to Secretary of State. Filing fees are NON-refundable. |         |                  |
| I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (The Clerk of Superior Court can advise you of the official organ in a particular county.) |  |         |                  |
| Shane Lanier  |  | 1-19-03 |                  |
| Authorized Signature  |  | Date    |                  |

# *State of Florida*

## *Department of State*

I certify from the records of this office that LANIER PLANS, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on August 19, 2009.

The document number of this corporation is F09000003271.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 20, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twentieth day of January,  
2022*



*Randy Be*  
**Secretary of State**

Tracking Number: 2760991369CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 4.



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GUNTER, TITUS DANIEL**

KORKAT  
2627 BELFORT RD  
JACKSONVILLE FL 32216

**LICENSE NUMBER: CGC1515875**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

February 10, 2022

To Whom It May Concern:

I'm writing this letter to confirm and certify that Korkat, with a corporate office located at 221 Cable Industrial Way, Carrollton, GA 30117 is an authorized representative for the following brands at Superior Recreational Products:

- Superior Play
- Grounds For Play
- Superior Shade
- Superior Shelter
- Superior Site Amenities
- Superior Components

If you have any questions regarding this matter, please contact me directly at (770) 558-0502.

Sincerely,

Dan Link  
Director of Sales-SRP Brands  
1050 Columbia Drive  
Carrollton, GA 30117  
Email: [Dan.link@siibrands.com](mailto:Dan.link@siibrands.com)

770.832.6660 main  
1.800.327.8774 toll free

1050 Columbia Dr.  
Carrollton, GA 30117  
[superiorrecreationalproducts.com](http://superiorrecreationalproducts.com)



# Certificate of Completion

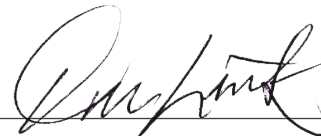
This Certificate is Proudly Presented to

**Lanier Plans, Inc. dba KorKat**

This certificate certifies that the participant has successfully completed  
Superior Recreational Products' Certified Installer Program.

2.10.2022

DATE



SIGNATURE



## CERTIFICATE OF MEMBERSHIP

This Certificate Verifies that

# Superior Recreational Products

is an official member of the  
International Play Equipment Manufacturers Association

Valid through May 31, 2023

---

**Denise R. Calabrese, CAE**  
Executive Director

# National Recreation and Park Association

Let it be known that

**ERIC FENNO**

has met the requirements of the standards set forth by the  
National Certification Board  
and is hereby granted certification as a

**Certified Playground Safety Inspector**



CHAIRPERSON



NRPA PRESIDENT AND CEO



Certified  
Playground  
Safety Inspector

July 28, 2022

DATE CERTIFIED

55408-825

CERTIFICATION NUMBER

August 01, 2025

EXPIRATION DATE



NATIONAL RECREATION  
AND PARK ASSOCIATION

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Lanier Plans, Inc.**

2 Business name/disregarded entity name, if different from above

**dba KorKat**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**221 Cable Industrial Way**

6 City, state, and ZIP code

**Carrollton, GA 30117**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

**Employer identification number**

8 6 - 1 0 6 3 6 1 8

## Part II Certification

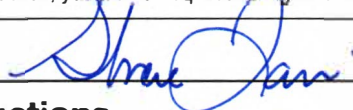
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ► **2-7-22**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

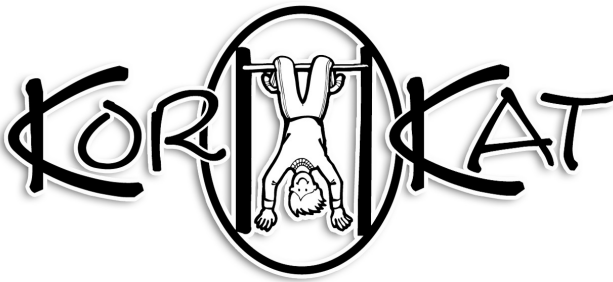
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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# Pricing

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Lanier Plans, Inc. dba KorKat  
221 Cable Industrial Way  
Carrollton, GA 30117  
770-214-9322

**Estimate** Item 4.

Date 11/28/2022 Estimate # 49866

**PLAYGROUNDS & SITE AMENITIES**

**Name & Address for Bill To:**

Town of Lake Park  
535 Park Ave  
Lake Park, FL 33403

**Ship To**

Ilex Park  
West Ilex Dr.  
Lake Park, FL 33403

| Project or PO #     |  |     |           | Rep        |
|---------------------|--|-----|-----------|------------|
|                     |  |     |           | EF         |
| Item                | Description  | Qty | Cost      | Total      |
| PS3-70323           | PLAYGROUND STRUCTURE - 2-12 UNIT   | 1   | 28,000.00 | 28,000.00T |
|                     | SUBTOTAL   |     |           | 28,000.00  |
| TFR0623XX           | 2-BAY SINGLE POST SWING FRAME  | 1   | 3,576.00  | 3,576.00T  |
| S-02XX              | WIDE BELT SEAT - 6" - AVAILABLE IN BLACK, BLUE, GREEN, RED, YELLOW, AND TAN                            | 3   | 39.80     | 119.40T    |
| 1487                | SWING HANGER- 5" OD  | 6   | 98.00     | 588.00T    |
| BSIS-512            | INCLUSIVE SWING SEAT 5-12  | 1   | 896.00    | 896.00T    |
| H171                | ANCHOR SHACKLE STAINLESS STEEL - 2 1/8" LONG - 13/16" ID - OPENING 1/2"                                | 14  | 6.00      | 84.00T     |
| CUSTOM SPORTS ITEM  | 1/4" STAINLESS STEEL SWING CHAIN (43')   | 3   | 70.00     | 210.00T    |
|                     | SUBTOTAL   |     |           | 5,473.40   |
| DISCOUNT 20%        | DISCOUNT 20%   |     | -20.00%   | -1,094.68  |
| INSTALL-PLAYGROUND  | INSTALL-PLAYGROUND   | 1   | 10,043.00 | 10,043.00  |
| MULCH               | 82 CY OF PLAYGROUND SAFE ENGINEERED WOOD FIBER MULCH TO COVER APPROX. 2,213 SF @ 12" DEPTH - DELIVERED | 1   | 2,214.00  | 2,214.00T  |
| INSTALL-SURFACNG    | PROVIDE AND INSTALL GEO TEXTILE FABRIC FOR APPROX. 2,213 SF  | 1   | 1,107.00  | 1,107.00   |
| INSTALL-SURFACNG    | INSTALL-SURFACING  | 1   | 2,740.00  | 2,740.00   |
| ENGINEERED DRAWINGS | ENGINEERED DRAWINGS WITH CALCULATIONS  | 1   | 1,025.00  | 1,025.00   |

Prices quoted are good for 15 days and are subject to total purchase except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation, unforeseen conditions, or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of installation.

Please note that a 50% deposit is due at the time of order with any estimate that includes installation. Payment of 100% is due at the time of order for all equipment purchases without installation.

Phone #

Fax #

E-mail

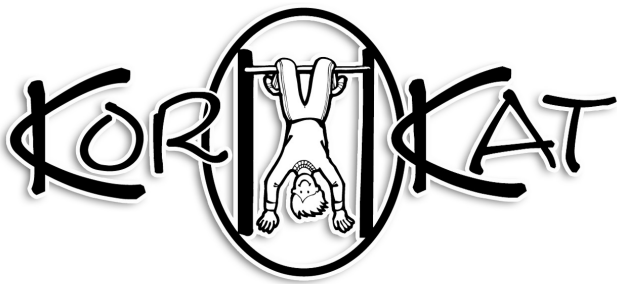
**Total**

770-214-9322 770-214-9323

AliceH@KorKat.com

**Signature**





Lanier Plans, Inc. dba KorKat  
221 Cable Industrial Way  
Carrollton, GA 30117  
770-214-9322

**Estimate** Item 4.

Date 11/28/2022 Estimate # 49866

**PLAYGROUNDS & SITE AMENITIES**

**Name & Address for Bill To:**

Town of Lake Park  
535 Park Ave  
Lake Park, FL 33403

**Ship To**

Ilex Park  
West Ilex Dr.  
Lake Park, FL 33403

| Project or PO #    |  |     |          | Rep      |
|--------------------|--|-----|----------|----------|
|                    |  |     |          | EF       |
| Item               | Description  | Qty | Cost     | Total    |
| PERMITTING         | MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COSTS, SITE PLANS OR PERMIT RUNNER FEES) OVER \$1,500.00 WILL BE THE RESPONSIBILITY OF THE CUSTOMER WITH PROOF OF RECEIPTS FOR ALL CHARGES. | 1   | 1,500.00 | 1,500.00 |
| FREIGHT            | SHIPPING & HANDLING  | 1   | 3,238.00 | 3,238.00 |
| CUSTOM SPORTS ITEM | INDEMNIFICATION  | 1   | 100.00   | 100.00   |
| CUSTOM SPORTS ITEM | CONSTRUCTION CONTINGENCY (ALLOWANCE AMOUNT TO BE USED AT THE DISCRETION OF THE OWNER)  | 1   | 5,000.00 | 5,000.00 |
|                    | NOTE: PRICING GOOD FOR 60 DAYS FROM DATE OF ESTIMATE   |     |          |          |
|                    | NOTE: TIMBERS ARE NOT INCLUDED.  |     |          |          |
|                    | NOTE: REMOVAL OF ALL EXISTING EQUIPMENT IS THE RESPONSIBILITY OF THE CUSTOMER  |     |          |          |
|                    | KORKAT CONTACT   |     |          |          |
|                    | ERIC FENNO   |     |          |          |
|                    | 772-284-4462   |     |          |          |
|                    | EricF@KorKat.com   |     |          |          |
|                    | Total sales tax calculated by AvaTax   |     | 0.00     | 0.00     |
|                    | Select this as a transaction's tax to use AvaTax   |     |          | 0.00     |

Prices quoted are good for 15 days and are subject to total purchase except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation, unforeseen conditions, or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of installation.

Please note that a 50% deposit is due at the time of order with any estimate that includes installation. Payment of 100% is due at the time of order for all equipment purchases without installation.

Phone # 770-214-9322 Fax # 770-214-9323 E-mail AliceH@KorKat.com **Total** \$59,345.72

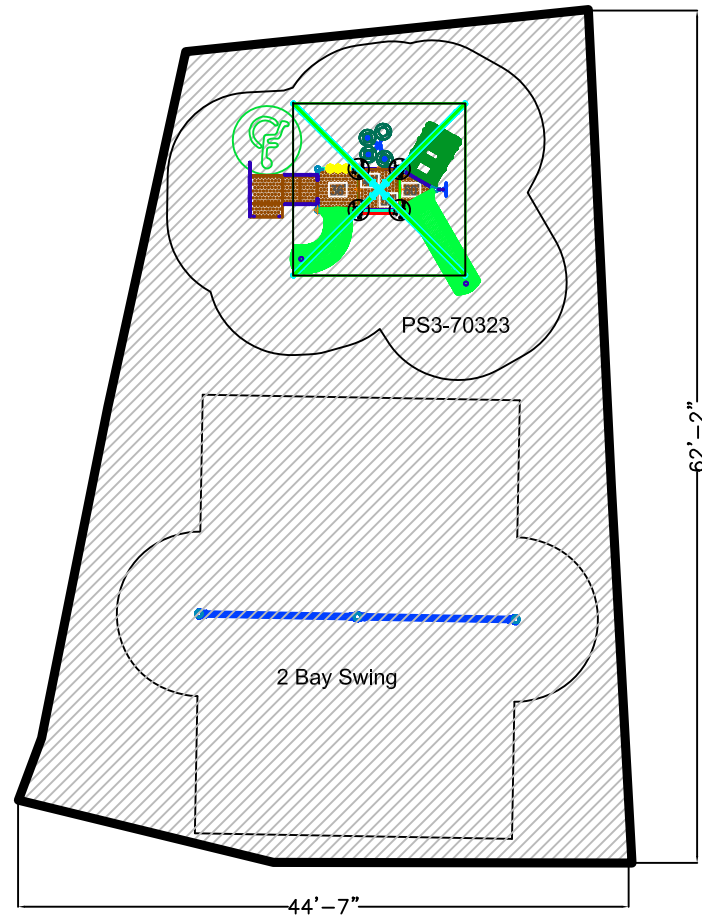
**Signature** \_\_\_\_\_




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## Site Plans & Renderings

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|                         |                 |                  |        |  |   |
|-------------------------|-----------------|------------------|--------|--|---|
| Project Name: Ilex Park | Surfacing: EWF  |                  | Notes: | This design is the property of KorKat and may not be reproduced or used in any manner without the expressed written consent of KorKat. |  |
| Site Plan: SP-60938     | Area: 2213 SF.  | Perimeter : 194' |        |  |   |
| Date: 11-30-2022        | Fall Height: 8' | Scale:           |        |  |   |
| Drawn by: Tammie Gray   | Timbers:        |                  |        |  |   |





## Fenno - Ilex Park

STRUCTURE SP-60938 • QUOTE QU00253464

*Design is for illustration purposes only and colors may vary.*

**Color Key**

Post: Champagne  
Post Cap: Black  
Metal: Spring Green  
Plastic: Sky Blue

Panel: Sky Blue  
San. Panel: Sky Blue/White  
Deck: Brown  
Fabric: True Blue





## Fenno - Ilex Park

STRUCTURE SP-60938 • QUOTE QUO0253464

*Design is for illustration purposes only and colors may vary.*

**Color Key**

Post: Champagne  
Post Cap: Black  
Metal: Spring Green  
Plastic: Sky Blue

Panel: Sky Blue  
San. Panel: Sky Blue/White  
Deck: Brown  
Fabric: True Blue





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# Specs

---



REFERENCE NUMBER

PS3-70323

3.5" STEEL PLAYGROUND DESIGN

EQUIPMENT SIZE

18' X 14'

USE ZONE

30' X 25'

AGE GROUP

2-12

SURFACE AREA

523 SQ. FT.

USER CAPACITY

22

4' TIMBER COUNT

24

FALL HEIGHT

5'

ADA ACCESSIBILITY

ELEVATED  
PLAY ACTIVITIES

6

|          | GROUND LEVEL<br>ACCESSIBLE<br>PLAY ACTIVITIES | GROUND LEVEL<br>ACCESSIBLE<br>ACTIVITY TYPES |
|----------|---|--|
| REQUIRED | 2   | 2  |
| PROVIDED | 2   | 2  |

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325  
AND ASTM F1487-11 UNLESS OTHERWISE NOTED.

DATE

7/1/2019

DRAWN/SAVED BY

PL

/ ANDREW.WILSON

SCALE

1/4" = 1'-0"

SHEET

1 OF 2

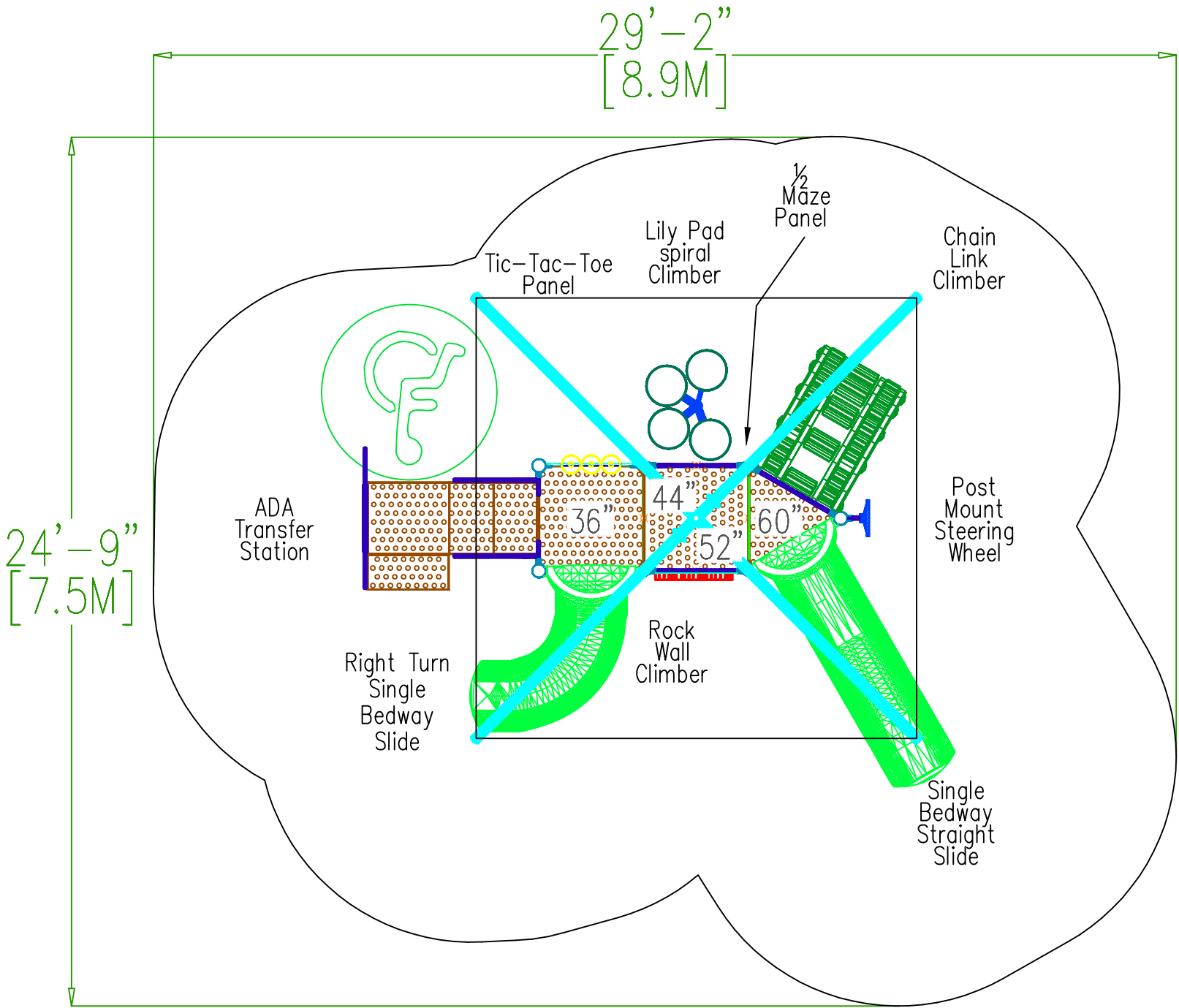
PAGE

02-PLAN VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF  
SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE  
REPRODUCED OR USED IN ANY MANNER WITHOUT  
THE EXPRESSED WRITTEN CONSENT OF  
SUPERIOR RECREATIONAL PRODUCTS.



# 2 Bay Single Posts Swings with Belt Seats

(Swing Mats not included)

Item 4.





---

## Warranty & Color Options

---



# We Make It *easy to buy*

Superior makes it easy to buy (no lengthy buying process!) by having a nationwide team of SRP Certified Partners and by having contracts with the following organizations.



### State-Specific Opportunities



The NASPO ValuePoint Cooperative Purchasing Organization is available to all public agencies, institutes of higher education, political subdivisions, and, in some cases, non-profit organizations in states who have obtained a NASPO ValuePoint Participating Addendum. Currently, we have partnered with the following states under NASPO ValuePoint Master Agreement No.: 6482.

- Kansas
- Montana
- New Mexico
- New York
- North Dakota
- Oregon
- Oklahoma
- South Carolina
- South Dakota
- Utah
- Washington
- And More!

### For Businesses



Navitas Credit Corporation is a nationwide direct lender with a focus on small and medium sized businesses. Navitas provides capital in the form of leases and loans to assist businesses in acquiring the equipment and financing they need to grow and stay competitive.

### For Government Entities



BuyBoard is an online purchasing cooperative that gives its members best pricing on products, equipment, and services that they use every day. Members save time and resources because the competitive procurement process has already been completed. BuyBoard's nationwide members include those in public schools, municipalities, county government, and all types of local government agencies and non-profits.



HGACBuy is a cooperative purchasing network available to local governments, state agencies, and certain non-profit corporations nationwide. All products offered by HGACBuy have been awarded through a public competitive process. To become a member of HGACBuy and to view products like ours, visit [hgacbuy.org](http://hgacbuy.org).



GSA Advantage!® is an online cooperative purchasing program that provides access to thousands of products and services. State and local government entities can take advantage of this buying power to get you the best value and price.

### For Everyone

Our Certified Partners have extensive knowledge and training in all Superior products. Find your closest representative by visiting [srpplayground.com](http://srpplayground.com) and clicking "[Contact a Rep.](#)"

# We Meet or Exceed *industry standards*

In our effort to provide quality and safe play products for children, our products meet or exceed the standards set forth by the below organizations. Additionally, we follow our own strict in-house standards and guidelines.



### International Play Equipment Manufacturers Association™

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA™) provides a third-party certification service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the standards below.

- ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- CAN/CSA-Z614-14, excluding clauses 9.8, 10, and 11: Children's Playspaces and Equipment

A list of current validated products may be viewed on their website at [www.ipema.org](http://www.ipema.org). SRP is a member of this organization.



### American Society for Testing and Materials

The American Society for Testing and Materials (ASTM) is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM developed F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The current standard is F1487-21, published in 2021.



### U.S. Consumer Product Safety Commission

The U.S. Consumer Product Safety Commission (CPSC) presents safety guidelines through the publication of their Public Playground Safety Handbook. This handbook promotes greater safety awareness among those who purchase, install, and maintain public playground equipment. The handbook can be viewed on the CPSC's website, [cpsc.gov](http://cpsc.gov).



### United States Access Board

The U.S. Access Board is a federal agency that promotes equality for people with disabilities. They've developed guidelines and standards for built environments, such as playgrounds.

### ISO 9001 and ISO 14001

ISO industry certification processes are issued by International Organization for Standardization. ISO 9001 is used to measure manufacturing standards and to certify company compliance with quality management systems covering design, development, production, installation, inspection, and testing. ISO 4001, also known as the "Green Certification," specifies the requirements of an organization having an environmental management system (EMS). SRP's steel playground line is manufactured in an ISO 9001 and ISO 14001 certified facility.

### PCI 4000

Certification by the Powder Coating Institute recognizes competency and processes in place to consistently produce high-quality powder coated products. PCI certification is the result of an extensive and rigorous audit process and SRP's steel playground manufacturing facility has this certification.

### In-House Standards

At Superior, we only use quality playground materials. Our playgrounds are proudly made in the USA and are built to last.

To ensure the safest play for your children, we offer:

- Quality control inspection on all parts and shipments
- All products must pass inspection in our IPEMA Certified In-House Testing Facility
- In-house production of most products
- All products meet or exceed CPSC, ASTM, and ADA Safety Guidelines
- On-staff CPSI certified employees
- Local field factory trained installation technicians
- Direct connect component attachment system
- Products constructed from Allied's heavy-wall galvanized steel tubing, which is protected by Allied's patented Flo-Coat® process that uses triple-coat corrosion protection (zinc, conversion coating, and clear topcoat) to provide a smooth, shiny appearance that is unmatched in strength and durability

### We Use Quality Playground Materials

Learn more about the materials we use in our playgrounds by visiting [srpplayground.com/playground-materials](http://srpplayground.com/playground-materials).

# Our Leading warranty

Our warranty guarantees years of unlimited fun. **View our full warranty by visiting us online at [srpplayground.com/warranty](http://srpplayground.com/warranty).**



Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, and has been subjected only to normal use and exposure.

- Lifetime\* Warranty on playground steel and recycled posts, all stainless steel hardware, c-line fittings, and aluminum post caps
  - 20-Year Limited Warranty on steel Shade structures
  - 15-Year Limited Warranty on playground pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks, and recycled decks
- 10-Year Limited Warranty on shade fabric and Ascend Rope Climber cable breakage
  - 5-Year Limited Warranty on powder coat and netting cable
  - 3-Year Limited Warranty on electronic play and Ascend Rope Climber flexible rubber belting
  - 1-Year Limited warranty on moving parts, Shade cable, and materials not covered above

**Limited Warranty: Structural Steel**

SRP offers a \*Lifetime Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 50% for the second ten years and 25% from there on. Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

**Limited Warranty: Powder Coat**

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

- The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product’s technical data sheet and appropriate surface preparation has been utilized.
- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of<5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
  - The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
  - The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

**Stainless Steel Series (Powered by Playdale Playgrounds)**

Playdale Playgrounds warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with the published specifications. The warranty shall commence on the date of the invoice and terminate at the end of the period on the full warranty statement. The warranty is valid only if the products are installed properly and in conformance of the specifications, installation guides, Playdale Playgrounds design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions. Playdale Playgrounds reserves the right to accept or reject any claim in whole or in part. Playdale Playgrounds will not accept the return of any product without prior approval by Playdale management.

**Electronic Play**

SRP guarantees the speakers, sound chips, and circuit boards used in the production of their electronic play products for 3 years, against electronic failure caused by manufacturing defects. This guarantee does not include failure as a result of any form of misuse, vandalism or neglect including, but not limited to accidental damage while changing the batteries or servicing the internal electronics, a failure to follow the battery replacement guide, the troubleshooting guide or the care and maintenance instructions for the electronics units.

**Pricing, Cancellation, Return, and Shipping Policies**

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice. To view our return policy, please visit [superiorrecreationalproducts.com/returns](http://superiorrecreationalproducts.com/returns). For information on Return Material Authorizations please call 1.800.327.8774. To view our shipping policy, please visit [superiorrecreationalproducts.com/shipping](http://superiorrecreationalproducts.com/shipping). For any further information, please call 1.800.327.8774.

*\*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

## Color Options

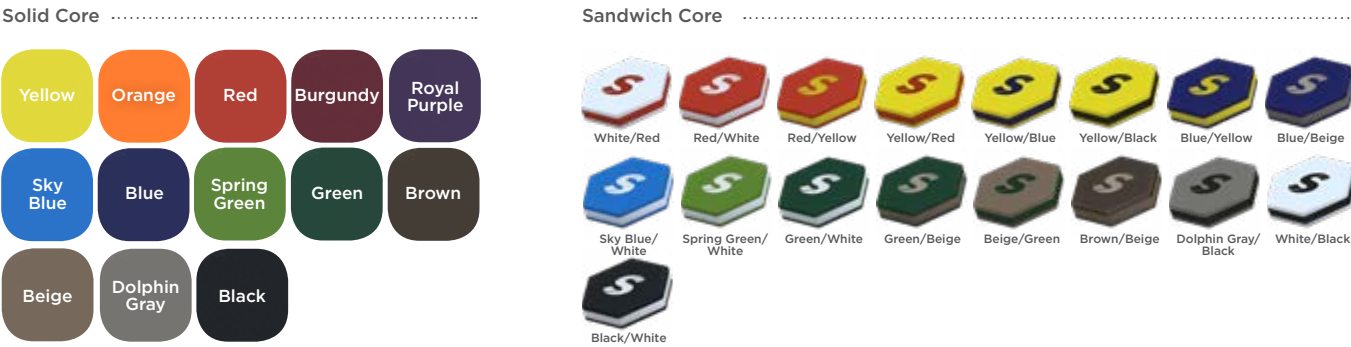
**Metal Colors**



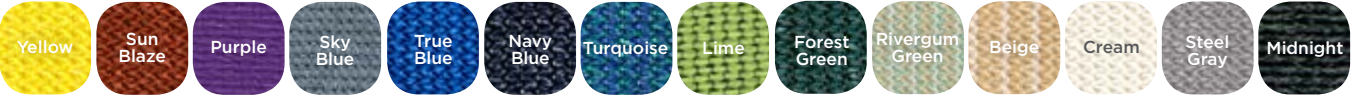
**Plastic Colors**



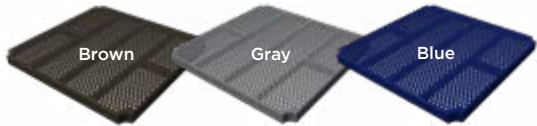
**Activity Panel & Panel Colors**



**Shade Colors | More Available!**



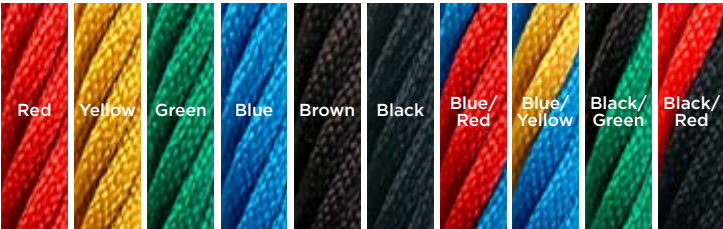
**Steel Deck Colors**



**Recycled Deck & Post Colors**



**Ascend Rope Colors**



**Belt Seat Colors**





Color Schemes



- Succulent**
- Champagne
  - Royal Purple
  - Light Green
  - Steel Gray

NEW! Shade Color Recommendation



- NEW! Espresso**
- Vanilla
  - Brown
  - Beige
  - Cream



- Electric**
- Chartreuse
  - Champagne
  - Blue
  - White
  - Silver



- Circus**
- Red
  - Yellow
  - Sky Blue
  - Yellow



- Nature Trail**
- Brown
  - Beige
  - Spring Green
  - Orange
  - Beige



- Northern Lights**
- Dark Blue
  - Champagne
  - Black
  - Light Green
  - Silver



- Santorini**
- Blue
  - Champagne
  - Vanilla
  - Beige
  - Beige



- Eclectic**
- Chartreuse
  - Orange
  - Burgundy
  - Champagne
  - Steel Gray



- Earth**
- Spring Green
  - Blue
  - Beige
  - Brown
  - Rivergum Green



- Deep Ocean**
- Bronze
  - Champagne
  - White
  - Sky Blue
  - Blue
  - Silver



- NEW! Wisteria**
- Champagne
  - Periwinkle
  - Royal Purple
  - Yellow
  - Purple



- Spring Bloom**
- Sky Blue
  - White
  - Spring Green
  - Orange
  - Rivergum Green



- Wilderness**
- Green
  - Beige
  - White
  - Light Green
  - Brown
  - Forest Green



- Modern Marsh**
- Champagne
  - Green
  - Spring Green
  - Bronze
  - Rivergum Green



- NEW! Cosmos**
- Champagne
  - Chartreuse
  - Royal Purple
  - Sky Blue
  - True Blue



- Spring Storm**
- Champagne
  - Spring Green
  - Sky Blue
  - Black
  - Lime



- Terra**
- Burgundy
  - Beige
  - Spring Green
  - Beige



- Galaxy**
- Dark Blue
  - Butterscotch
  - Champagne
  - Black
  - Midnight



- NEW! Pistachio**
- Vanilla
  - Chartreuse
  - Burgundy
  - Beige
  - Lime



- Reptile**
- Metallic
  - Yellow
  - Spring Green
  - Red
  - White
  - Rivergum Green



- Forest**
- Burgundy
  - Beige
  - Green
  - Beige



- NEW! Monarch**
- Champagne
  - Black
  - Orange
  - Yellow
  - Yellow



- NEW! Oasis**
- White
  - Blue
  - Spring Green
  - Orange
  - True Blue



- Van Gogh**
- Bronze
  - Metallic
  - Champagne
  - Periwinkle
  - Steel Gray



Material Features

Fabric

- Made from UV stabilized high density polyethylene fabric that prevents fading from the sun
- Raschel-knitted to prevent fraying and shades 34' and larger receive Kevlar® reinforced corners
- Blocks up to 98% of harmful UV rays, depending upon color choice
- Fabric breathes allowing hot air to rise and escape
- Available fabric to meet California State Fire Marshal requirements, NFPA 701, and ASTM E84

Frames

- Engineered to withstand wind speeds up to 150 mph with fabric removed
- Structural tubing complies with ASTM standards
- Finished product includes 6 to 8 mils of combined primer and powder coat — all backed by 5,000 hours of testing per ASTM Method B117



Glide Elbow™



Our Glide Elbow™ quick release mechanism allows for easy installation and removal of your fabric — in the case of a fabric refresh or inclement weather. All you need is a wrench or cordless drill (with the right sized socket). What's more, metal-on-metal wear is minimized with our fabric hook connection. Our Glide Elbow™ is backed by a [1-year limited warranty](#).



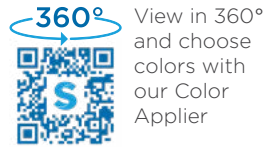
Certified Fabricator/Products

- LADBS Certified Fabricator\*
- City of Houston Registered Fabricator\*



\*Certificate available upon request.

Designer's Corner



Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

- LW** Lifetime\* Warranty on stainless steel hardware
- 20** 20-Year Limited Warranty on framework
- 10** 10-Year Limited Warranty on fabric
- 5** 5-Year Limited Warranty on powder coat
- 1** 1-Year Limited Warranty on cables
- 1** 1-Year Limited Warranty on materials not above

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping, handling, surfacing, or applicable taxes. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit [superiorrecreationalproducts.com/returns](http://superiorrecreationalproducts.com/returns).

Shipping Policy

To view our shipping policy, please visit [superiorrecreationalproducts.com/shipping](http://superiorrecreationalproducts.com/shipping).

**\*View our complete warranty at [srpshade.com/srp-shade-warranty](http://srpshade.com/srp-shade-warranty).**

Color Options

Frames

Backed by a [5-year limited warranty](#).

Gloss

|  |              |                                       |              |
|--|--------------|---------------------------------------|--------------|
|  | Red          |                                       | Royal Purple |
|  | Orange       |                                       | Burgundy     |
|  | Butterscotch |                                       | Beige        |
|  | Yellow       |                                       | Vanilla      |
|  | Spring Green |                                       | Brown        |
|  | Chartreuse   |                                       | Black        |
|  | Light Green  |                                       | White        |
|  | Green        | <b>Matte, Textured &amp; Metallic</b> |              |
|  | Sage         |                                       | Champagne    |
|  | Sky Blue     |                                       | Metallic     |
|  | Blue         |                                       | Bronze       |
|  | Periwinkle   |                                       | Starlight    |

**Rain Guard® Waterproof Shade Fabric**

For our Single Post Waterproof Umbrella. Backed by a [10-year limited warranty](#).



Traditional Fabric

This selection of fabric colors are California Fire Marshal certified, fire retardant, and pass the NFPA 701 or ASTM E84 tests. Colors marked with an asterisk are available as both flame retardant and non-flame retardant. Backed by a [10-year limited warranty](#).

|   |   |   |   |  |  |
|---|---|---|---|--|--|
|   |   |   |   |  |  |
| Natural*<br>Shade Factor: 76.2%<br>UV Blocking: 93%             | Beige<br>Shade Factor: 87%<br>UV Blocking: 97%          | NEW! Desert Sand*<br>Shade Factor: 86%<br>UV Blocking: 93%      | Latte<br>Shade Factor: 90%<br>UV Blocking: 95%          | Rivergum Green*<br>Shade Factor: 88.7%<br>UV Blocking: 92.9% | Lime<br>Shade Factor: 79%<br>UV Blocking: 95%        |
|   |   |   |   |  |  |
| Mint Green<br>Shade Factor: 93%<br>UV Blocking: 95%             | Forest Green<br>Shade Factor: 94%<br>UV Blocking: 96%   | Brunswick Green*<br>Shade Factor: 94%<br>UV Blocking: 94.7%     | Turquoise*<br>Shade Factor: 91.5%<br>UV Blocking: 91.5% | True Blue<br>Shade Factor: 89%<br>UV Blocking: 93%           | Sky Blue*<br>Shade Factor: 89%<br>UV Blocking: 92.2% |
|   |   |   |   |  |  |
| NEW! Aquatic Blue*<br>Shade Factor: 85.6%<br>UV Blocking: 91.1% | Navy Blue*<br>Shade Factor: 93.6%<br>UV Blocking: 94.4% | NEW! Royal Purple*<br>Shade Factor: 87.7%<br>UV Blocking: 91.1% | Sun Blaze<br>Shade Factor: 91%<br>UV Blocking: 94%      | Cayenne*<br>Shade Factor: 85.3%<br>UV Blocking: 92.4%        | Cedar*<br>Shade Factor: 87.3%<br>UV Blocking: 93.6%  |
|   |   |   |   |  |  |
| Yellow*<br>Shade Factor: 77.6%<br>UV Blocking: 95.5%            | Brown<br>Shade Factor: 93%<br>UV Blocking: 95%          | Pearl Onyx<br>Shade Factor: 86%<br>UV Blocking: 94%             | Silver<br>Shade Factor: 93%<br>UV Blocking: 95%         | Steel Gray*<br>Shade Factor: 90.9%<br>UV Blocking: 94.3%     | Midnight<br>Shade Factor: 98%<br>UV Blocking: 98%    |

Dual Shade Fabric

Available for an upcharge for our Hypar Umbrella, Triangle Sail, and Hyperbolic Sail. Backed by a [10-year limited warranty](#).

|  |  |  |  |  |   |
|--|--|--|--|--|---|
|  |  |  |  |  |   |
| Citrus<br>Shade Factor: 87%<br>UV Blocking: 91.9%    | Sunburst<br>Shade Factor: 75.2%<br>UV Blocking: 90.6%    | Macaw<br>Shade Factor: 83.3%<br>UV Blocking: 90.7%     | Chameleon<br>Shade Factor: 86.4%<br>UV Blocking: 90.3% | Topaz<br>Shade Factor: 85.8%<br>UV Blocking: 90.6%     | Amazonia<br>Shade Factor: 91.1%<br>UV Blocking: 92.4% |
|  |  |  |  |  |   |
| Savanna<br>Shade Factor: 80.1%<br>UV Blocking: 92.3% | Cobblestone<br>Shade Factor: 90.3%<br>UV Blocking: 93.6% | Gold Rush<br>Shade Factor: 88.3%<br>UV Blocking: 91.5% | Capri<br>Shade Factor: 83.9%<br>UV Blocking: 92.1%     | Santorini<br>Shade Factor: 83.3%<br>UV Blocking: 92.2% | Maldives<br>Shade Factor: 88.4%<br>UV Blocking: 90.9% |



2 REASONS TO CHOOSE FLAME RETARDANT FABRIC

① Helps meeting appropriate federal, state, and local building codes.

② Permanent and reliable flame retardant properties, as opposed to fabrics treated with FR additives in a post-production application.

**AGREEMENT BETWEEN PALM BEACH COUNTY**  
**AND**  
**TOWN OF LAKE PARK**

**THIS AGREEMENT**, with an effective date of **October 1, 2022**, by and between **Palm Beach County**, a political subdivision of the State of Florida, , and the **Town of Lake Park**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **535 Park Avenue, Lake Park, FL 33403**.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accordance with its FY2022/2023 CDBG Action Plan, and the **Town of Lake Park**, desire to provide the activities specified in Exhibit "A" of this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the Town of Lake Park ("Subrecipient"), to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding not to exceed \$ **\$55,433** ("Grant Funds") to the Subrecipient in exchange for said activities.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

**1. DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **Town of Lake Park**, a Subrecipient as defined in 2 CFR Part 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

**2. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

**3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Subrecipient shall implement the herein described Llex Park Playground Equipment improvements which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c).

Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. .

5. **SCOPE OF SERVICES**

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$55,433** for the period of **October 1, 2022**, through and including **December 31, 2023**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2023**.

**8. METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment.

**9. CONDITIONS FOR PROJECT IMPLEMENTATION****(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written Agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

**The requirements of this section shall survive the expiration or early termination of this Agreement.**

**10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.



**11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

**12. PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

**13. EVALUATION AND MONITORING**

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

**14. AUDITS AND INSPECTIONS**

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the

Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business, with respect to all matters covered by this Agreement.

**15. REPAYMENT PROVISIONS**

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

**The requirements of this Section shall survive the early termination or expiration of the Agreement.**

**16. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

**17. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This Reversion provision shall survive the expiration or termination of this Agreement.**

**18. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

**19. INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Subrecipients's performance of the terms of this Agreement or due to the intentional acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

**The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.**

**20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

**Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:**

- A. **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

**Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Business Automobile Liability:** Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- C. **Workers' Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- D. **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance:** Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

**The Certificate Holder shall read:**

Palm Beach County Board of County Commissioners  
c/o Department of Housing & Economic Development  
100 Australian Ave, 5<sup>th</sup> Floor  
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

**21. MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

**22. CONFLICT OF INTEREST**

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion by certified mail within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

**23. CITIZEN PARTICIPATION**

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

**24. RECOGNITION**

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

**25. ADDITIONAL REFERENCE DOCUMENTS**

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

**The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.**

**26. TERMINATION AND SUSPENSION**

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

**(A) TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by



giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

**27. SEVERABILITY OF PROVISIONS**

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

**28. AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

**29. NOTICE**

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

**30. INDEPENDENT CONTRACTOR AND EMPLOYEES**

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

**31. NO FORFEITURE**

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

**32. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**34. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or

hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

**35. SOURCE OF FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

**36. INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

**37. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public

Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**38. COUNTERPARTS OF THE AGREEMENT**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County provides otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**39. E-VERIFY EMPLOYMENT ELIGIBILITY**

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the subconsultant and Subrecipient shall immediately terminate its contract with the subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

**40. ENTIRE UNDERSTANDING**

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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## TOWN OF LAKE PARK

WITNESS our Hands and Seals on this 15<sup>th</sup> day of September, 2022.

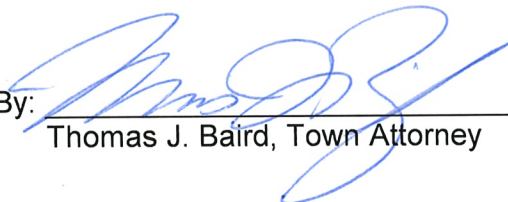
(SUBRECIPIENT SEAL BELOW)



## TOWN OF LAKE PARK

By:   
Michael O' Rourke, Mayor

By:   
Vivian Mendez, Town Clerk

By:   
Thomas J. Baird, Town Attorney



## TOWN OF LAKE PARK

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
For its BOARD OF COUNTY COMMISSIONERS**

By:   
Jonathan B. Brown, Director  
Dept. of Housing & Economic Development

Date: 9/15/2022

**Approved as to Form and  
Legal Sufficiency**

**Approved as to Terms and Conditions  
Dept. of Housing & Economic Development**

By: Howard J. Falcon III  
Howard J. Falcon III  
Chief Assistant County Attorney

By:   
Sherry Howard  
Deputy Director

**EXHIBIT "A"****WORK PROGRAM NARRATIVE****1. SUBRECIPIENT OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Subrecipient shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the installation of ADA compliant and rust-resistant playground equipment at Ilex Park, located in the center of the Town of Lake Park. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- B. PROJECT SCOPE:** The scope of the playground improvements at Ilex Park shall include, but not be limited to, the installation of ADA compliant playground equipment with a slide, several climbing apparatuses and two (2) swing sets. The Park and playground Improvements are located at the intersection of West Ilex Drive and 8<sup>th</sup> Street. Improvements typical of park/playground equipment projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

**Project Area:** The proposed location of the improvements noted herein is as follows:

- Improvements are located in the area bordered by West Ilex Drive and 8<sup>th</sup> Street, Lake Park, FL 33403

**Procurement process and contract award for all goods and services shall be in compliance with the Town's Procurement Code, 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.**

In the event where specifications for goods, services and or construction activities are required, the following shall apply:

(1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

**Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.**

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

**The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.**

C. **ASBESTOS REQUIREMENTS:** The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON AND RELATED ACTS (DBRA):**  
The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitted a reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

#### **Required Use of the Labor Compliance Reporting System (LCRS)**

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project.

The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents.

Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

#### **User Responsibilities**

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

#### **Disclaimer of Warranties for LCRS**

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.

- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

- E. **BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.
- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.



- G. **PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

|   |                          |
|---|--------------------------|
| <b>Award Construction Contract by:</b>                | <b>December 31, 2022</b> |
| <b>Submit 50% Reimbursement Request by:</b>           | <b>July 15, 2023</b>     |
| <b>Complete Construction by:</b>                      | <b>November, 2023</b>    |
| <b>Submit 100% Final Reimbursement no later than:</b> | <b>December 31, 2023</b> |

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended.

The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

**The Subrecipient may be subject to decrease and/or recapture of funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact ability to receive future grant awards.**

- H. **REPORTS:** The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Schedule "I" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify the accuracy of the Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They will be used by DHED to assess the Subrecipient's progress in implementing the project.
- I. **USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
- b. The requirements of paragraph (2) of this section are met.

- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property.

The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration or early termination of this Agreement.**

- J. **SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract:

**Section 3 Clause**

- (1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number

and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. **ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD.

Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

## 2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$55,433**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
  - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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**SCHEDULE "I"****MONTHLY REPORT**

|                            |   |
|----------------------------|---|
| <b>Report For:</b>         | Month: _____ Year: _____  |
| <b>Subrecipient Name:</b>  | TOWN OF LAKE PARK   |
| <b>Project Name:</b>       | ILEX PARK - ADA PLAYGROUND EQUIPMENT IMPROVEMENTS FY22-23   |
| <b>Report Prepared By:</b> | <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Name</div> <div>Signature</div> <div>Date</div> </div> |

**BUDGETING AND EXPENDITURE PROJECTIONS**

| MONTH/YR              | OCT 2022 | NOV 2022 | DEC 2022 | JAN 2023 | FEB 2023 | MAR 2023  |
|-----------------------|----------|----------|----------|----------|----------|-----------|
| Projected Expenditure | \$       | \$       | \$       | \$       | \$       | \$        |
| Actual Expenditure    | \$       | \$       | \$       | \$       | \$       | \$        |
| MONTH/YR              | APR 2023 | MAY 2023 | JUN 2023 | JUL 2023 | AUG 2023 | SEPT 2023 |
| Projected Expenditure | \$       | \$       | \$       | \$       | \$       | \$        |
| Actual Expenditure    | \$       | \$       | \$       | \$       | \$       | \$        |

**Amounts Expended this Reporting Period:** CDBG Funds: \$\_\_\_\_\_ Other Funds: \$\_\_\_\_\_

**Amounts Expended to Date:**

| FUNDING SOURCE     | BUDGETED  | EXPENDED | PERCENTAGE |
|--------------------|-----------|----------|------------|
| CDBG Funds:        | \$ 55,433 | \$       | %          |
| Other Funds: _____ | \$        | \$       | %          |
| Other Funds: _____ | \$        | \$       | %          |
| TOTAL:             | \$        | \$       | %          |

Describe any changes in budgeted amounts during this reporting period and the source of funds:

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Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

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**PROJECT ACTIVITIES & SCHEDULE**

Describe your accomplishments and any problems encountered during this reporting period: \_\_\_\_\_

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| PROJECT PERFORMANCE PHASE | DATE |
|---------------------------|------|
| COMPLETE DESIGN           | Date |
| ADVERTISE, ACCEPT BIDS    | Date |
| AWARD CONTRACT            | Date |
| START CONSTRUCTION        | Date |
| SUBMIT 50% REIMBURSEMENT  | Date |
| COMPLETE CONSTRUCTION     | Date |
| SUBMIT 100% REIMBURSEMENT | Date |

Send report to:     Project Coordinator or Bud Cheney,  
                             Department of Housing & Economic Development  
                             100 Australian Avenue, Suite 500  
                             West Palm Beach, FL 33406



## SCHEDULE "II"

### ASBESTOS REQUIREMENTS SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

#### **I. DEFINITIONS**

|         |  |
|---------|--|
| ACM:    | Asbestos Containing Materials                                    |
| AHERA:  | Asbestos Hazard Emergency Response Act                           |
| EPA:    | Environmental Protection Agency                                  |
| FLAC:   | Florida Licensed Asbestos Consultant                             |
| DHED:   | Palm Beach County Department of Housing and Economic Development |
| NESHAP: | National Emission Standards for Hazardous Air Pollutants         |
| NRCA:   | National Roofing Contractors Association                         |
| NVLAP:  | National Voluntary Laboratory Accreditation Program              |
| OSHA:   | Occupational Safety & Health Administration                      |
| PBCAC:  | Palm Beach County Asbestos Coordinator (in Risk Management)      |
| PLM:    | Polarized Light Microscopy                                       |
| RACM:   | Regulated Asbestos Containing Materials                          |
| TEM:    | Transmission Electron Microscopy                                 |

#### **II. ASBESTOS SURVEYS**

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis.

If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:

1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
  - All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

### III. ASBESTOS ABATEMENT

#### A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
  1. An Asbestos Abatement Specification (Work Plan)
  2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Department of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
  - 1. An Asbestos Abatement Specification (Work Plan).
  - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

#### IV. NESHAP NOTIFICATION

##### A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

##### B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

##### C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health  
Asbestos Coordinator  
800 Clematis Street  
Post Office Box 29  
West Palm Beach, Florida 33402

#### V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
  - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
  - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
  - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
  - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
  - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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Office of the  
Town Manager

August 3, 2022

Ms. Tessa Wattley  
Real Estate Contract Analyst  
PBC Department of Housing & Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

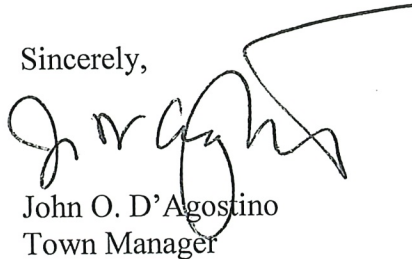
RE: FY 2022-2023 CDBG Signatory Authority

Dear Ms. Wattley:

This letter certifies that the Mayor is authorized to sign on behalf of the Town of Lake Park.

Resolution 43-08-22 provides the source of the Town's acceptance of the FY 2022-2023 CDBG Agreement.

Sincerely,



John O. D'Agostino  
Town Manager

Encl. Resolution 43-08-22

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



## RESOLUTION 43-08-22

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA TO  
AUTHORIZE THE MAYOR TO SIGN A GRANT  
AGREEMENT WITH PALM BEACH COUNTY FOR  
FUNDING THROUGH THE COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM FOR THE PURCHASE OF  
PLAYGROUND EQUIPMENT FOR ILEX PARK**

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

**WHEREAS**, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

**WHEREAS**, Palm Beach County has granted the Town \$55,433 for the purpose of acquiring ADA-compliant playground equipment for Ilex Park; and

**WHEREAS**, it is necessary for the Town of Lake Park to enter into a grant agreement with Palm Beach County for such grant; and

**WHEREAS**, the Town Commission has reviewed the grant agreement and has determined that it is the best interest of the Town to authorize the Mayor to sign the grant agreement.

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

**SECTION 1.** The foregoing recitals are incorporated herein.

**SECTION 2.** The Town Commission hereby authorizes and directs the Mayor to sign the grant agreement with Palm Beach County, a copy of which is attached hereto as Agenda Exhibit A.

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

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

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

The Town Commission thereupon declared the foregoing Resolution No. 43-08-22 duly passed and adopted this 3 day of August, 2022.

TOWN OF LAKE PARK, FLORIDA

**Certification**  
Vivian Mendez Clerk of the Town of Lake Park  
 Florida, do hereby certify that the foregoing is a true and correct copy of  
 the original instrument as contained in the official records of the Town.  
 Witness my hand and the Official Seal of the Town of Lake Park This  
4 day of August, 2022  
Vivian Mendez  
 Town Clerk

BY: [Signature]  
 MICHAEL O'ROURKE  
 MAYOR

ATTEST:  
Vivian Mendez  
 VIVIAN MENDEZ  
 TOWN CLERK

Approved as to form and legal sufficiency:

BY: [Signature]  
 THOMAS J. BAIRD  
 TOWN ATTORNEY



**CERTIFICATE OF COVERAGE****Certificate Holder**

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS  
C/O DEPARTMENT OF HOUSING & ECONOMIC  
DEVELOPMENT  
  
100 AUSTRALIAN AVE, 5TH FLOOR  
WEST PALM BEACH, FL 33406

**Administrator**

Issue Date 7/19/22

Florida League of Cities, Inc.  
Department of Insurance Services  
P.O. Box 538135  
Orlando, Florida 32853-8135

**COVERAGES**

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

**COVERAGE PROVIDED BY:****FLORIDA MUNICIPAL INSURANCE TRUST****AGREEMENT NUMBER:** FMIT 0795**COVERAGE PERIOD:** FROM 10/1/21**COVERAGE PERIOD:** TO 10/1/22 12:01 AM STANDARD TIME**TYPE OF COVERAGE - LIABILITY****General Liability**

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- ☒ Errors and Omissions Liability
- ☒ Employment Practices Liability
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants'/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

**Limits of Liability**

\* Combined Single Limit

Deductible \$25,000

**Automobile Liability**

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

**Limits of Liability**

\* Combined Single Limit

Deductible N/A

**TYPE OF COVERAGE - PROPERTY**

- ☒ **Buildings**
- ☒ Basic Form
- ☒ Special Form
- ☒ **Personal Property**
- ☐ Basic Form
- ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible \$5,000
- ☒ Coinsurance 100%
- ☒ Blanket
- ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value
- ☒ **Miscellaneous**
- ☒ Inland Marine
- ☒ Electronic Data Processing
- ☒ Bond

**Limits of Liability on File with Administrator****TYPE OF COVERAGE - WORKERS' COMPENSATION**

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
- \$1,000,000 Each Accident
- \$1,000,000 By Disease
- \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐ SIR Deductible N/A

**Automobile/Equipment - Deductible**

- ☒ Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      Per Schedule - Miscellaneous Equipment

**Other**

\* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special Items**

RE: Evidence of Insurance

RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**Designated Member**

Town of Lake Park  
535 Park Avenue  
Lake Park FL 33403

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE





## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** February 1, 2023

**Originating Department:** Public Works

**Agenda Title:** 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, DIVISION OF EMERGENCY MANAGEMENT FOR GRANT FUNDS ASSOCIATED WITH HURRICANE IAN.

**Approved by Town Manager:**  **Date:** 01-25-23

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


**Account Number:** N/A **Finance Signature:** \_\_\_\_\_

**Advertised:** N/A

**Date:** N/A **Newspaper:** N/A

**Attachments:** 2. Resolution  
3. Grant Funding Agreement between the Town and FDEM.

**Please initial one:**

\_\_\_\_\_  
 Yes, I have notified everyone

Not applicable in this case

### Summary Explanation/Background:

On or about September 28, 2022, the Mayor declared a State of Emergency in anticipation of the arrival of Hurricane Ian. Following the storm, Damage Assessment teams from the Public Works Department identified that the storm had caused minor, Category B damage.

To help offset the costs associated with removal of storm debris and minor infrastructure and tree damage caused by Hurricane Ian, Town Staff worked with the Town's Emergency Management Consultant to prepare and submit to FEMA a request for Public Assistance funding.

Furthermore, the State of Florida, before dispersing FEMA funding, requires all subgrantees to execute an agreement that governs the use of funding. Such funding is meant to be used only for bona fide disaster-related expenses and reimbursements. This agreement will enable the Town to receive these funds.

As projects are approved by the State and FEMA, the Town may be required to execute amendments to this agreement for each and every project. Therefore, Town Staff expects to receive amendments in the near future which will need to be executed prior to the disbursement of funding. This initial agreement is meant to start the reimbursement process and has been requested by FEMA and the State DEM office.

The Town Manager recommends approval.

**Recommended Motion:**

**I move to adopt Resolution 11-02-23.**

## RESOLUTION 11-02-23

**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, DIVISION OF EMERGENCY MANAGEMENT FOR GRANT FUNDS ASSOCIATED WITH HURRICANE IAN; 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**, as a result of Hurricane Ian in 2022, the Town incurred expenses and damage to property which are eligible for federal grant funding through the state of Florida; and

**WHEREAS**, the Florida Division of Emergency Management (the "Division") has the authority to sub-grant these funds to the Town; and

**WHEREAS**, the Division requires the Town to execute a grant agreement prior to the disbursement of federally funded Hurricane Ian grant funds; and

**WHEREAS**, in order to receive the federally-funded grant funds associated with the amendment, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to execute the grant agreement.

**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 Commission hereby directs that the Town Manager apply for federal funding and authorizes the execution of a grant agreement with the Division.

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



**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

|  |   |
|--|---|
| Subrecipient's name:   | <u>Lake Park, Town Of</u>   |
| Subrecipient's unique entity identifier:   | <u></u>   |
| Federal Award Date:  | <u>9/30/2022</u>  |
| Subaward Period of Performance Start and End Date (Cat A-B):   | <u>Sep 23, 2022- Mar 29, 2023</u>   |
| Subaward Period of Performance Start and End Date (Cat C-G):   | <u>Sep 23, 2022- Mar 29, 2024</u>   |
| Amount of Federal Funds Obligated by this Agreement:   | <u>N/A</u>  |
| Total Amount of Federal Funds Obligated to the Subrecipient<br>by the pass-through entity to include this Agreement: | <u></u>   |
| Total Amount of the Federal Award committed to the Subrecipient<br>by the pass-through entity:                       | <u></u>   |
| Federal award project description (see Federal Funding<br>Accountability and Transparency Act (FFATA):               | <u>Grant for communities to respond to and<br/>recover from major disasters or<br/>emergencies and for limited mitigation<br/>measures.</u> |
| Name of Federal awarding agency:   | <u>Department of Homeland Security (DHS)<br/>Federal Emergency Management Agency<br/>(FEMA)</u>   |
| Name of pass-through entity:   | <u>Florida Division of Emergency<br/>Management (FDEM)</u>  |
| Contact information for the pass-through entity:   | <u>2555 Shumard Oak Blvd.<br/>Tallahassee, FL 32399-2100</u>  |
| Assistance Listing Number (Formerly CFDA Number):  | <u>97.036</u>   |

Assistance Listing Program Title (Formerly CFDA program Title): Lake Park, Town Of

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Lake Park, Town Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Jennifer Stallings  
 Title            Grant Program Manager  
 Bureau of       Recovery  
 Address:       Florida Division of Emergency Management  
                     2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
 Telephone:     (850) 815-4408  
 Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Item 5.

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. 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.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal match shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

#### **(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

#### **(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

#### **(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable law and regulations. Item 5.

### **(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

### **(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

|                | <b>Reporting Time Period</b> | <b>Subrecipient Report Submittal Deadline</b> |
|----------------|------------------------------|---|
| Quarter 1 (Q1) | October 1 – December 31      | January 15                                    |
| Quarter 2 (Q2) | January 1 – March 31         | April 15                                      |
| Quarter 3 (Q3) | April 1 – June 30            | July 15                                       |
| Quarter 4 (Q4) | July 1 – September 30        | October 15                                    |

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

#### **(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

#### **(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### **(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

#### **(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal



funds are received.

Item 5.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Lake Park, Town Of

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

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

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

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Governor's Authorized Representative

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

**Attachment A****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name and Title

**535 Park Avenue**

\_\_\_\_\_  
Street Address

**Lake Park, FL, 33403**

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Lake Park, Town Of**

\_\_\_\_\_  
Subrecipient's Name

**Z3212**

\_\_\_\_\_  
DEM Contract Number

## SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Contact"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3: "Alternate Contact"** – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other"** (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Lake Park, Town Of

**Box 1: Authorized Agent (Full Access)**

|                                  |
|----------------------------------|
| Name                             |
| Signature                        |
| Organization / Official Position |
| Mailing Address                  |
| City, State, Zip                 |
| Daytime Telephone                |
| E-mail Address                   |

**Box 2: Primary Contact (Full Access)**

|                                  |
|----------------------------------|
| Name                             |
| Signature                        |
| Organization / Official Position |
| Mailing Address                  |
| City, State, Zip                 |
| Daytime Telephone                |
| E-mail Address                   |

**Box 3: Alternate Contact (Full Access)**

|                                  |
|----------------------------------|
| Name                             |
| Signature                        |
| Organization / Official Position |
| Mailing Address                  |
| City, State, Zip                 |
| Daytime Telephone                |
| E-mail Address                   |

**Box 4: Other-Finance/Point of Contact (Full Access)**

|                                  |
|----------------------------------|
| Name                             |
| Signature                        |
| Organization / Official Position |
| Mailing Address                  |
| City, State, Zip                 |
| Daytime Telephone                |
| E-mail Address                   |

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

|                                  |
|----------------------------------|
| Name                             |
| Signature                        |
| Organization / Official Position |
| Mailing Address                  |
| City, State, Zip                 |
| Daytime Telephone                |
| E-mail Address                   |

**Box 6: Other-Environmental-Historic (Full Access)**

|                                  |
|----------------------------------|
| Name                             |
| Signature                        |
| Organization / Official Position |
| Mailing Address                  |
| City, State, Zip                 |
| Daytime Telephone                |
| E-mail Address                   |

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Lake Park, Town Of**Date:****Box 7: Other** (Read Only Access)**Box 8: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

**Box 9: Other** (Read Only Access)**Box 10: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

**Box 11: Other** (Read Only Access)**Box 12: Other** (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:****Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000355

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 099-38600-00



**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
 Signature of Subrecipient/contractor's Authorized Official

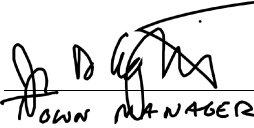
\_\_\_\_\_  
 Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
 Date



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** February 1, 2023  
**Originating Department:** Special Events  
**Agenda Title:** Centennial Commemorative Book Agreement  
**Approved by Town Manager:**  **Date:** 01-26-23

**Cost of Item:** \$28,425.00 **Funding Source:** FY 2022-2023 Budget  
**Account Number:** 600-48058 **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o=gov, email=jduvall@lakeparkflorida.gov, c=US  
Date: 2023.01.26 13:48:48 -0500

**Advertised:**  
**Date:** 11/18/22 **Newspaper:** \_\_\_\_\_

**Attachments:** RFQ 119-2022  
Star Group International Proposal and Agreement

**Please initial one:**  
☒ Yes I have notified everyone  
☐ Not applicable in this case

#### Summary Explanation/Background:

The Special Events Department published RFQ 119-2022 for the Centennial Commemorative Book on November 18, 2022. At the submittal deadline line on Friday, December 2, 2022, one proposal was submitted by StarGroup International, Inc. The Special Events Department proposes to move forward with Star Group International as the publisher of the Centennial Commemorative Book. The Centennial Commemorative Book will be unveiled at the Centennial Gala on Saturday, October 14, 2023.

**Recommended Motion:** I move to authorize the Town Manager to sign an agreement with StarGroup International to publish the Town's Centennial Commemorative Book.

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH STARGROUP INTERNATIONAL TO DEVELOP, EDIT AND PUBLISH A CENTENNIAL COMMEMORATIVE BOOK IN HONOR OF THE TOWN'S 100<sup>TH</sup> ANNIVERSARY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town is celebrating its 100<sup>th</sup> Anniversary throughout 2023; and

**WHEREAS**, the Town has developed plans and specifications for the Centennial Commemorative Book; and

**WHEREAS**, on November 18, 2022, the Town solicited publishers to develop, edit and publish the Centennial Commemorative Book, via a Request for Qualifications; and

**WHEREAS**, the Town received one response from its Request for Proposal and has determined that the proposal was responsible and responsive in response to its solicitation; and

**WHEREAS**, the Town staff has determined that the proposal submitted by StarGroup International is the best option and lowest total cost to provide the specified Centennial Commemorative Book; and

**WHEREAS**, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into an agreement with StarGroup International to publish the Centennial Commemorative Book

**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 Town Manager is hereby authorized and directed to execute the contract with StarGroup International to publish a Centennial Commemorative Book, which is attached hereto and incorporated by reference herein.

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

# Agreement

Retail Price: \$25.00

Date: January 19, 2022

CUSTOM BOOKS • PUBLIC RELATIONS • MARKETING

## Book Project: Lake Park Centennial Book (Case WRAP & 80# text)

### Book Production:

- Copies Below
  - Size 8" x 8"
  - Extent 96 pages/ color throughout
  - Text **80# white coated matte**
  - Ends Offset white, no printing
  - Case **Hard cover, full color wrap**
  
  - Binding Case Bound, adhesive
  - Services *Total Turnkey Project: concept development, edit, design interior and cover, printing, shipping, copyright, ISBN assignment, bar code and Library of Congress registration (2 author alterations)*
  - Shipping Included to Lake Park, FL
  -
- Terms:** 1/3 payment upon acceptance  
1/3 payment upon first approval of initial design  
1/3 payment with final approval prior to printing

|                        | <i>Copies</i>  | <i>500</i>         | <i>1,000</i>       |
|------------------------|--|--------------------|--------------------|
|                        | <b>Total Cost</b>  | <b>\$28,425.00</b> | <b>\$31,850.00</b> |
|                        | <b>Per unit cost</b>   | \$56.85            | \$31.86            |
| <b>Acceptance:</b>     | <b>Phase I</b>   | \$9,475.00         | \$10,617.00        |
| <b>First Approval:</b> | <b>Phase II:</b><br>Initial page design, layout, cover design  | \$9,475.00         | \$10,617.00        |
| <b>Final Approval:</b> | <b>Phase III :</b><br>All final approvals, final editing and proof reading, film output, ISBN, Library of Congress registration, copyright and barcode. Final payment due prior to printing. | \$9,475.00         | \$10,617.00        |

**Pricing valid for 30 days**

Initial\_\_\_\_\_

COMMUNICATION SPECIALISTS

1194 OLD DIXIE HIGHWAY • SUITE 7 • WEST PALM BEACH, FLORIDA 33403  
brenda@stargroupinternational.com • www.stargroupinternational.com

561.547.0667

**NOTE: This proposal reflects a change in paper weight and case wrap or dust jacket**

The production of this project will be completed within 4-5months, unless mutually agreed upon. Turnaround time for the printer will depend upon printer scheduling and the needed timeline for Lake Park. Work that is completed within each phase will be considered final work-for-hire, and non-refundable.

Any disputes that may arise under this Agreement will be resolved through arbitration, conducted in West Palm Beach with the prevailing party entitled to recover reasonable legal fees and costs.

In the unlikely event that there are any Under runs or Over runs, resulting from the printer, over runs will be owned and paid for by StarGroup. Under runs will be credited to client.

This contract includes two (2) client/writer meetings, and two (2) author changes. Additional meetings and/or changes will incur additional charges.

**Commitment and first deposit must be made before the end of the December for StarGroup to sign agreement and deposit with printer to hold pricing and start ordering materials for the project.**

Due to the timing of this project, StarGroup will need ALL text and images from Lake Park by the end of January or sooner to begin the design process.

Design and planning session with Lake Park and StarGroup associates will take place immediately after commitment and deposit has been received, to establish what materials (text, visuals, files) will be needed from Lake Park for StarGroup to establish the design process.

***Agreed:***

\_\_\_\_\_  
Brenda Star,  
President StarGroup International

\_\_\_\_\_  
Lake Park

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

## COMMUNICATION SPECIALISTS

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brenda@stargroupinternational.com • www.stargroupinternational.com

561.547.0667

## Book Proposal

Retail Price: \$25.00

Date: November 29, 2022

### Book Project: Lake Park Centennial Book Proposal (Case WRAP & 80# text)

#### Book Production:

- Copies Below
  - Size 8" x 8"
  - Extent 96 pages/ color throughout
  - Text **80# white coated matte**
  - Ends Offset white, no printing
  - Case **Hard cover, full color wrap**
  
  - Binding Case Bound, adhesive
  - Services *Total Turnkey Project: concept development, edit, design interior and cover, printing, shipping, copyright, ISBN assignment, bar code and Library of Congress registration (2 author alterations)*
  - Shipping Included to Lake Park, FL
  -
- Terms:** 1/3 payment upon acceptance  
 1/3 payment upon first approval of initial design  
 1/3 payment with final approval prior to printing

|                        | <i>Copies</i>  | <i>500</i>         | <i>1,000</i>       |
|------------------------|--|--------------------|--------------------|
|                        | <b>Total Cost</b>  | <b>\$28,425.00</b> | <b>\$31,850.00</b> |
|                        | <b>Per unit cost</b>   | \$56.85            | \$31.86            |
| <b>Acceptance:</b>     | <b>Phase I</b>   | \$9,475.00         | \$10,617.00        |
| <b>First Approval:</b> | <b>Phase II:</b><br>Initial page design, layout, cover design  | \$9,475.00         | \$10,617.00        |
| <b>Final Approval:</b> | <b>Phase III :</b><br>All final approvals, final editing and proof reading, film output, ISBN, Library of Congress registration, copyright and barcode. Final payment due prior to printing. | \$9,475.00         | \$10,617.00        |

**Pricing valid for 30 days**

Initial\_\_\_\_\_

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 brenda@stargroupinternational.com • www.stargroupinternational.com

561.547.0667



**NOTE: This proposal reflects a change in paper weight and case wrap or dust jacket**

The production of this project will be completed within 4-5months, unless mutually agreed upon. Turnaround time for the printer will depend upon printer scheduling and the needed timeline for Lake Park. Work that is completed within each phase will be considered final work-for-hire, and non-refundable.

Any disputes that may arise under this Agreement will be resolved through arbitration, conducted in West Palm Beach with the prevailing party entitled to recover reasonable legal fees and costs.

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Design and planning session with Lake Park and StarGroup associates will take place immediately after commitment and deposit has been received, to establish what materials (text, visuals, files) will be needed from Lake Park for StarGroup to establish the design process.

**Agreed:**

\_\_\_\_\_  
Brenda Star,  
President StarGroup International

\_\_\_\_\_  
Lake Park

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

## COMMUNICATION SPECIALISTS

1194 OLD DIXIE HIGHWAY • SUITE 7 • WEST PALM BEACH, FLORIDA 33403  
brenda@stargroupinternational.com • www.stargroupinternational.com

561.547.0667



**TOWN OF LAKE PARK  
SPECIAL EVENTS DEPARTMENT  
REQUEST FOR QUOTES 119-2022  
CENTENNIAL CELEBRATION COMMEMORATIVE BOOK**

The Town of Lake Park is seeking a qualified and experienced company to create and publish our Centennial Celebration Commemorative Book. The Town is celebrating its 100<sup>th</sup> year anniversary in 2023 and is looking for a company to create an 8x8, 96-page, hardcover commemorative book in honor of the Town's centennial. The book will include interesting history, photographs and documents from the Town of Lake Park's 100-year history, beginning with its inception by Harry S. Kelsey. **Quotes shall include pricing for 500 copies and 1,000 copies.** The total turnkey project shall include:

- Concept Development
- Editing
- Proofing
- Interior and Cover Design
- Printing
- Shipping
- Copyright
- ISBN Assignment
- Bar Code
- Library of Congress Registration

The complete production of this project shall be completed by August 1, 2023, with all copies delivered to the Town of Lake Park.

Award of contract will be based on the lowest responsive bid.

Quotes must be clearly marked "Centennial Celebration Commemorative Book" with the Offeror's name, and address listed, and be delivered to the Special Events Department at 535 Park Avenue, Lake Park, Florida 33403 or emailed to [specialevents@lakeparkflorida.gov](mailto:specialevents@lakeparkflorida.gov). The deadline for submission of Bids is Friday, December 2, 2022 at 2:30 P.M.

Late quotes or quotes delivered to any other office other than the Special Events Department will not be accepted and will be returned to sender.

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

The Town of Lake Park reserves the right to accept or reject any or all quotes, 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 interest of the Town. All proposed quotes shall be guaranteed firm for 90 calendar days from December 2, 2022.

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

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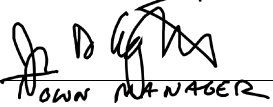
Vivian Mendez, MMC  
Town Clerk  
TOWN OF LAKE PARK, FLORIDA  
Published on: November 18, 2022



## Town of Lake Park Town Commission

### Agenda Request Form

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**Meeting Date:** February 1, 2023  
**Originating Department:** Town Clerk  
**Agenda Title:** January 18, 2023 Regular Commission Meeting Minutes  
**Approved by Town Manager:**  **Date:** 01-25-23

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**Cost of Item:** \$0.00 **Funding Source:** \_\_\_\_\_  
**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Newspaper:** \_\_\_\_\_

**Attachments:** Minutes, Exhibit A  
 \_\_\_\_\_

**Please initial one:**  
 S.E. Yes I have notified everyone  
 \_\_\_\_\_ Not applicable in this case

### Recommended Motion:

I move to approve the January 18, 2023 Regular Commission Meeting Minutes.



## Lake Park Town Commission, Florida

### Regular Commission Meeting

Wednesday, January 18, 2023 at 6:30 PM

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

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

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*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:

7:09 P.M.

#### PLEDGE OF ALLEGIANCE:

Commissioner Linden

#### SPECIAL PRESENTATION/REPORT:

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.*

James Sullivan made comments regarding the benefits of tomato cultivation and farming techniques.

#### 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.*

1. January 4, 2023 Regular Commission Meeting Minutes
2. Resolution 07-01-23

RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY TO EXTEND THE DATE OF THE “AWARD CONSTRUCTION CONTRACT BY” FOR THE WEST ILEX PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT.

3. Resolution 08-01-23

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CROWN CASTLE SOUTH LLC, FOR THE LEASING OF CERTAIN PORTIONS OF THE TOWN’S PROPERTY LOCATED AT 700 SIXTH STREET.

Motion made to approve Consent Agenda by Commissioner Michaud, Seconded by Commissioner Linden.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Taylor

**BOARD MEMBER NOMINATION:** None

**QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):** None

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**

4. Ordinance 03-2023 Little Free Library Regulations.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 TO BE ENTITLED “LITTLE FREE LIBRARY BOOK DISPENSARIES” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Anders Viane announced a possible modification to section (f) of the Ordinance to read “lines adjacent to the street” for clarification. Commissioner Linden questioned when the application would become available. Town Planner Viane explained that the application for installation would be created after final approval of the Ordinance. Library Director Judith

Cooper announced the ongoing development of policies and procedures for the application; she anticipated completion of the application within a few months.

Motion made to approve Ordinance 03-2023 on first reading by Commissioner Michaud,  
Seconded by Commissioner Linden.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Taylor  
Town Attorney Baird read the Ordinance by title.

## **PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**

### 5. Ordinance 01-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, III AND V OF CHAPTER 24, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT AND AMENDMENTS TO CERTAIN PROCEDURES AND POLICIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D'Agostino explained the item.

#### Public Comment:

Mr. Bob Jaffe, President of the Condo Association at 501 Lake Shore Drive made comments regarding the recent increases to the cost of living (e.g. Home Owners Association, Insurance) and Sanitation Fees. He announced the increase of sanitation fees would be an additional financial burden for residents and the Condo Association should not be recognized as a Commercial Residential property for sanitation purposes.

Mr. Gary Runge, 501 Lake Shore Drive, announced the Condo Association was a Non-Profit Organization and currently paying \$175.00 annually per unit for sanitation. He compared centralized sanitation collection for 48 Condo Units to collection for 48 Single Family Homes.

Commissioner Linden suggested postponing approval of the ordinance pending the anticipated rate analysis. Commissioner Michaud announced that the approval of the ordinance would approve the verbiage, not fees. Town Manager D'Agostino explained the difference in services provided for 96-gallon waste containers as opposed to dumpsters. He also announced the increase of fees per the Solid Waste Authority. Vice-Mayor Glas-Castro suggested consideration for senior condominiums, in theory they may produce less waste than multi-family rental apartment complexes.



Mr. Dwayne Bell Sr., Public Works Operations Manager explained the current rates for properties with five or more units generate more waste than single-family properties. He explained that specialized equipment is required for waste collection for properties with five or more units; and industry standards suggests commercial dumpster service. He reiterated Ordinance 01-2023 proposed text modifications, rates were not included.

Motion made to approve Ordinance 01-2023 on second reading by Commissioner Michaud,  
Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro

Voting Nay: Commissioner Linden

Town Attorney Baird read the Ordinance by title.

6. Ordinance 02-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 67, BY CREATING NEW ARTICLE VIII, TO BE ENTITLED “MOBILITY PLAN & MOBILITY FEES”; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR IMPOSITION OF A FEE SCHEDULE; PROVIDING FOR A PROCESS FOR THE REVIEW OF ALTERNATIVE & SPECIAL FEE DETERMINATIONS, CREDITS; PROVIDING FOR THE ESTABLISHMENT OF MOBILITY FEE BENEFIT DISTRICTS, FUND ACCOUNTS, EXPENDITURES, REFUNDS; PROVIDING FOR REQUIREMENTS FOR ANNUAL REPORTING, REVIEWS AND UPDATES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

Town Manager D’Agostino explained the item.

Commissioner Linden expressed disappointment and announced that he did not receive the mobility fee comparison that he requested at the January 4, 2023 Regular Commission Meeting. Uyen Dang, Mobility Cohort announced that the requested information was presented to staff and included in the Agenda Packet. Community Development Director Nadia DiTommaso announced there were separate pieces of information included in the publication of the Agenda Packet: Town of Lake Park Mobility Fee Comparison, Mobility Fee Comparison Example, and Existing Mobility Fees and Similar Programs in Florida. Town Manager D’Agostino directed Commissioner Linden to pages 245-247 of the Agenda Packet. Ms. Dang presented to the Commission.

Motion made to approve Ordinance 02-2023 on second reading by Commissioner Michaud,  
 Seconded by Commissioner Taylor.  
 Voting Yea: Vice-Mayor Glas-Castro, Commissioner Linden  
 Town Attorney Baird read the Ordinance by title.

**OLD BUSINESS:** None

**NEW BUSINESS:**

7. REQUEST TO AUTHORIZE THE TOWN MANAGER TO ENCUMBER AND EXPEND ENTERPRISE FUNDING ASSOCIATED WITH THE SANITATION FUND AND THE STORMWATER FUND AND APPROVE TWO PROPOSALS FROM RAFTELIS FINANCIAL CONSULTANTS, INC., (CONSULTANT) FOR THE PROVISION OF UTILITY RATE AND FINANCIAL CONSULTING SERVICES, PER THE PRICING, TERMS, AND CONDITIONS OF MARTIN COUNTY/CONSULTANT'S AGREEMENT NO. RFP2021-3343 (COOPERATIVE PURCHASE).

Town Manager D'Agostino explained the item.

Public Works Operations Manager Bell presented to the Commission.

Motion made to authorize the Town Manager to encumber and expend enterprise funding associated with the sanitation fund and the stormwater fund and approve two (2) proposals from Raftelis Financial Consultants, Inc., for the provision of utility rate and financial consulting services by Commissioner Michaud, Seconded by Commissioner Taylor.  
 Voting Yea: Vice-Mayor Glas-Castro, Commissioner Linden

**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.*

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

Town Attorney Baird had no comments.

Town Manager D'Agostino announced the comments within Exhibit "A". Per Consensus, the Commission authorized a Proclamation to designate March 2023 as Irish American Heritage Month.

Commissioner Linden announced that Ms. Sara Hoyle would sing the Kelsey City song at the Centennial Kickoff Concert. He announced the upcoming Rust Market on Saturday, January 21, 2023, 9 a.m.-2 p.m.

Commissioner Michaud announced his participation in the City of Riviera Beach Dr. Martin Luther King, Jr. parade. He announced his attendance at a recent Business at Breakfast Meeting. He announced the need

for stop signs and or speedbumps along Crescent Drive (Sabal Palm, Redwood and Teak). Town Manager D'Agostino suggested a meeting with Captain Gendreau for further discussion. Commissioner Linden agreed that stops signs/ traffic control was necessary. Commissioner Taylor suggested erecting stop signs along Park Avenue, specifically at School Crossings.

Commissioner Taylor suggested providing centennial logo flags to residents to celebrate the Towns' centennial.

Vice-Mayor Glas-Castro had no comments.

**REQUEST FOR FUTURE AGENDA ITEMS:** None

**FUTURE MEETING DATE:** February 1, 2023

**ADJOURNMENT:**

There being no further business to come before the Commission and by unanimous vote, the meeting adjourned at 8:36 p.m.

---

Vice-Mayor Glas-Castro

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Town Clerk, Vivian Mendez, MMC

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Deputy Town Clerk, Shaquita Edwards, MPA, MMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2023



## TOWN MANAGER COMMENTS

Item 7.

### TOWN COMMISSION MEETING Wednesday, January 18, 2023

#### COMMUNITY DEVELOPMENT

**LAKE PARK DEVELOPMENT PROJECTS MAP** is enclosed and has been prepared by the Community Development Department. It highlights all the 'larger' projects the Department is currently working on, in various stages. Buffer zones to a future train station are also illustrated. While some projects have not yet received required approvals and necessitate further discussion, this provides an overview of the activity the Town is experiencing from a larger development/initiative perspective, and this is in addition to other public property initiatives and smaller development projects, for which there are many as well.

**UPDATED BERT BOSTROM MASTER PLAN SCHEDULE:** As a follow-up to the comment provided at the last Commission meeting, Staff has been discussing the master planning of Bert Bostrom Park as it relates to the underground chambers initiative underway and the opportunity to implement a community center and sports/recreational options throughout the park area. Staff intends on engaging the community for initial input and will provide visual plans with some preliminary ideas for discussion. Two public workshops (led by Staff) are anticipated. One on **Saturday, April 1 from 10 a.m.-12 p.m.** at Town Hall and a second on **Saturday, June 10 from 10 a.m.-12 p.m.** at Town Hall (the first will gather ideas so that a design can be worked on and then presented for final community feedback). Staff will be working through the additional details in the next few months. Postcard invitations with the workshop dates and a QR code directing the community to an informational page and survey will be mailed town-wide (and posted on all our media outlets). The Town Commission, P&Z Board and Tree Board are invited to participate in the public workshops. Results of the public input and next steps will then be presented. Consultant design services will also be required to then formalize a master plan that can then be implemented contingent on available funding (and an award of this contract, after proper solicitation, will be brought forward to the Town Commission).

#### HUMAN RESOURCES

##### Town Job Openings

The Town of Lake Park is seeking qualified individuals to fill the following job openings in the Town's Public Works Department:

**Maintenance Worker** – Among the requirements for this position are a High school diploma or equivalent required plus a minimum of three (3) years of related experience. Must have the ability to obtain a valid Florida Class B Commercial Driver's License within

six (6) months from date of employment and have not lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had an adjudication withheld of three or more moving violations in the previous 36-month period. Pay range \$15.90 to \$23.40 per hour. Excellent benefits. **Deadline for Receipt of Applications: 5:00 p.m. on January 27, 2023.**

**Sanitation Truck Operator II** - A minimum of two (2) years of relevant experience and a valid Florida Class B Commercial Driver's License are required. Have not lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had an adjudication withheld of three or more moving violations in the previous 36-month period. Pay range: \$18.21 to \$28.22 per hour. Starting rate dependent upon qualifications. Excellent benefits. **Deadline for Receipt of Applications: 5:00 p.m. on January 30, 2023.**

To view the complete job postings for the above positions or to download an employment application, please visit the Town's official website at [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov). For additional information please contact the Town's Human Resources Department at 561-881-3300 Option 8.

## **PUBLIC WORKS**

The Department of Public Works is excited to announce that on **Thursday, March 2nd, 2023, from 6:00 p.m. to 8:00 p.m.**, a **Stakeholders Meeting** will take place to present a design progress update on the proposed **Streetscape and Landscape Improvements for 10th Street (between Park Avenue and Northern Drive) and Park Avenue (Between 7th and 10th Street)**. The location for this event is the Commission Chambers at the Town Hall. During this event, we welcome members of the public to provide comments and ask questions regarding planned design and implementation timeline for this Community Redevelopment Agency (CRA) project. Finally, a direct mailer related to this event will be sent to all Town addresses and additional project information is available on the Town's Website by searching for keyword: "**Capital Projects**" or by contacting the Department of Public Works at 561-881-3345 or email [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov).

## **SPECIAL EVENTS**

### **Centennial Kickoff Concert**

Join the Town of Lake Park for the first official event honoring our CENTENNIAL! Lake Park will officially turn 100 in November 2023, but we're celebrating our birthday all year long! Our Centennial Kickoff Concert will be held **Friday, January 27<sup>th</sup>, 6 p.m.-9 p.m.** at the Lake Park Harbor Marina. The event will feature Essence of Motown, bringing the excitement, dance and harmonies of the Motown sound, and so much more to the stage. There will also be food vendors, arts and crafts vendors and raffle prizes! Parking and admission are FREE! For more information please contact the Special Events Department at 561-840-0160

### **Bathroom Closure at Lake Shore and Kelsey Parks**

Item 7.

The weekend, the bathrooms were closed to the public, and the comments made at the Commission meeting from residents require a public response. The bathroom closure was due to a communication issue which has been corrected. Currently, Public Works opens the bathrooms around 7:00 p.m. Monday through Friday. On weekends, and according to the union contract, when a union employee is called in, there is a two-hour minimum call back. Obviously, this callback becomes costly to the Town. We are working out a language change in the current agreement for security services with the Lake Park Harbor Marina. Presently, the security firm closes the bathrooms at 10:00 p.m. We will be amending the contract to require the security firm to open the bathrooms in the two parks before the end of their respective shifts, Monday through Sunday. We will pay a flat fee for this service reducing the two-hour minimum, especially on the weekends.

### **TOWN COMMISSION CONSENSUS**

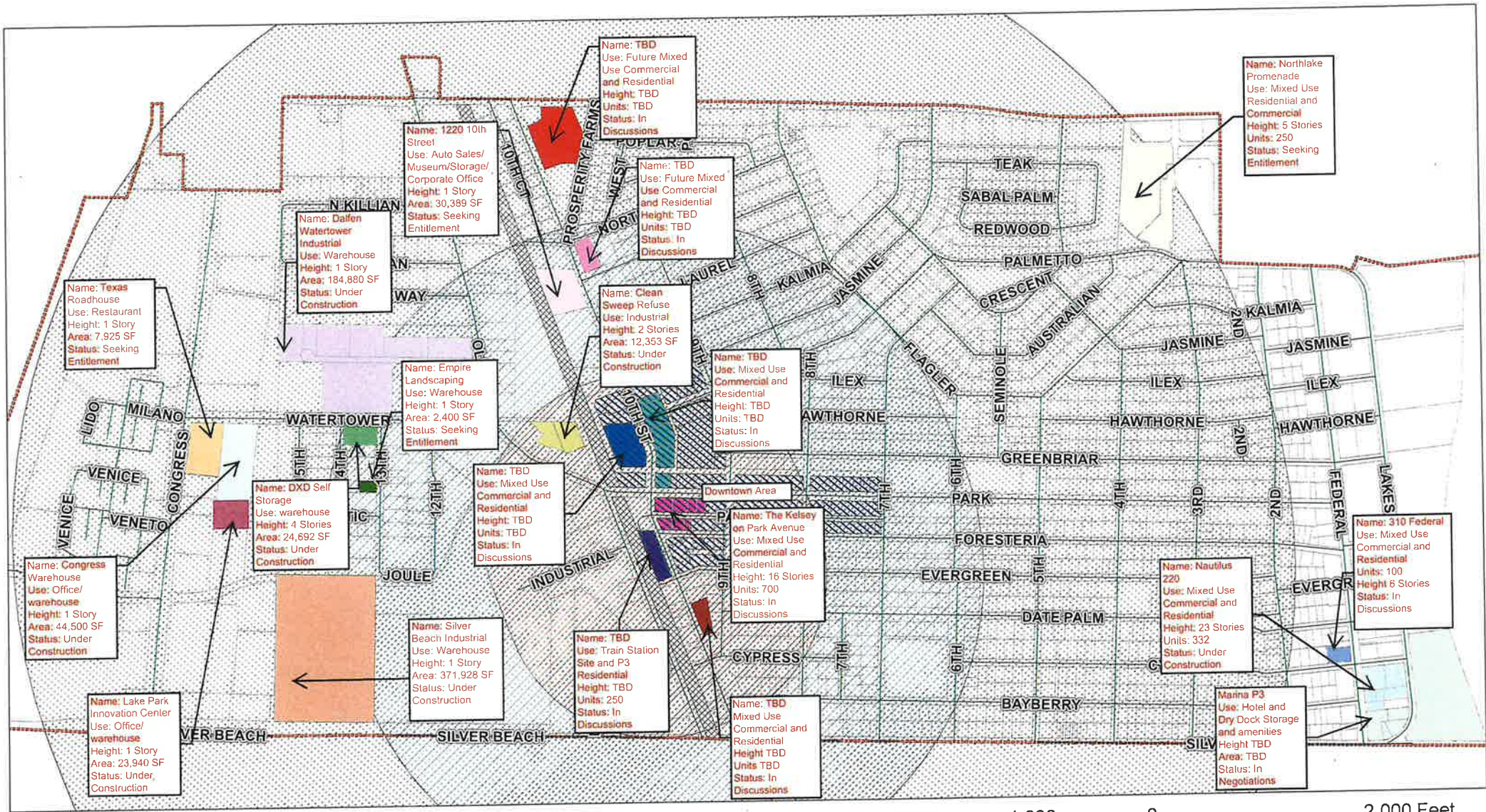
The Florida Ancient Order of Hibernians are requesting a Proclamation to designate March 2023 as Irish American Heritage Month. The Florida Irish American community will be celebrating their Irish heritage and their valuable contribution as Irish Americans during the month of March. This item is being brought to the Town Commission to consider a Proclamation on a future Town Commission Meeting agenda.



# Lake Park Development Projects

In various stages as noted.

Item 7.



## Legend

- Downtown Core (PADD Zone)
- Residential Multifamily Project (Forthcoming)
- Lake Park Marina P3 Site
- Lake Park Innovation Center
- TOWN BOUNDARY
- FEC Railway Corridor
- 1220 10th Street Redevelopment (Seeking Entitlement)
- Northlake Promenade Apartments (Seeking Entitlement)
- Texas Roadhouse (Seeking Entitlement)

- Empire Landscape (Seeking Entitlement)
- The Kelsey on Park Avenue (Seeking Entitlement)
- Clean Sweep Refuse (Under Construction)
- Congress Avenue Warehouse (Under Construction)
- DXD Self Storage (Under Construction)
- Silver Beach Industrial (Under Construction)
- Dallen Industrial (Under Construction)
- Nautilus 220 (Under Construction)
- Oceana Coffee (Under Construction)

- MU Project (Forthcoming)
- MU Project (Forthcoming)
- MU Project (Forthcoming)
- MU Project (Forthcoming)
- 25 Mile Buffer (1,320 feet)
- .5 Mile Buffer (2,640 feet)
- 1 Mile Buffer (5,280 feet)

2,000 1,000 0 2,000 Feet



Nadia Di Tommaso - Director  
Community Development Department  
Town of Lake Park  
535 Park Ave, Lake Park, FL 33403  
561-881-3319 561-881-3323 (fax)  
nditommaso@lakeparkflorida.gov





Town of Lake Park

Item 7.

# Centennial Kickoff Concert

Featuring  
**Essence of Motown**



Live Entertainment, Food Vendors, Arts & Crafts Vendors, Raffle Prizes

**Friday, January 27, 2023**  
**6:00 PM - 9:00 PM**  
**Lake Park Harbor Marina**  
**105 Lake Shore Drive**  
**Lake Park, FL 33403**



For more information call 561-840-0160 or  
email [specialevents@lakeparkflorida.gov](mailto:specialevents@lakeparkflorida.gov)





Ancient Order of  
**HIBERNIANS**  
Irish · Catholic · American

Item 7.

Office of the Florida State Secretary

**Greg Seán Canning**

*Gríoghár Seán Ó Canannáin*

*Past Florida State President and National Director*

10 January 2023

Mayor Michael O'Rourke  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, FL 33403-2603

Dear Mayor Michael O'Rourke,

Once again, Florida's Irish American community will be celebrating its Irish heritage during the month of March. Ever since the military governorship of Irish American Andrew Jackson, Irish Americans in Florida have provided leadership and service to their state, counties, and local communities. Irish Floridians can look back with pride on the legacy of their Irish forebears, who have contributed significantly to education, business, sports, literature, science, engineering, medicine, science and the arts. Today, we continue to recognize and honor the service of our current State, County and Town/City Council leaders and the contributions of fellow Irish Floridians.

In the past, March has been designated "Irish American Heritage Month" throughout the United States to coincide with the celebration of St. Patrick's Day on the 17<sup>th</sup>. Across the State of Florida, the Ancient Order of Hibernians and other Irish organizations will be conducting parades, celebrations, and cultural events.

The Florida Ancient Order of Hibernians respectfully requests that your office issue a Proclamation designating March 2023 as "Irish American Heritage Month" in recognition of the long history of Irish American contributions to the State of Florida. To assist you in this request, I have taken the liberty of providing a few "WHEREAS" for your consideration and possible use.

On behalf of the Ancient Order of Hibernians in America, I would like to thank you for your kind consideration of this request. Should you have any questions or need additional information, please do not hesitate to contact me.

In Friendship, Unity, & Christian Charity,

Greg Seán Canning

AOH Florida State Secretary

Past Florida State President and National Director



Greg Seán Canning, FL AOH State Secretary, 4530 Caladium Ct., Kissimmee, FL 34758-2156  
Hm Ph (407) 350-4205 Cell Ph (201) 787-6650 [Grioghar@mac.com](mailto:Grioghar@mac.com)  
The Florida State Board of The Ancient Order of Hibernians: <http://www.aohflorida.org>



## Suggested “WHEREAS” for Irish American Heritage Month

**WHEREAS**, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America’s War for Independence; and

**WHEREAS**, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

**WHEREAS**, Irish Americans helped to fashion a system of government for our young Nation; and

**WHEREAS**, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

**WHEREAS**, in 1792 Irish born James Hoban provided the architectural plans for the the White House and served as one of the supervising architects for the construction of the Capitol; and

**WHEREAS**, Irish born Commodore John Barry was recognized by the United States Congress in September of 2002 as the “First Flag Officer of the United States Navy”; and

**WHEREAS**, Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and

**WHEREAS**, in 1813, Captain Oliver Perry, An Irish American, achieved a major naval victory in the Battle of Lake Erie; and

**WHEREAS**, in 1942, the 5 Sullivan brothers made the ultimate sacrifice for democracy and freedom during the Naval Battle of Guadalcanal and later had the Destroyer USS Sullivan commissioned in their memory; and

**WHEREAS**, the Irish first came to Spanish “*La Florida*” in the 1500s - first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators; and

**WHEREAS**, three of the Spanish Governors of “*La Florida*” were actually Irish military officers; and

**WHEREAS**, Fr. Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of “*La Florida*,” established the first public school in America and opened it to both boys and girls of all races; and

**WHEREAS**, Andrew Jackson, whose family came from County Antrim, served as Florida’s military governor following its acquisition by the United States; and

**WHEREAS**, Irish Americans, since America’s inception, have provided and continue to provide leadership and service to this nation’s political, business and religious establishments; and

**WHEREAS**, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

①

MEETING DATE: 1/18/2023

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

Name: JAMES GULLIVAN  
Address: 348 FLAGLER BLVD

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

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

I would like to make comments on the following Non-Agenda Item(s):  
TOMATOES AND REQ TO REQUIRE HABS TO PERMIT  
2 PER APARTMENT IN SUITABLE POTS

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

Item 7.



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item #5

(2)

MEETING DATE: 1/18/23

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

Name: Bob Tafae  
Address: 301 Lake Shore Drive Unit 705

If you are interested in receiving Town information through Email, please  
provide your E-mail address: NYCNYUSA2003@yahoo.com

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

Solo Wake Changes

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

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

Item 7.





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 1/18/23

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

Name: GARY RUTKE

Address: 501 LAKE FORE DR, LAKE PARK FL

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

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

Proposed update to Solid Waste Ordinance

I would like to make comments on the following Non-Agenda Item(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## Town of Lake Park Town Commission

### Agenda Request Form

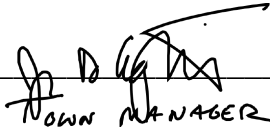
**Meeting Date:** February 1, 2023

**Agenda Item No.**

**Agenda Title:** AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 TO BE ENTITLED "LITTLE FREE LIBRARY BOOK DISPENSARIES" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

|   |  |
|---|--|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS<br><input type="checkbox"/> BOARD APPOINTMENT<br><input checked="" type="checkbox"/> <b>ORDINANCE ON 2nd READING</b><br><input type="checkbox"/> NEW BUSINESS<br><input type="checkbox"/> OTHER | <input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> OLD BUSINESS |
|---|--|

**Approved by Town Manager**

  
 TOWN MANAGER

**Date:** 01-25-23

**Anders Viane / Planner**

Name/Title

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br><br>Community Development                               | Costs: \$ Legal Review<br>Funding Source: Legal<br>Acct: #108<br><input type="checkbox"/> Finance  | <b>Attachments:</b><br><br>→ Ordinance __-2023   |
| <b>Advertised:</b><br>Date:<br>Paper:<br><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<br>Not applicable in this case <u>AV</u><br><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

This item has been developed as a result of several meetings between Town Staff, including the Community Development Department, Public Works, the Town Manager's Office, and the Lake Park Library. The purpose of this item is to create accompanying development guidelines for the Lake Park Library's Little Free Library Program for Community Development to implement as the Little Free Library Program comes online throughout the Town. The regulations are designed to ensure that the Little Free Library book dispensary boxes are installed in accordance with the Town of Lake Park zoning code and general best practices for safety and maintenance. Per the guidance of our legal counsel, the proposed ordinance is designed to codify the minimum

necessary for the administration of the program as it pertains to the Community Development Department while allowing the Lake Park Library to retain flexibility and primary control over the program and the particularities of its administration. Since first reading, additional language has been added further clarifying that the Little Free Library book dispensaries must be placed along rights of way and that additional standards for maintenance shall be established in the library's application process.

**Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. \_\_-2023 on first reading.**

## ORDINANCE 03-2023

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 TO BE ENTITLED “LITTLE FREE LIBRARY BOOK DISPENSARIES” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Chapter 78, of the Town’s Code of Ordinances (Code) regulates through its Zoning Code the location of uses within the Town; and

**WHEREAS**, Article V, of the Town’s Code of Ordinances sets forth certain supplementary regulations that are permitted in the zoning districts; and

**WHEREAS**, the Community Development Director has recommended that the Town Commission amended Chapter 78, Article V, to create supplementary regulations to authorize the location of book Dispensaries throughout the Town known as “Little Free Libraries.”

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

**Section 1.** The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

**Section 2.** Chapter 78, Article V, Section 78-156 of the Code, entitled “Little Free Libraries” is hereby created and shall read as follows:

**Sec. 78-156. - Little Free Libraries.**

(a) Purpose and intent. The purpose of this section is to regulate the locations of Little Free Library book dispensaries on private and public properties within the Town.

- (b) Definition. Little free library book dispensary shall mean a publicly-accessible structure which is designed, constructed and placed on private or public property for collecting and distributing reading materials in accordance with the Town Library's Little Free Library Program.
- (c) Enrollment of participants in the Little Free Library Program. All those who are enrolled in the Little Free Library book dispensary program shall operate and maintain their book dispensaries in accordance with this section and the terms and conditions established by the Town of Lake Park Public Library (Library). Book dispensaries established prior to the adoption of this ordinance shall be eligible to participate in the program, subject to meeting the requirements of this section and the terms and conditions established by the Library.
- (d) Design. All book dispensaries shall conform to one of the designs approved by the Library. Little Free Library book dispensaries are "temporary structures" and shall be subject to removal upon the declaration of a severe weather event or other emergencies declared by the Town.
- (e) Permitting. All participants in the Lake Park Little Free Library Program shall submit an application for review by the Community Development Department prior to placing a book dispensary on the participants' property. A zoning review fee shall not be charged for reviews of Little Free Library placements.
- (f) Location. Lake Park Little Free Libraries shall only be located on properties within a single-family residential zoning district or on a public property and shall be placed no more than two feet from the front or side yard property line.
- (g) Lake Park Little Free Libraries shall not be placed within visibility triangles as defined under Sec. 78-253 or in such a way as to obstruct the sightlines of motor vehicles.
- (h) Maintenance. All participants in the Little Free Library book dispensary program shall maintain the structure in accordance with this section and in good condition. Where a Little Free Library book dispensary becomes discolored, faded, or shows other visible signs of deterioration, it shall be repaired or replaced. Prior to its replacement, the participant shall submit a new application to the Community Development Department.

**Section 4. Codification.** The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Lake Park. The sections of the ordinance may be re-numbered or re-lettered to accomplish such.

**Section 5. Severability.** If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance

**Section 6. Effective date.** This ordinance shall take effect immediately upon execution.



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: February 1, 2023,

Agenda Item No.

**Agenda Title: Service Contract with Vetted Security Solutions LLC**

- |                                     |   |                          |                |
|-------------------------------------|---|--------------------------|----------------|
| <input type="checkbox"/>            | SPECIAL /REPORTS                                    | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/>            | BOARD APPOINTMENT                                   | <input type="checkbox"/> | OLD BUSINESS   |
| <input type="checkbox"/>            | PUBLIC HEARING ORDINANCE ON 1 <sup>st</sup> READING |                          |                |
| <input checked="" type="checkbox"/> | NEW BUSINESS  |                          |                |
| <input type="checkbox"/>            | OTHER: WORKSHOP _____                               |                          |                |

Approved by Town Manager

TOWN MANAGER

Date: 01-25-23

**John O. D'Agostino, Town Manager**

Name/Title

|  |   |  |
|--|---|--|
| <b>Originating Department:</b><br><br>Town Manager   | Costs:\$ 0<br>Funding Source: General Fund<br>Acct. #001-52-521-200-63000<br>\$41,824.15 plus \$10,000 Open PO<br><br>CRA Acct# 110-55-552-520-63000 for \$38,623.98<br><br><input type="checkbox"/> Finance <small>Jeffrey P. Duvall</small> | <b>Attachments:</b> <ul style="list-style-type: none"> <li>• Service Agreement</li> <li>• Quote Agreement CRA</li> <li>• Quote Agreement Town</li> </ul> |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required | All parties with interest in this agenda item are notified of the meeting date and time.  | ___ Yes, I Notified everyone<br>Or<br>___ Not applicable in this case<br><br><b>Please initial one.</b>  |

**Summary Explanation/Background:** The Town of Lake Park initially purchased LPR's complete with hardware and software for the complete operation of LPR's. The location for the LPR's are both in the CRA and the Town of Lake Park. The systems located in the CRA will be funded through the CRA budget. The town locations will be funded through the general fund. There are approximately 8 LPR systems that are down in the Town creating a public safety concern for PBSO.

The Town will need to approve the CRA and the Town funding for replacing the 2018 installed LPR camera systems. The Service agreement will cover the LPR systems installed in 2020. The service contract will expire at the end of this fiscal year (September



2023). The life expectancy of the systems is five years. Therefore, the 2018 systems are out of service and will need replacement as soon as possible.

The following is a breakdown of the **service agreement**. This agreement covers 8 LPR Camera systems until the end of the fiscal year 2023. Under the service agreement, the provider agrees to provide repair services, including but not limited to the repair or replacement of security cameras, license plate readers, and equipment as outlined in Exhibit A of the Service Agreement. The fee for providing the service is \$8,464.29. In addition, the Service Agreement will have an Open PO for \$10,000 to replace equipment not covered under the service agreement. Therefore, the total cost for the service agreement, including the open PO, is up to \$18,464.29.

The equipment that will be replaced will be inventoried, and the parts will be stored at PBSO. If Service personnel need a replacement part in storage at District 10, there is no charge. However, if the part is not available, the open PO will allow the vendor to order the part, reducing the wait time to get the system operational.

The two attached Project Quotation items total \$38,623.98 to replace the 2018 LPR Camera systems in the CRA. The Project Quotation of \$41,824.15 includes replacing the LPR camera systems in the Town. The total cost is \$98,912.42.

\$41,824.15 (replace 2018 camera systems in the Town)  
 \$38,623.98 (replace 2018 camera systems in the CRA)  
 \$8,464.29 (service camera systems installed in 2020)  
 \$10,000 (open PO for replacement parts not in inventory at PBSO location)

**\$98,912.42** is the total cost of all new equipment, plus service contract and Open PO costs.

**Recommended Motion:** Authorize the Vice Mayor to sign Resolution 12-02-23 and approve Project quotations to install new LPR equipment and service existing 2020 LPR camera systems.

**RESOLUTION 12-02-23****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN SERVICE AGREEMENT WITH VETTED SECURITY SOLUTIONS LLC TO SERVICE LICENSE PLATE READERS IN THE TOWN OF LAKE PARK; AND PROVIDE FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town has all of the powers and authority conferred upon it under the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town purchased License Plate Reader Systems both in 2018 and again in 2020; and

**WHEREAS**, The License Plate Readers purchased in 2020 will be covered under the Service Agreement until the end of the Fiscal Year 2022-2023; and

**WHEREAS**, the repair and maintenance of the Town's existing License Plate Reader Systems to ensure the highest degree of public safety is realized throughout the Town of Lake Park; and

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Vice-Mayor is hereby authorized and directed to execute the Service Agreement by Vetted Security Solutions LLC for servicing the LPR Camera systems installed in 2020.

**Section 3.** This Resolution shall be effective upon execution.

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”), dated as of 2/01/2023 (the “**Effective Date**”), is by and between Vetted Security Solutions LLC, a Florida limited liability company, with offices located at 4185 35th St N, St. Petersburg, FL 33714 (“**Service Provider**”) and Town of Lake Park, with offices located at 535 Park Avenue, Lake Park, FL 33403 (“**Customer**” and together with Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS, Service Provider has the capability and capacity to provide certain management, maintenance, and repair services in connection with public safety equipment devices, and systems designed for public protection; and

WHEREAS, Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the services (the “**Services**”) set out in one or more statements of work to be issued by Customer and accepted by Service Provider (each, a “**Statement of Work**”) and the remote support services as set forth in the Service Level Agreement attached hereto as Exhibit C, as may be amended from time to time. The initial accepted Statement of Work is attached hereto as Exhibit A.

2. Service Provider Obligations. Service Provider shall:

2.1 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services.

2.2 During the term of this Agreement, Service Provider shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000. Upon Customer’s request, Service Provider shall provide Customer with a certificate of insurance from Service Provider’s insurer evidencing the insurance coverage specified in this Agreement and naming the Customer as an additional insured.

3. Customer Obligations. Customer shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Customer Contract Manager**”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4 Take all steps necessary, including, without limitation, ensuring that Customer's premises and equipment have access to electrical power and obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

3.5 Coordinate with Service Provider to provide Maintenance of Traffic Services ("MOT") in the form of a marked service vehicle, as requested by Service Provider or as required to enable Service Provider to safely provide requested Services.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider, the purchase of any Hardware (as defined below), and the rights granted to Customer under this Agreement, Customer shall select an option by checking the appropriate box below, and pay fees and costs in accordance with the selected option:

☐ **OPTION A: Project Fee (Only for Equipment Less Than 5 Years Old From Installation Date)**

(a) a fee of \$8,464.29; plus

(b) the cost of any new or used replacement parts, hardware, or equipment ("**Hardware**") installed by the Service Provider for the Customer at such price set out in the Service Provider's then current pricing schedule and as outlined in paragraphs 4.2 through 4.6; plus

(c) in the event Service Provider is unable to perform Services at Customer's work site due to Customer's breach of an obligation set forth in Section 3 hereof, including, without limitation, by reason of Customer's failure to provide MOT at the work site, or ensure electric power line is operational, or if Service Provider is unable to access the work site location or equipment, including due to password protection or access not granted to Service Provider, an additional fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to provide Services on such service call, including travel time to and from such work site shall be charged to Customer.

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Customer Initials

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☐ **OPTION B: Hourly Fee and/or For Equipment Older Than 5 Years Not Covered Under Option A**

(a) a fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to provide Services hereunder, including travel time to and from the work site, time spent providing Services, including manufacturer or Service Provider warranty servicing; provided, a minimum of four (4) hours shall be charged per Service Provider employee and/or agent for each service call or visit to a Customer work site; plus

(b) a fee of \$85 per hour for each hour devoted by an employee or agent of the Service Provider to provide remote support services to the Customer under the SLA; plus

(c) the cost of any new or used replacement parts, hardware, or equipment (“**Hardware**”) installed by the Service Provider for the Customer at such price set out in the Service Provider’s then current pricing schedule, attached as Exhibit B, as may be amended from time to time, and as may be adjusted by the Market Pricing Adjustment (defined below).

Payment to Service Provider of such fees and the cost or reimbursement for the cost of Hardware pursuant to this Section 4 shall constitute payment in full for the performance of the Services, Hardware, and services under the SLA. Unless otherwise provided in the applicable Statement of Work, said fee and costs will be payable within 30 days of receipt by the Customer of an invoice from Service Provider but in no event more than 60 days after completion of the Services performed pursuant to the applicable Statement of Work.

4.2 Except with respect to any pre-approved purchases pursuant to Section 4.3 or as otherwise set forth in the Statement of Work, the installation of Hardware having a price per item more than \$500.00 shall be billed against Blanket PO referenced below in 4.3. Equipment with a per item price of less than \$500 is pre-approved under this service agreement.

4.3 Customer shall issue to Service Provider a blanket PO in the aggregate amount of \$10,000.00 (the “**Blanket PO**”) to be applied to the cost of any Hardware exceeding \$500 installed during the term of this Agreement. Equipment under \$500 is not deducted from Blanket PO total and will be invoiced post equipment repair. Equipment exceeding a per item cost in excess of \$500 is outlined in Exhibit B and subject to increases referenced below (4.4).

4.4 Customer hereby pre-approves the purchase and cost of all hardware installed under such Blanket PO. Any remaining amount on the Blanket PO as of the end of the term of this Agreement shall be canceled / credited back to agency. Should the Blanket PO be fully utilized during the term of this agreement, the parties will agree to a new Blanket PO for such hardware cost, this newly executed Blanket PO will be added as an addendum to this Service Agreement.

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4.5 The Parties acknowledge and agree that the manufactures' pricing for Hardware may fluctuate due to industry and market conditions after the date of this Agreement. Accordingly, the Service Provider reserves the right, in its discretion, to increase the Hardware prices set forth in the then applicable pricing schedule, attached as Exhibit B, as may be amended from time to time, by up to five percent (5%) per item without prior written notice to the Customer (the "**Market Pricing Adjustment**"). In addition, the Service Provider may, in its discretion, upon an increase in manufacturer Hardware prices, modify the Hardware pricing schedule and Exhibit B hereto upon five (5) days' prior written notice to the Customer.

4.6 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; and to the extent Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse Service Provider in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Customer shall provide a copy of its sales tax exemption certificate upon execution of this contract, if applicable.

4.7 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

## 5. Limited Warranty and Limitation of Liability.

5.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) Using personnel of commercially reasonable skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 Service Provider hereby warrants to Customer that new hardware installed by Service Provider during the term of this Agreement will be fit for its particular use for a period consistent with the new manufacturer's warranty (the "**Hardware Limited Warranty**"). Service Provider's SOLE OBLIGATION and Customer's SOLE REMEDY in the event of a defect covered by this Hardware Limited Warranty will be for Service Provider to replace the defective Hardware; provided, however, the



service cost of installation for such replacement Hardware shall constitute Services and subject to [the hourly fee set forth in Section 4.1(a)] **OR** [a fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to install the replacement Hardware].

5.3 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.2.

(b) In the event the Agreement is terminated pursuant to Section 5.3(a) above, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Services or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Customer.

5.4 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 OR SECTION 5.2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

7. Audit Right and Retention of Records. Customer shall have the right to audit the books, records, and accounts of Service Provider and its subcontractors that are related to the Services. Service Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Services. All books, records, and accounts of Service Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form

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within a reasonable time, and upon request to do so, Service Provider or its subcontractor, as applicable, shall make same available at no cost to Customer in written form.

Service Provider and its subcontractors shall preserve and make available, at reasonable times for examination and audit by Customer, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Customer to be applicable to Service Provider's and its subcontractors' records, Service Provider and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Service Provider or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Customer's disallowance and recovery of any payment upon such entry.

Service Provider shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT \_\_\_\_\_.

8. Public Entity Crime Act.

Service Provider represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Customer, may not submit a bid on a contract with Customer for the construction or repair of a public building or public work, may not submit bids on purchases of real property to Customer, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Customer, and may not transact any business with Customer in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Customer pursuant to this Agreement and may result in debarment from Customer's competitive procurement activities.

In addition to the foregoing, Service Provider further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act

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defined as a "public entity crime" regardless of the amount of money involved or whether Service Provider has been placed on the convicted vendor list.

9. Term, Termination, and Survival.

9.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of eight (8) months (02/01/2023 – 09/30/2023), unless sooner terminated pursuant to Section 9.2 or Section 9.3.

9.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

(a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 business days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 Notwithstanding anything to the contrary in Section 9.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for 60 days after Customer's receipt of written notice of nonpayment; or (b) more than 2 time[s] in any 3 month period.

9.4 The rights and obligations of the Parties set forth in this Section 8.4 and in Section 6, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

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10. Limitation of Liability.

10.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work or other Exhibit hereto, the terms and conditions of the Statement of Work or other Exhibit shall supersede and control.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

Notice to Customer:

535 Park Avenue, Lake Park, FL 33403

**Attention:** \_\_\_\_\_

Notice to Service Provider:

4185 35th St N, St. Petersburg, FL 33714

Attention: Ryan Barnett

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, the Parties shall negotiate

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in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law principles thereof that would result in the application of the laws of any other jurisdiction. Any action, litigation, suit or proceeding

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arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought solely in federal or state courts of competent jurisdiction in the courts of the State of Florida located in Hillsborough County, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, litigation, suit or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action, litigation, suit or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, hurricane or tropical storm, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances.

The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 10 consecutive days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon 5 days' written notice.



[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Town of Lake Park

By\_\_\_\_\_

Name:

Title:

Vetted Security Solutions LLC

By\_\_\_\_\_

Name:

Title:

## EXHIBITS

## EXHIBIT A

### STATEMENT OF WORK

Service Provider agrees to provide Repair Services (“Services”) including but not limited to the repair or replacement of security cameras, license plate readers, and equipment as outlined below on an as-needed basis. Service Provider warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry.

#### I. Equipment Covered:

| Intersections and Trailers | # of cameras |
|----------------------------|--------------|
| Site 2                     | 2            |
| Site 3                     | 2            |
| Site 10                    | 2            |
| Site 9                     | 1            |
| Site 7                     | 1            |
|                            |              |
| 5 Intersections            | 8 Cameras    |

## EXHIBIT B

## SAMPLE PRICE LIST OF REPAIR COMPONENTS FOR SPEED / MESSAGE TRAILERS

| Vetted Security Solutions  |            |           |
|--|------------|-----------|
| Electronics  | Price      | Part      |
| Tycon  | \$299.48   | N/A       |
| PEPWAVE  | \$518.53   | N/A       |
| FIXED LPR PC   | \$1,604.27 | N/A       |
| Power Supply   | \$104.93   | N/A       |
| Cable Pull   | \$150.00   | N/A       |
| 5 Port PoE Gigabit   | \$637.50   | N/A       |
| 5 Port PoE Non-Gigabit   | \$435.12   | N/A       |
| 8 Port PoE Gigabit   | \$266.67   | N/A       |
| 8 Port PoE Non-Gigabit   | \$186.67   | N/A       |
| 65-Watt Antaira  | \$291.67   | N/A       |
| Fixed LPR replacement  | \$6495.00  | N/A       |
| WANCO  |            |           |
| ICC Touchscreen Controller for Creating Messages for Trailers <u>without</u> Traffic Data Classifier                           | \$765      | 216613-C1 |
| Extreme Speed Red and Blue Flashing Strobes or White Flashing Strobes (Inside the Display)                                     | \$270      | 203679    |
| <u>Wanco Premium Traffic Data Classifier System</u> (Side Fire Radar-based, Nonintrusive) with Wanco Traffic Analyzer Software | \$5,350    | N/A       |
| ICC Message Sign Touch Screen Controller for Creating Custom Messages  |            |           |
| Includes: 170W Solar Array, Security Battery Box with Puck Locks with Two 12V 4D AGM Batteries and 45 Amp Battery Charger      |            |           |
| Digital 4G Cellular RV50X Modem with GPS (Specify Verizon®, AT&T®, Sprint® or other) <b>(Cellular Data Plan Not Included)</b>  |            |           |
| <u>Wanco Traffic Data Classifier System</u> (Side Fire Radar-based, Nonintrusive) with Wanco                                   | \$3,070    | N/A       |
| Traffic Analyzer Software <b>(Local USB Download Only)</b>   |            |           |

|   |         |               |
|---|---------|---------------|
| ICC Message Sign Touch Screen Controller for Creating Custom Messages   |         |               |
| Includes: 130W Solar Array, Wanco Standard Battery Box with Two 12V 4D AGM Batteries and 45 Amp Battery Charger |         |               |
| <b>Communications</b>   |         |               |
| Digital 4G/ 5G Firstnet Modem with GPS  | \$560   | 223881        |
| (Specify AT&T®, Sprint® or Verizon, <b>Service Not Included</b> ), 1 Year Warranty                              |         |               |
| <b>Trailer</b>  |         |               |
| Anti-theft Axle-lock Bar  | \$110   | 104098-52.000 |
| 30" x 36" Regulatory Speed Limit Sign with Changeable Speed Limit Numbers                                       | \$160   | 208788        |
| Lunette Ring for 2.5-inch Pintle Hitch (Replaces Standard 2" Ball Hitch)  | \$115   | 101978-001    |
| Lunette Ring for 3-inch Pintle Hitch (Replaces Standard 2" Ball Hitch)  | \$245   | 104807-001    |
| Combo-hitch for 2.5-inch Pintle Hitch and 2-inch Ball Hitch (Replaces Standard 2" Ball Hitch)                   | \$315   | 103412-001    |
| 7 Pin Trailer Wiring Adapter (RV style)   | \$65    | 106371        |
| 7 Pin Trailer Wiring Harness (Cable with SAE Round Pin Connector) with 4 Tail Lights                            | \$320   | N/A           |
| Pro Series Round, Snap-Ring Swivel Jack - Weld On - Sidewind - 10" Lift - 2,000 lbs                             | \$199   | N/A           |
|   |         |               |
| Round Steel Full Wheel Fenders Bolted to the Trailer Frame  | \$385   | N/A           |
| <b>Solar</b>  |         |               |
| 85-watt Solar Panel (Replaces Standard 65W Solar Panel, 31% Increase)   | \$195   | 205263        |
| 130-watt Solar Panel (Replaces Standard 65W Solar Panel, 100% Increase)   | \$605   | 202493        |
| 170-watt Solar Panel (Replaces Standard 65W Solar Panel, 160% Increase)   | \$1,000 | 215791-C1     |
| 200-watt Solar Panel (Replaces Standard 65W Solar Panel, 208% Increase)   | \$1,300 | 202498        |
| <b>Batteries</b>  |         |               |



|   |         |           |
|---|---------|-----------|
| Wanco Standard Battery Box  | \$470   | 218753-C1 |
| (Four – 6VDC Flooded Batteries - 400 Ah total capacity)<br>(15-amp Battery Charger) |         |           |
| Wanco Standard Battery Box  | \$370   | N/A       |
| (One – 12VDC AGM Batteries - 200 Ah total capacity)<br>(15-amp Battery Charger)     |         |           |
| Wanco Security Battery Box with Puck Lock   | \$670   | N/A       |
| (One – 12VDC AGM Batteries - 200 Ah total capacity)<br>(15-amp Battery Charger)     |         |           |
| Wanco Security Battery Box with Puck Locks  | \$1,470 | 218764-C1 |
| (Two – 12VDC AGM Batteries - 400 Ah total capacity)<br>(15-amp Battery Charger)     |         |           |
| Wanco Security Battery Box with Puck Locks  | \$2,570 | 215919-C1 |
| (Three – 12VDC AGM Batteries - 600 Ah total capacity)<br>(45-amp Battery Charger)   |         |           |
| <b>Custom Color</b>   |         |           |
| Custom Color Scheme – Electrostatic Powder Coat,<br>Approved Color Chip Required    | \$930   | N/A       |

## EXHIBIT C

### SERVICE LEVEL AGREEMENT

#### AGREEMENT OVERVIEW

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the services that you have requested us to provide. All other support services are documented in the Support Call Process.

#### DURING THE SERVICE / WARRANTY PERIOD

- a. Vetted Security Solutions provides phone support Monday through Friday 8-5 eastern time support line available at 727-440-3245, excluding legal holidays. A 24-hour support ticket system is available at <https://vettedsecuritysolutions.com/support/> and allows users to create a ticket automatically which will send you an email you're your ticket number allowing you to track the status of your issue and view tech responses.
- b. Vetted Security Solutions will diagnose the issue and provide analysis of cause of issue within a 72-hour period of being notified of issue by either 24-hour support ticket system or agency personnel.
- c. Vetted Security Solutions will assure that repairs are completed within specifications with OEM parts or current market equivalent.
- d. This warranty does not cover vandalism or units that have been physically damaged in any way or that have been through a force majeure event.



## Vetted Security Solutions

4185 35th St N  
Saint Petersburg, FL 33714  
Office Phone: (727) 440-3245

**Purchaser:** John D'Agostino  
**Purchaser Phone Number:** (561) 881-3345  
**Purchaser Email:** jd'agostino@lakeparkflorida.gov  
**Quote Name:** Town of Lake Park (FL) - Fixed LPR Refresh CRA Locations  
**Quote #:** Q-08307-3  
**Job Number:** 7843  
**Date:** 1/20/2023, 1:12 PM  
**Expires On:** 2/24/2023

**Ship To**  
Town of Lake Park (FL)  
700 6th Street  
Lake Park, FL 33403  
United States

**Bill To**  
Town of Lake Park (FL)  
700 6th Street  
Lake Park, FL 33403  
United States

### PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

| SALESPERSON | Phone Number      | EMAIL                              | DELIVERY METHOD | PAYMENT METHOD |
|-------------|-------------------|------------------------------------|-----------------|----------------|
| Mike Reese  | (727)<br>902-1173 | mreese@vettedsecuritysolutions.com |                 | Net 30         |

Site 1 - (5 year in service date: 10/17/23)

| QTY  | PART #       | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE |
|------|--------------|---|------------|----------------|
| 1.00 | VSS-LPR-MAIN | <ul style="list-style-type: none"> <li>•NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12"</li> <li>•PC with Core i7 Processor</li> <li>•Supports 120VAC</li> <li>•4G/5G Capable Modem</li> <li>•Gigabit Ethernet PoE Switch</li> <li>•VVT Ready</li> <li>•Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)</li> </ul> | \$4,514.02 | \$4,514.02     |

| QTY   | PART #                 | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE     |
|---|------------------------|---|------------|--------------------|
| 2.00  | 01782-001              | Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps.<br>Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph)<br>Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.<br>Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.<br>Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.<br>NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F).<br>Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply | \$1,299.00 | \$2,598.00         |
| 2.00  | 01165-001              | AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL  | \$66.32    | \$132.64           |
| 2.00  | 3PC-1SL                | Annual single camera license for 3rd party camera with central server processing  | \$750.00   | \$1,500.00         |
| 2.00  | SSU-SYS-COM            | Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system   | \$995.00   | \$1,990.00         |
| 1.00  | VSS-Fixed Installation | Fixed Installation per enclosure  | \$1,950.00 | \$1,950.00         |
| 2.00  | VS-SHP-02              | Vigilant Shipping Charges - Required per fixed system   | \$95.00    | \$190.00           |
| <b>Site 1 - (5 year in service date: 10/17/23) TOTAL:</b> |                        |   |            | <b>\$12,874.66</b> |

Site 6 - (5 year in service date: 10/17/23)

| QTY  | PART #       | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE |
|------|--------------|---|------------|----------------|
| 1.00 | VSS-LPR-MAIN | <ul style="list-style-type: none"> <li>•NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12"</li> <li>•PC with Core I7 Processor</li> <li>•Supports 120VAC</li> <li>•4G/5G Capable Modem</li> <li>•Gigabit Ethernet PoE Switch</li> <li>•VVT Ready</li> <li>•Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)</li> </ul> | \$4,514.02 | \$4,514.02     |

| QTY   | PART #                 | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE     |
|---|------------------------|---|------------|--------------------|
| 2.00  | 01782-001              | Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps.<br>Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph)<br>Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.<br>Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.<br>Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.<br>NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F).<br>Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply | \$1,299.00 | \$2,598.00         |
| 2.00  | 01165-001              | AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL  | \$66.32    | \$132.64           |
| 2.00  | 3PC-1SL                | Annual single camera license for 3rd party camera with central server processing  | \$750.00   | \$1,500.00         |
| 2.00  | SSU-SYS-COM            | Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system   | \$995.00   | \$1,990.00         |
| 1.00  | VSS-Fixed Installation | Fixed Installation per enclosure  | \$1,950.00 | \$1,950.00         |
| 2.00  | VS-SHP-02              | Vigilant Shipping Charges - Required per fixed system   | \$95.00    | \$190.00           |
| <b>Site 6 - (5 year in service date: 10/17/23) TOTAL:</b> |                        |   |            | <b>\$12,874.66</b> |

Site 5 - (5 year in service date: 10/17/23)

| QTY  | PART #       | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE |
|------|--------------|---|------------|----------------|
| 1.00 | VSS-LPR-MAIN | <ul style="list-style-type: none"> <li>•NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12"</li> <li>•PC with Core I7 Processor</li> <li>•Supports 120VAC</li> <li>•4G/5G Capable Modem</li> <li>•Gigabit Ethernet PoE Switch</li> <li>•VVT Ready</li> <li>•Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)</li> </ul> | \$4,514.02 | \$4,514.02     |

| QTY   | PART #                 | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE     |
|---|------------------------|---|------------|--------------------|
| 2.00  | 01782-001              | Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps.<br>Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph)<br>Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.<br>Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.<br>Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.<br>NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F).<br>Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply | \$1,299.00 | \$2,598.00         |
| 2.00  | 01165-001              | AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL  | \$66.32    | \$132.64           |
| 2.00  | 3PC-1SL                | Annual single camera license for 3rd party camera with central server processing  | \$750.00   | \$1,500.00         |
| 2.00  | SSU-SYS-COM            | Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system   | \$995.00   | \$1,990.00         |
| 1.00  | VSS-Fixed Installation | Fixed Installation per enclosure  | \$1,950.00 | \$1,950.00         |
| 2.00  | VS-SHP-02              | Vigilant Shipping Charges - Required per fixed system   | \$95.00    | \$190.00           |
| <b>Site 5 - (5 year in service date: 10/17/23) TOTAL:</b> |                        |   |            | <b>\$12,874.66</b> |

## Scope of Work

## Notes

## Terms & Conditions

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 2.9% processing fee for credit card payments.
4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
5. The expected lead time for hardware and installation is 30-60 days.
6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.



8. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.

9. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).

10. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

**Project Total: \$38,623.98**

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Please sign and email to [insidesales@vettedsecuritysolutions.com](mailto:insidesales@vettedsecuritysolutions.com)

THANK YOU FOR YOUR BUSINESS!



## Vetted Security Solutions

4185 35th St N  
Saint Petersburg, FL 33714  
Office Phone: (727) 440-3245

**Purchaser:** John D'Agostino  
**Purchaser Phone Number:** (561) 881-3345  
**Purchaser Email:** jd'agostino@lakeparkflorida.gov  
**Quote Name:** Town of Lake Park (FL) - LPR Refresh  
**Quote #:** Q-08237-6  
**Job Number:** 7798  
**Date:** 1/13/2023, 9:22 AM  
**Expires On:** 2/24/2023

**Ship To**  
Town of Lake Park (FL)  
700 6th Street  
Lake Park, FL 33403  
United States

**Bill To**  
Town of Lake Park (FL)  
700 6th Street  
Lake Park, FL 33403  
United States

### PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

| SALESPERSON | Phone Number      | EMAIL                              | DELIVERY METHOD | PAYMENT METHOD |
|-------------|-------------------|------------------------------------|-----------------|----------------|
| Mike Reese  | (727)<br>902-1173 | mreese@vettedsecuritysolutions.com |                 | Net 30         |

Site 4 - (5 year in service date: 10/17/23)

| QTY  | PART #       | DESCRIPTION  | UNIT PRICE | EXTENDED PRICE |
|------|--------------|--|------------|----------------|
| 1.00 | VSS-LPR-MAIN | Vetted Fixed LPR Main; NEMA Enclosure, Pepwave BR1, Gigabit Ethernet Switch, Webmonitor, VVT Ready, Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included) | \$4,514.02 | \$4,514.02     |

| QTY   | PART #                 | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE     |
|---|------------------------|---|------------|--------------------|
| 2.00  | 01782-001              | Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps.<br>Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph)<br>Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.<br>Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.<br>Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.<br>NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F).<br>Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply | \$1,299.00 | \$2,598.00         |
| 2.00  | 01165-001              | AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL  | \$66.32    | \$132.64           |
| 2.00  | 3PC-1SL                | Annual single camera license for 3rd party camera with central server processing  | \$750.00   | \$1,500.00         |
| 2.00  | SSU-SYS-COM            | Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system   | \$995.00   | \$1,990.00         |
| 1.00  | VSS-Fixed Installation | Fixed Installation per enclosure  | \$1,950.00 | \$1,950.00         |
| 2.00  | VS-SHP-02              | Vigilant Shipping Charges - Required per fixed system   | \$95.00    | \$190.00           |
| 1.00  | VSS-BB-2C              | •NEMA - BBA-2 - (H) 22.625" x (W) 19.25" x (D) 19.625"<br>•Battery Backup Kit for 2 Camera Intelligent LPR Enclosure<br>•1x 100Ah 12VDC Lithium Battery in a 12VDC System<br>•100Ah Total<br>•For use with Photocell / Timer applications w/o constant power"   | \$3,200.17 | \$3,200.17         |
| <b>Site 4 - (5 year in service date: 10/17/23) TOTAL:</b> |                        |   |            | <b>\$16,074.83</b> |

Site 8 - (5 year in service date: 10/17/23)

| QTY  | PART #       | DESCRIPTION  | UNIT PRICE | EXTENDED PRICE |
|------|--------------|--|------------|----------------|
| 1.00 | VSS-LPR-MAIN | Vetted Fixed LPR Main; NEMA Enclosure, Pepwave BR1, Gigabit Ethernet Switch, Webmonitor, VVT Ready, Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included) | \$4,514.02 | \$4,514.02     |

| QTY   | PART #                 | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE     |
|---|------------------------|---|------------|--------------------|
| 2.00  | 01782-001              | Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps.<br>Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph)<br>Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.<br>Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.<br>Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.<br>NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F).<br>Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply | \$1,299.00 | \$2,598.00         |
| 2.00  | 01165-001              | AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL  | \$66.32    | \$132.64           |
| 2.00  | 3PC-1SL                | Annual single camera license for 3rd party camera with central server processing  | \$750.00   | \$1,500.00         |
| 2.00  | SSU-SYS-COM            | Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system   | \$995.00   | \$1,990.00         |
| 1.00  | VSS-Fixed Installation | Fixed Installation per enclosure  | \$1,950.00 | \$1,950.00         |
| 2.00  | VS-SHP-02              | Vigilant Shipping Charges - Required per fixed system   | \$95.00    | \$190.00           |
| <b>Site 8 - (5 year in service date: 10/17/23) TOTAL:</b> |                        |   |            | <b>\$12,874.66</b> |

Site 11 - (5 year in service date: 10/17/23)

| QTY  | PART #       | DESCRIPTION  | UNIT PRICE | EXTENDED PRICE |
|------|--------------|--|------------|----------------|
| 1.00 | VSS-LPR-MAIN | Vetted Fixed LPR Main; NEMA Enclosure, Pepwave BR1, Gigabit Ethernet Switch, Webmonitor, VVT Ready, Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included) | \$4,514.02 | \$4,514.02     |

| QTY  | PART #                 | DESCRIPTION   | UNIT PRICE | EXTENDED PRICE     |
|--|------------------------|---|------------|--------------------|
| 2.00   | 01782-001              | Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps.<br>Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph)<br>Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.<br>Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.<br>Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.<br>NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F).<br>Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply | \$1,299.00 | \$2,598.00         |
| 2.00   | 01165-001              | AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL  | \$66.32    | \$132.64           |
| 2.00   | 3PC-1SL                | Annual single camera license for 3rd party camera with central server processing  | \$750.00   | \$1,500.00         |
| 2.00   | SSU-SYS-COM            | Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system   | \$995.00   | \$1,990.00         |
| 1.00   | VSS-Fixed Installation | Fixed Installation per enclosure  | \$1,950.00 | \$1,950.00         |
| 2.00   | VS-SHP-02              | Vigilant Shipping Charges - Required per fixed system   | \$95.00    | \$190.00           |
| <b>Site 11 - (5 year in service date: 10/17/23) TOTAL:</b> |                        |   |            | <b>\$12,874.66</b> |

## Scope of Work

Vetted Security Solutions is to provide and install Q1700 cameras, main communications enclosures, and battery back ups on existing LPR infrastructure per provided site survey. Lake Park must provide SIM card and is responsible for any permitting costs, if applicable. This assumes constant 120v of power is present from existing disconnect and can be used.

## Notes

## Terms & Conditions

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 2.9% processing fee for credit card payments.
4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.

5. The expected lead time for hardware and installation is 30-60 days.
6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
8. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
9. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).
10. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

|                                   |
|-----------------------------------|
| <b>Project Total: \$41,824.15</b> |
|-----------------------------------|

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Please sign and email to insidesales@vettedsecuritysolutions.com

THANK YOU FOR YOUR BUSINESS!





## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** February 1, 2023

**Agenda Item No.**

**Agenda Title: Resolution Authorizing and Directing the Vice-Mayor to Execute the Termination of Interlocal Agreement between Palm Beach County and the Town of Lake Park Pertaining to the Waterfront Access Bond**

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

**Approved by Town Manager**

**Date:** 1-19-23

**Name/Title**

*Assistant Town Manager/Human Resources Director*

|  |  |   |
|--|--|---|
| <b>Originating Department:</b><br><br><p style="text-align: center;"><b>Town Manager</b></p>                 | <b>Costs:</b> \$ 0.00<br><b>Funding Source:</b><br><b>Acct. #</b><br><input type="checkbox"/> Finance _____  | <b><u>Attachment:</u></b><br><b>Resolution and Copy of the Termination of Interlocal Agreement between Palm Beach County and the Town of Lake Park Pertaining to the Waterfront Access Bond</b> |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input checked="" type="checkbox"/> <b>Not Required</b> | 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. | <b><u>Yes I have notified everyone:</u></b> <u>BMT</u><br>or<br>Not applicable in this case ____<br><br><b>Please initial one.</b>  |

**Summary Explanation/Background:**

On November 16, 2010, the Town of Lake Park entered into an Interlocal Agreement with Palm Beach County by which Palm Beach County provided the Town of Lake Park with \$2.4 million of Waterfront Access Bond funds for the acquisition of land for the expansion of the Lake Park Marina. On July 15, 2022, the Town of Lake Park reimbursed Palm Beach County the full amount of \$2.4 million for this bond.

In view of such payment, on September 13, 2022 the Palm Beach County Board of County Commissioners agreed to the termination of the Town of Lake Park's Interlocal Agreement with Palm Beach County and the reallocation of the Waterfront Access bond fund (\$2.4 million) to the Peanut Island Improvements Project. This action released the Town of Lake Park from the Interlocal Agreement and provided the Town with clear title.

The purpose of this agenda item is to authorize and direct the Vice-Mayor to sign the Termination of Interlocal Agreement with Palm Beach County.

Staff recommends approval.

**Recommended Motion:** I move to approve Resolution 13-02-23.

**RESOLUTION 13-02-23****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE THE TERMINATION OF AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY; 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 and Palm Beach County (the County) are authorized to enter into Interlocal Agreement pursuant to Fla. Stat. § 163.01 whereby governmental units can make the most efficient use of their powers and enable them to cooperate with one another; and

**WHEREAS**, on November 16, 2010, the Town and the County entered into an Interlocal Agreement by which the County provided to the Town \$2.4 million from the proceeds of the County's Waterfront Access Bond for the acquisition of land adjacent to the Lake Park Harbor Marina; and

**WHEREAS**, the Town Manager has presented to the Town Commission a document to terminate the Interlocal Agreement ("Termination Agreement") between the County) and the Town, a copy of which is attached hereto and incorporated herein as **Exhibit A**, ; and

**WHEREAS**, on July 15, 2022, the Town reimbursed the County \$2.4 million provided to the Town pursuant to the Interlocal Agreement and sought the termination of that agreement; and

**WHEREAS**, on September 13, 2022, the Palm Beach County Board of County Commissioners affirmatively voted at a public meeting to terminate the 2010 Interlocal Agreement and to release the Town from any and all remaining obligations thereunder; and

**WHEREAS**, the Town Commission has reviewed the provisions of the Termination Agreement provided to it by the County and approved the Termination Agreement.

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

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

**Section 2.** The Town Commission hereby approves the Termination of the 2010 Interlocal Agreement between Palm Beach County and authorizes and directs the Vice Mayor to execute the Termination Agreement.

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

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# TERMINATION OF INTERLOCAL AGREEMENT

This **TERMINATION OF INTERLOCAL AGREEMENT** is made as of \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **TOWN OF LAKE PARK**, a Florida municipal corporation hereinafter referred to as ("Municipality").

## WITNESSETH:

**WHEREAS**, County and Municipality entered into that certain Interlocal Agreement dated November 16, 2010 (R2010-1943) recorded on December 22, 2010 in Official Records Book 24276, Page 231, of the Public Records of Palm Beach County, Florida, as amended by Amendment One (R2014-0356), Amendment Two (R2019-0892), and Amendment Three (R2020-1579)(collectively, the "Agreement") pursuant to which the County provided the Municipality with Two Million Four Hundred Thousand and 00/dollars of Waterfront Access Bond funds ("Funds") for the acquisition of land for the expansion of Lake Park Marina as described therein; and

**WHEREAS**, on July 15, 2022, the Municipality reimbursed the Funds to the County; and

**WHEREAS**, the County and Municipality wish to terminate the Agreement and release each other from any and all remaining obligations thereunder.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County acknowledges receipt of the Funds from Municipality and hereby releases the property legally described on Exhibit "A" attached hereto and made a part hereof, from any rights, privileges, and interests held by the County under the Agreement.
3. Notwithstanding anything in the Agreement to the contrary, the Municipality and County hereby agree to fully and completely terminate the Agreement and declare that said Agreement shall be of no further force and effect upon execution of this instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AGENDA COPY  
ONLY. NOT FOR  
SIGNATURE.

**IN WITNESS WHEREOF**, County and Municipality have executed this Termination Agreement, or have caused the same to be executed as of the day and year first above written.

**ATTEST:**

**JOSEPH ABRUZZO, CLERK OF CIRCUIT  
COURT & COMPTROLLER**

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

**PALM BEACH COUNTY**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Director, Facilities Development &  
Operations

(County Seal)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
, County Attorney

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Signature

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me by means of [ ☐ ]  
physical presence or [ ☐ ] online notarization personally appeared \_\_\_\_\_, personally  
known to me or who produced \_\_\_\_\_ as identification and who did ( ☐ ) did not ( ☐ )  
take an oath and who executed the foregoing instrument and acknowledged before me that he executed the  
same for the purposes therein.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**MUNICIPALITY:****ATTEST:**

**TOWN OF LAKE PARK**, a  
municipal corporation of the State of Florida

By: \_\_\_\_\_,  
Town Clerk

By: \_\_\_\_\_,  
Vice Mayor

(Town Seal)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

\_\_\_\_\_, Town Attorney

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Signature

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me  
by means of [ ☐ ] physical presence or [ ☐ ] online notarization personally appeared  
\_\_\_\_\_, Vice Mayor, personally known to me or who produced  
\_\_\_\_\_ as identification and who did ( ☐ ) did not ( ☐ ) take an oath  
and who executed the foregoing instrument and acknowledged before me that he executed the  
same for the purposes therein.

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No. \_\_\_\_\_

My commission expires \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

115 Federal Highway

KELSEY CITY LTS 16 TO 21 INC (LESS COUNTY RD R/W), 22 TO 24 INC & WLY 92.40 FT OF LTS 28 TO 31, being more particularly described as follows:

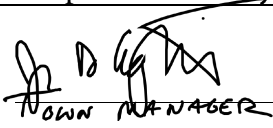
Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9° 01' 57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85° 19' 00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet,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



# Town of Lake Park Town Commission

Item 11.

## Agenda Request Form

Meeting Date: February 1, 2023  
Originating Department: Special Events  
Agenda Title: Lake Park Sparks Waiver Requests  
Approved by Town Manager:  Date: 01-25-23

Cost of Item: \$90.00 Funding Source: Special Events Department Overtime Salaries  
Account Number: 600-14000 Finance Signature: Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o=co, email=jduvall@lakeparkflorida.gov, c=US  
Date: 2023.01.25 14:36:46 -05'00'

Advertised:  
Date: Newspaper:

Attachments: Lake Park Sparks Facility Rental Application  
Lake Park Sparks Facility Rental Invoice

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

### Summary Explanation/Background:

On January 11, 2023 the Special Events Department received a Facility Rental Application from Lake Park Sparks Dance Team to rent the Indoor Pavilion for their Dance Showcase on Saturday, February 4, 2023 from 9:30 am – 12:30 pm. The Dance Instructor, Marley Angervil has requested that the Town Commission waive all of the associated fees with the facility rental.

| <u>REQUESTED CATEGORY</u>                   | <u>VALUE</u><br><u>(Monetary or Other)</u> | <u>TOTAL</u><br><u>(Direct or Indirect)</u> |
|---|--|---|
| Facility Rental Refundable Security Deposit | \$250.00                                   | \$250.00<br>(Indirect Cost)                 |
| Facility Rental Fee                         | \$224.70                                   | \$224.70<br>(Indirect Cost)                 |
| Staff Fee                                   | \$30.00 per hour                           | \$90.00<br>(Direct Cost)                    |

### Recommended Motion:

I move to waive the facility rental fees for Lake Park Sparks Dance Showcase.



# Town of Lake Park Facility Rental Application

**Date of Event:** 2/4/23

**Time of Event:** 10:00AM to 11:30AM

**Set-up Time:** 9:30 AM to 10:00PM

**Breakdown Time:** 11:30 AM to 12:30 PM

## Rental Facility

**Town Hall:**        Mirror Ballroom

**W. Ilex Park:**        Picnic Pavilion

**Kelsey Park:**        Entire Park (Requires Special Events Permit)        Gazebo

**Lake Shore Park:**        Entire Park (Requires Special Events Permit)   X   Indoor Pavilion

**Lake Shore Park:**        Picnic Pavilions (North, South, Playground)

## **Purpose of Rental:**

Lake Park Sparks children's community activity

Dancers Showcase

**Requests:**        Alcoholic Beverages        Bounce House  
       Special Events Permit Required

## **Contact Information:**

**Name:** Marley Angervil

**Organization:** Lake Park Sparks

**Address:** 723 west Kalmia dr Lake park

**Home:** (561)        856        -        0673 **Cell:** ( )        -       

**Work:** ( )        -        **E-mail:**       

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.**

**Renter:**   X   Marley Angervil **Date** 1/11/23

**Lake Park Staff:**   X   **Date**



## Facility Usage Agreement

This agreement, made the 11 day of January, 20123, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Marley Angervil (Renter).

**Premises:** Town leases to Renter and Renter leases from Town the indoor pavillion (Facility Name)

**Term:** The hours of rental are from 10 o'clock a.m. until 11:30 o'clock am.m. on 2/4/23 (Day/Date).

**Security Deposit:** Event organizer shall deposit with Town the sum of \$ \_\_\_\_\_ as security for the full and faithful performance by event organizer of all of event organizers obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that the event organizer shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the event organizer. If the event organizer fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to the event organizer within one month of the event.

**Rental Rate:** Event Organizer shall pay Town the rental sum of \$ \_\_\_\_\_, fourteen (14) business days prior to the event. Any payment made to the Town after the 14 days must be paid in cash only.

**Leases and Assignments:** Event Organizer shall not have the right to assign this agreement to any other person or entity.

**Rules and Regulations:** The rules and regulations included hereto shall be incorporated into and made a part of this agreement.

**Indemnification:** Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

**General Provisions:**

**Captions:** The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

**Joint and Several Obligations:** If event organizer consists of more than one person or entity, the obligation of all such persons is joint and several.

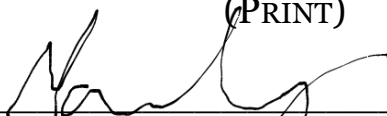
**Situs:** The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.**

**EVENT ORGANIZER:** Marley Angervil

(PRINT)



(SIGNATURE)

**DATE:** 1 / 11 / 23

