



## Lake Park Town Commission, Florida

### Regular Commission Meeting

Wednesday, February 15, 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>—</b>	<b>Vice-Mayor</b>
<b>John Linden</b>	<b>—</b>	<b>Commissioner</b>
<b>Roger Michaud</b>	<b>—</b>	<b>Commissioner</b>
<b>Mary Beth Taylor</b>	<b>—</b>	<b>Commissioner</b>
<b>John D'Agostino</b>	<b>—</b>	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	<b>—</b>	<b>Town Attorney</b>
<b>Vivian Mendez, MMC</b>	<b>—</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: 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.*

#### **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. February 1, 2023 Regular Commission Meeting Minutes**

- 2. REQUEST FOR AUTHORIZATION FOR THE TOWN MANAGER TO ENCUMBER AND EXPEND STREETS AND ROADS FUNDING AND ACCEPT A PROPOSAL FROM M&M ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY PAVING FOR MAINTENANCE AND REPAIR OF SIDEWALKS AT MULTIPLE TOWN LOCATIONS.**

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

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

**NEW BUSINESS:**

- 3. RESOLUTION 15-02-23 OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SPEND SURPLUS FUNDS FROM THE SANITATION FUND BUDGET TO ACQUIRE ONE NEW FRONT-END LOADER REFUSE TRUCK AND ONE NEW AUTOMATIC SIDE-LOADER REFUSE TRUCK.**
- 4. Resolution 16-02-23 Amendment to PBSO Contract to eliminate motor unit and add patrol unit to perform speeding mitigation measures as required by Captain.**

**PUBLIC COMMENT:**

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

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on March 1, 2023



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** February 15, 2023

**Originating Department:** Town Clerk

**Agenda Title:** February 1, 2023 Regular Commission Meeting Minutes

**Approved by Town Manager:** John D'Agostino Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park,  
ou=Town Manager,  
email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.02.09 20:32:14 -05'00' **Date:** \_\_\_\_\_

**Cost of Item:** \$0.00 **Funding Source:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:**

**Date:** n/a **Newspaper:** \_\_\_\_\_

**Attachments:** Minutes, Exhibits "A-E"

**Please initial one:**

S.E. Yes I have notified everyone

Not applicable in this case

### Recommended Motion:

I move to approve the February 1, 2023 Regular Commission Meeting Minutes.



## Lake Park Town Commission, Florida

### Regular Commission Meeting

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<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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#### CALL TO ORDER/ROLL CALL

6:30 P.M.

#### PRESENT

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Roger Michaud

Commissioner Mary-Beth Taylor

#### PLEDGE OF ALLEGIANCE

Vice-Mayor Glas-Castro

#### 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.

Town Manager D'Agostino explained the item. Public Works Director Roberto Travieso introduced Mr. James Golden of Pavement Management Group (PMG) who presented to the Commission (see Exhibit "A"). Commissioner Michaud questioned if the story map progression would be updated as projects are completed. Public Works Director Travieso answered "Yes", and explained that PMG would provide continuous progress reports. Commissioner Linden asked if any commercial roads would be done during the next five-years. Public Works Director Travieso stated that Gateway was scheduled to be done. Mr. Golden explained that the preservation process of the roadway activities. Public Works Director Travieso explained why certain roads are on the plan and others are being held off because of draining improvements being done prior to roadway improvements.

Commissioner Taylor asked how many failed roads were in Town. Mr. Golden responded and referenced a slide in the presentation. Commissioner Taylor asked about the cool roadway treatment. Mr. Golden stated that he has heard of it, but not in the State of Florida.

Town Manager D'Agostino explained why they were following the proposed program. Commissioner Linden asked about funding for the project. Town Manager D'Agostino explained the different funding sources being used to fund the program.

## 2. Three-Year Update Report Presented by ShotSpotter.

Mr. Alfred Lewers Jr. of ShotSpotter presented to the Commission (see Exhibit "B"). The Commission thanked Mr. Lewers for his presentation. They commented on the value of the program to the Town. Commissioner Linden questioned if there was an interactive phone application for citizens to receive notifications. Mr. Lewers answered "No", and explained that a phone application was not made available for various safety precautions. Commissioner Michaud questioned if Police Officers had real time access on their phones or laptops. Mr. Lewers explained that there was no real time phone alerts, everything was web-based. Mr. Lewers explained that reports and data analysis could be provided to the Town upon request. Vice-Mayor Glas-Castro thanked Mr. Lewers for his presentation and suggested sharing the success of ShotSpotter technology with Town residents.

## **PUBLIC COMMENT:**

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Judith Thomas spoke of the liter in the Town parks and announced that she had recently collected 10-pounds worth of whippets (Nitrous Oxide Cartridges).

### **CONSENT AGENDA:**

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Motion made to approve the Consent Agenda by Commissioner Michaud, Seconded by Commissioner Linden.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Taylor

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, DIVISION 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):**

None

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

None

### **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.

Town Manager D'Agostino explained the item.

Motion made to approve Ordinance 03-2023 by Commissioner Linden, Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Michaud.

Town Attorney Baird read the Ordinance by title only.

**NEW BUSINESS:**

9. Resolution 12-02-23 Maintenance Agreement for License Plate Readers and LPR, New Systems throughout the Town, and the CRA.

Town Manager D'Agostino explained the item (see Exhibit "C"). Commissioner Linden questioned why the LPR Warranty lasted for one-year. Captain Thomas Gendreau with the Palm Beach County Sheriff's Office explained that the LPR's were purchased in 2018 with a one-year warranty. He explained that over time Detective Black has serviced the LPR's (basic troubleshooting). Town Manager D'Agostino and Captain Gendreau explained the terms of the service agreement for the newly installed LPR's.

Motion made to approve Resolution 12-03-23 by Commissioner Michaud, Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Linden

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.

Town Manager D'Agostino explained the item.

Motion made to approve Resolution 13-02-23 by Commissioner Michaud, Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Linden

#### 11. Lake Park Sparks Waiver Requests

Town Manager D'Agostino explained the item (see Exhibit "D").

Motion made to approve the Lake Park Sparks Waiver request by Commissioner Linden,  
Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Michaud

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None

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

**Town Attorney Baird** had no comments.

**Town Manager D'Agostino** submitted his comments by Exhibit "E".

**Commissioner Linden** announced his attendance at recent Community Events in the Town of Lake Park and the City of Riviera Beach. He announced the closure of Casper's on Park Avenue. He announced the upcoming Lake Park Diversity Council Meeting on February 8, 2023 at 11:30 a.m.

**Commissioner Michaud** announced his attendance at recent City of Riviera Beach event.

**Commissioner Taylor** shared her hopes for the future in the Town of Lake Park.

**Vice-Mayor Glas-Castro** questioned if the Commission would support a Proclamation Recognizing March 2023 as Bicycle Month.

**REQUEST FOR FUTURE AGENDA ITEMS:** None

**ADJOURNMENT:** 8:53

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



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 1.

MEETING DATE: 2/1/2023

**Cards must be submitted before the item is discussed!!**

**\*\*\*Three (3) minute limitation on all comments**

Name: Judith Thomas

Address: Jasmine Drive

**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:

Consent Agenda #4 Ilex Park

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*.

# 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

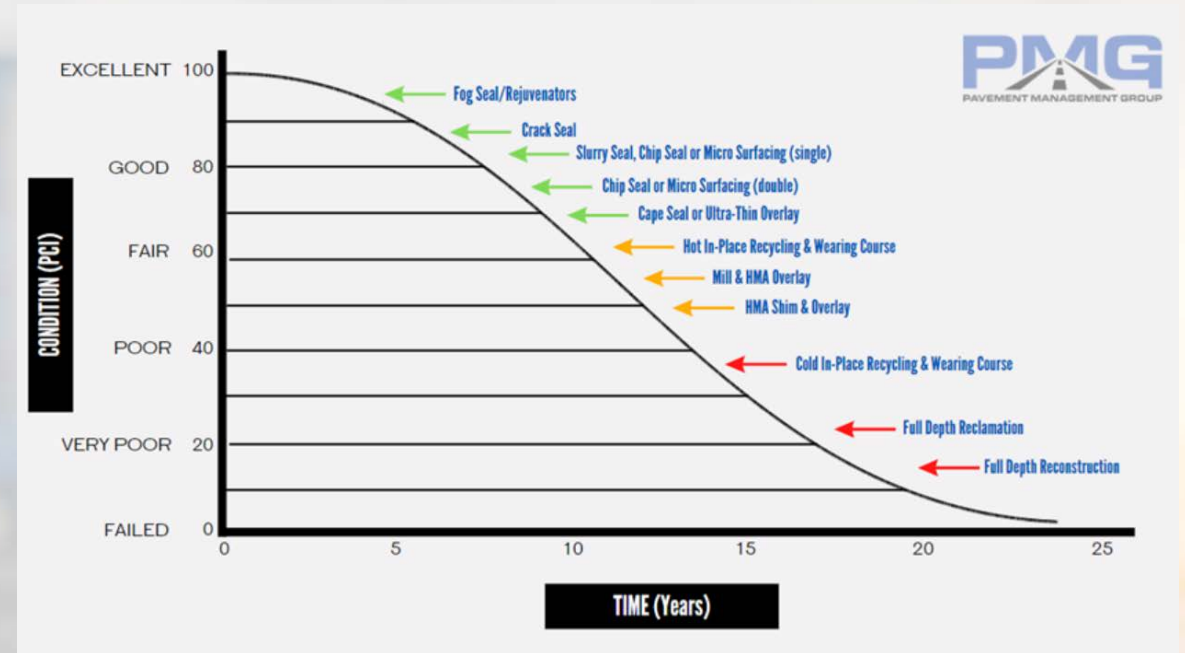


# PAVEMENT MANAGEMENT

## **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

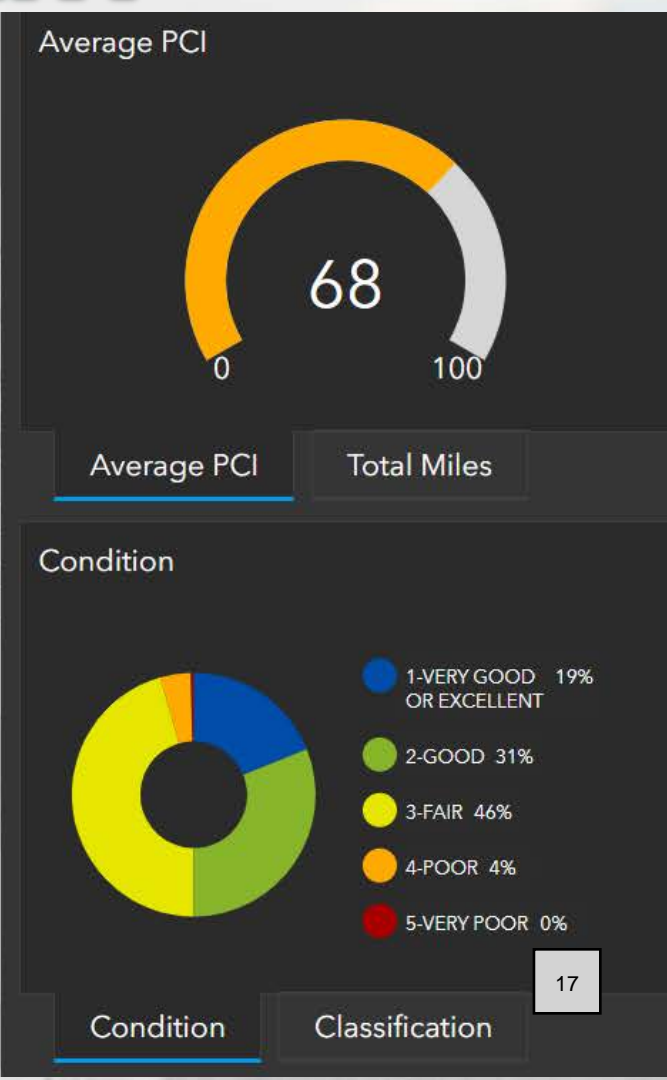
## ***THE BLUEPRINT & PLAN***

- 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



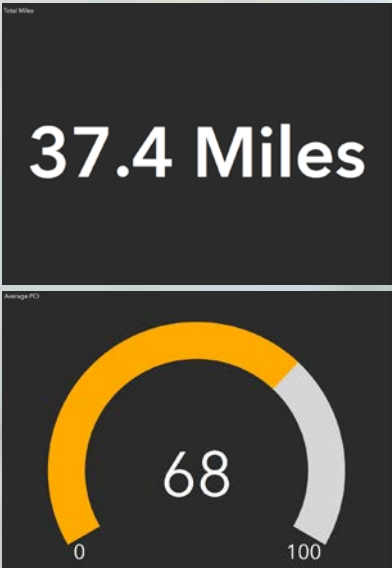
# PAVEMENT MANAGEMENT

## 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

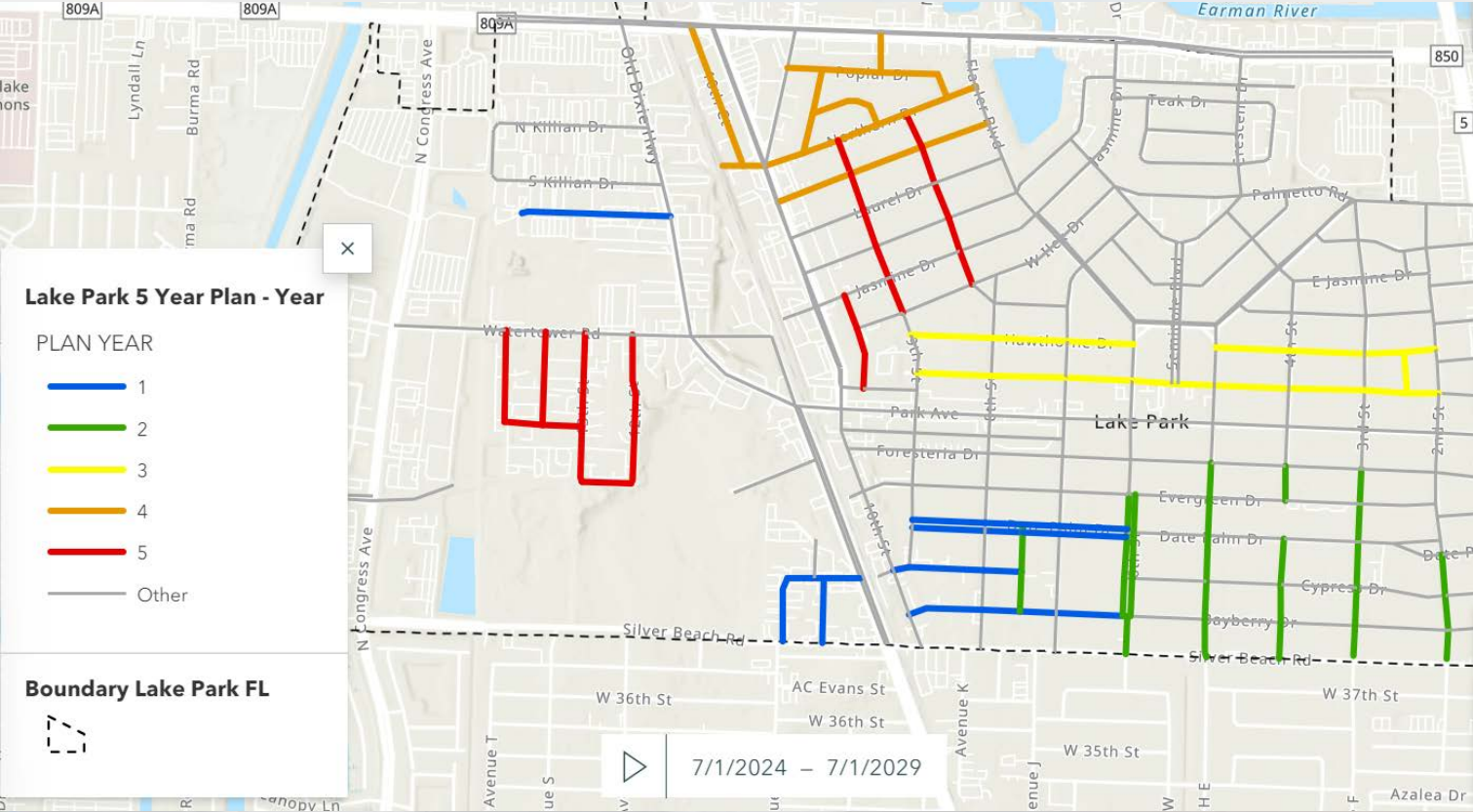
## **MILL & OVERLAY CANDIDATE**



Gateway Road - Section 01

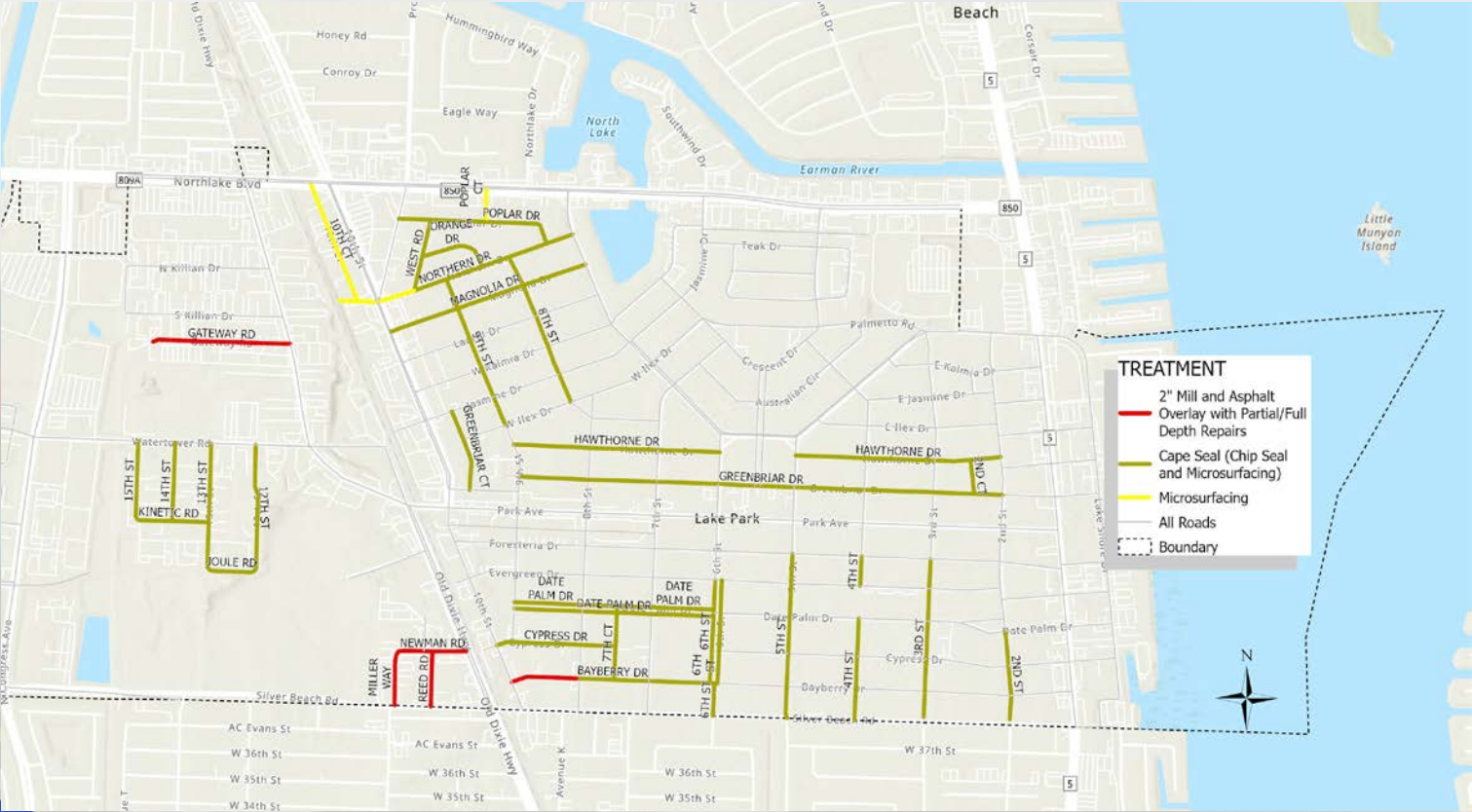
# PAVEMENT MANAGEMENT

## 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

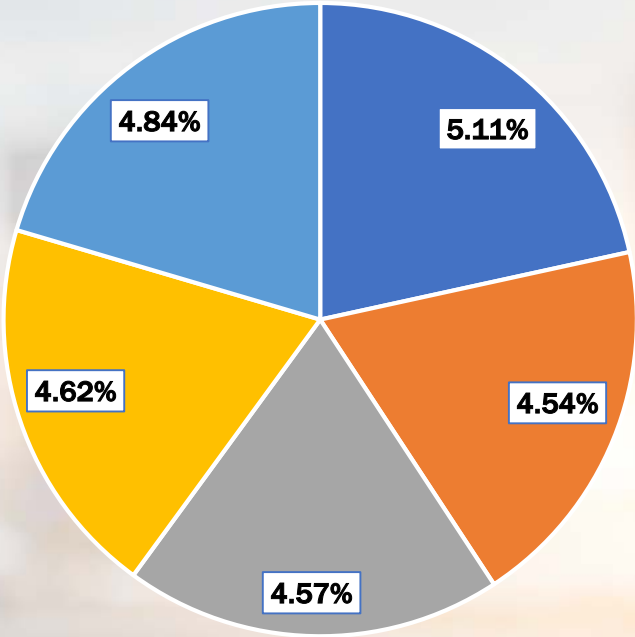
Excluded

- 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%

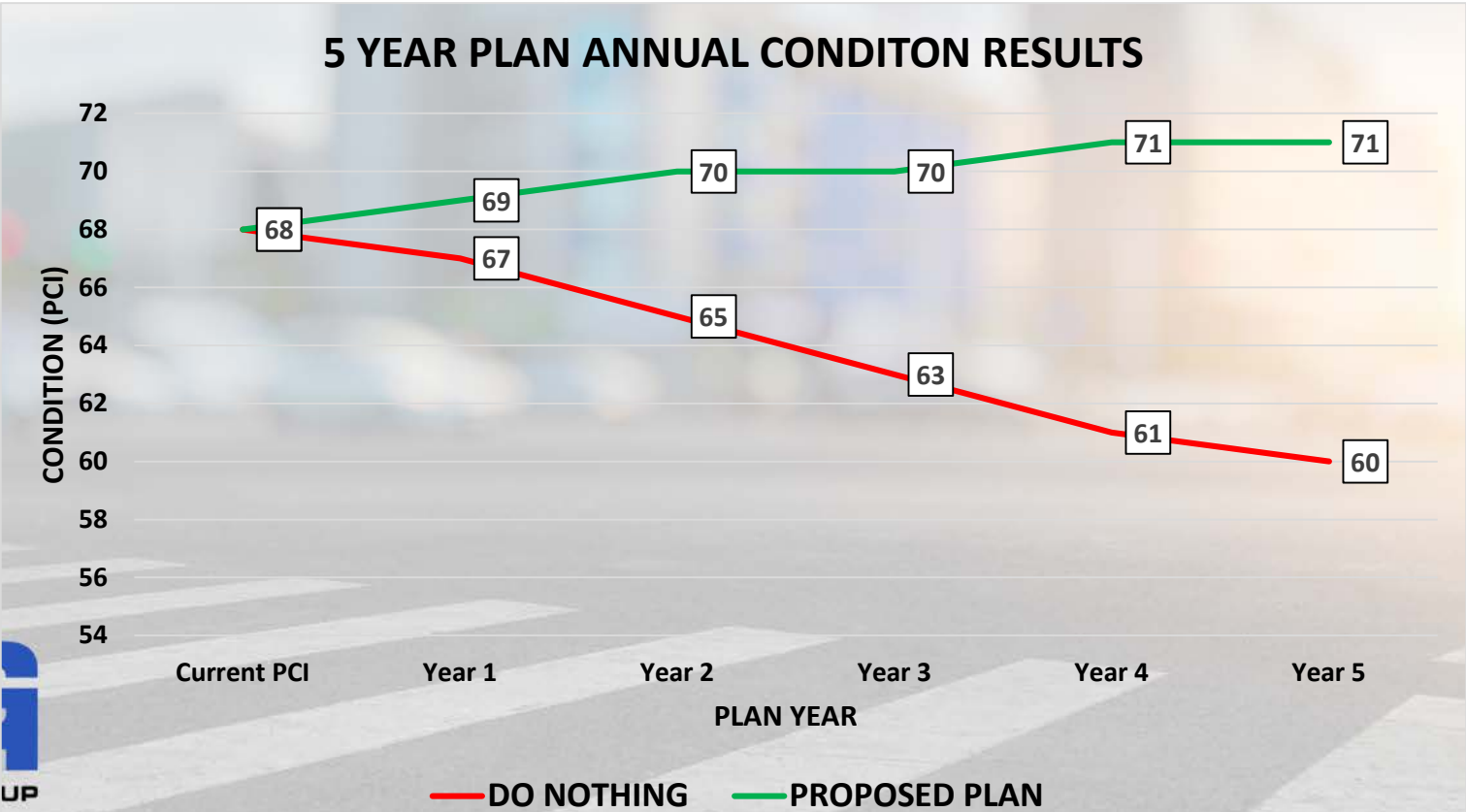


■ Year 1 ■ Year 2 ■ Year 3 ■ Year 4 ■ Year 5

# 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



## EXHIBIT "B"



# 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

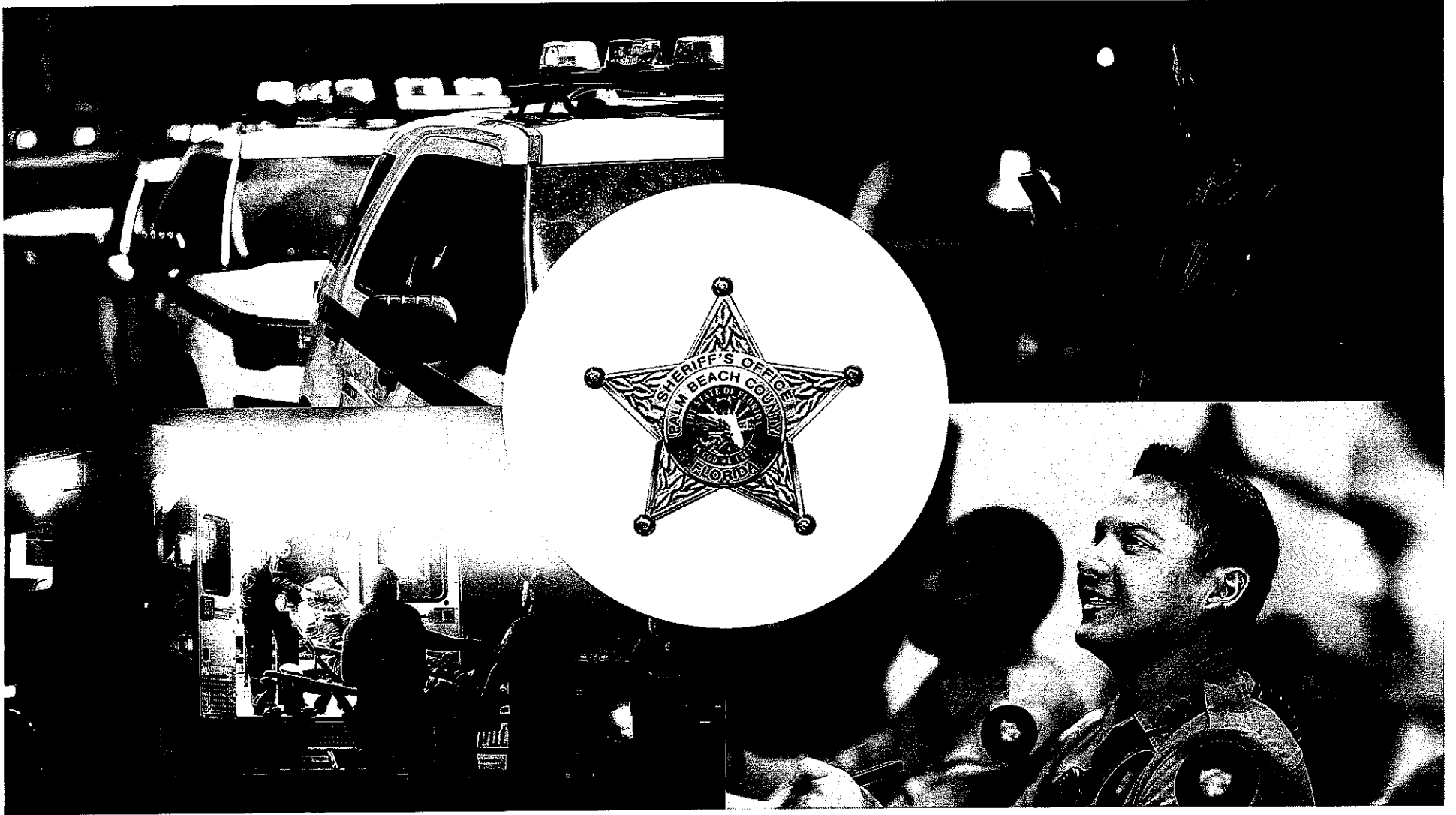
*Educates your analysts and  
investigators to produce  
actionable intelligence*  
  
*(Prior LE – 15 Years)*



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

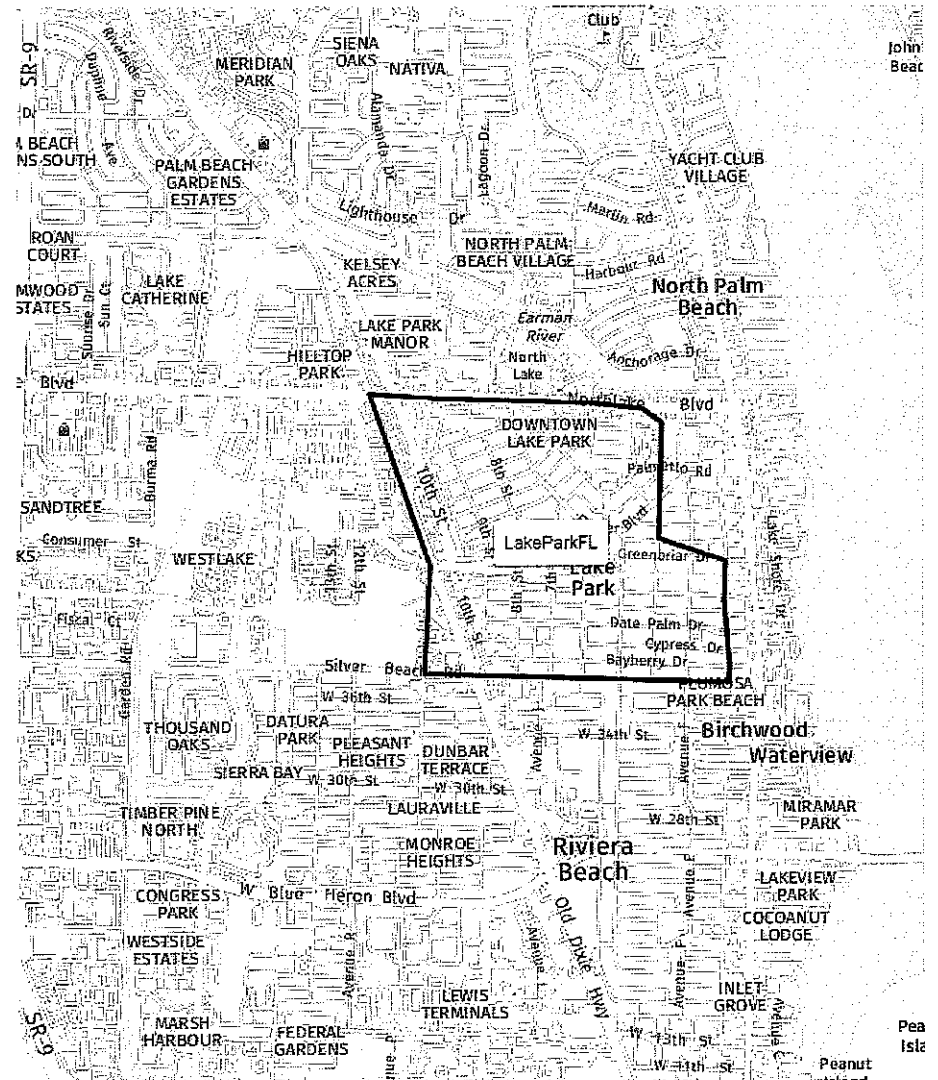
## Your Coverage Area

AREA (sq. mi.)

1.00

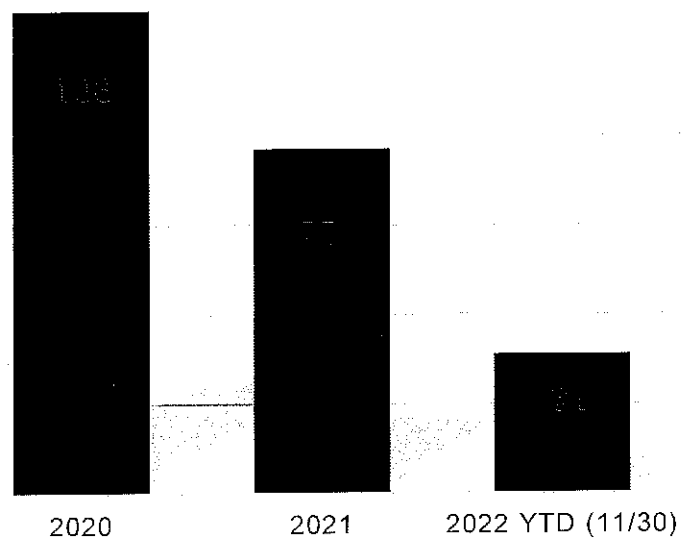
GO LIVE

APR. 23, 2019

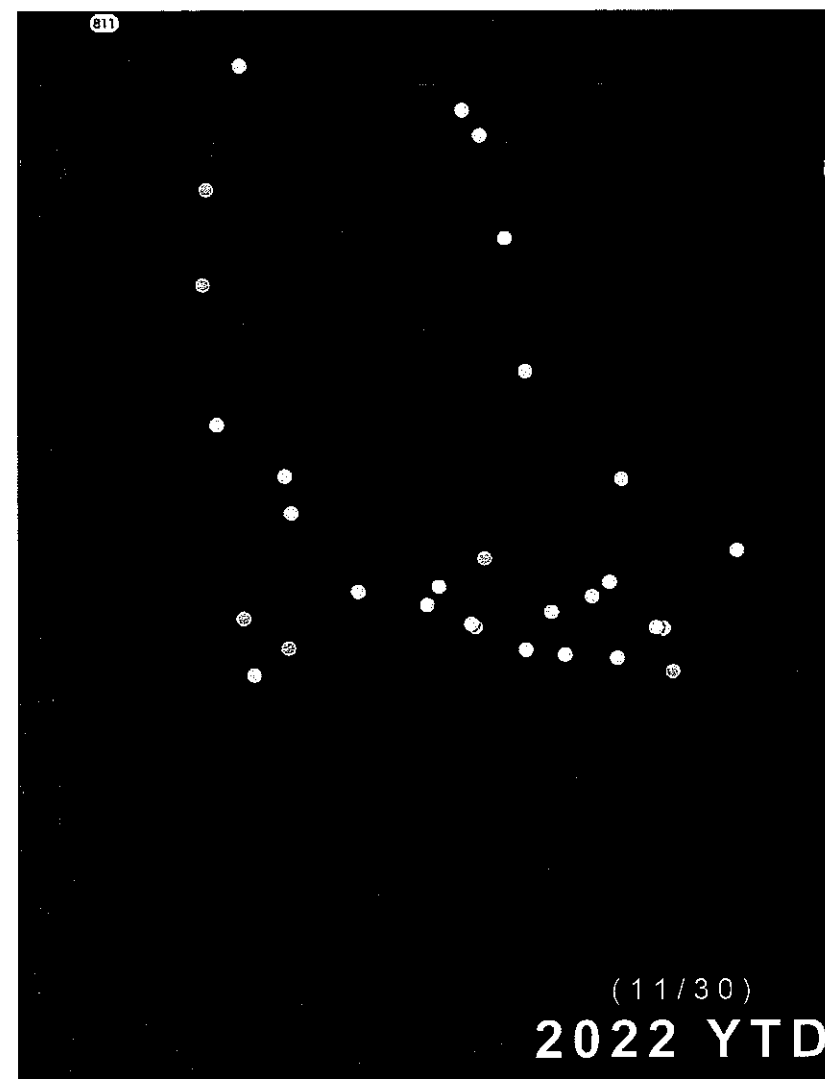


# ShotSpotter Alerts Annual Gunfire Activity

JAN 1 – DEC 31



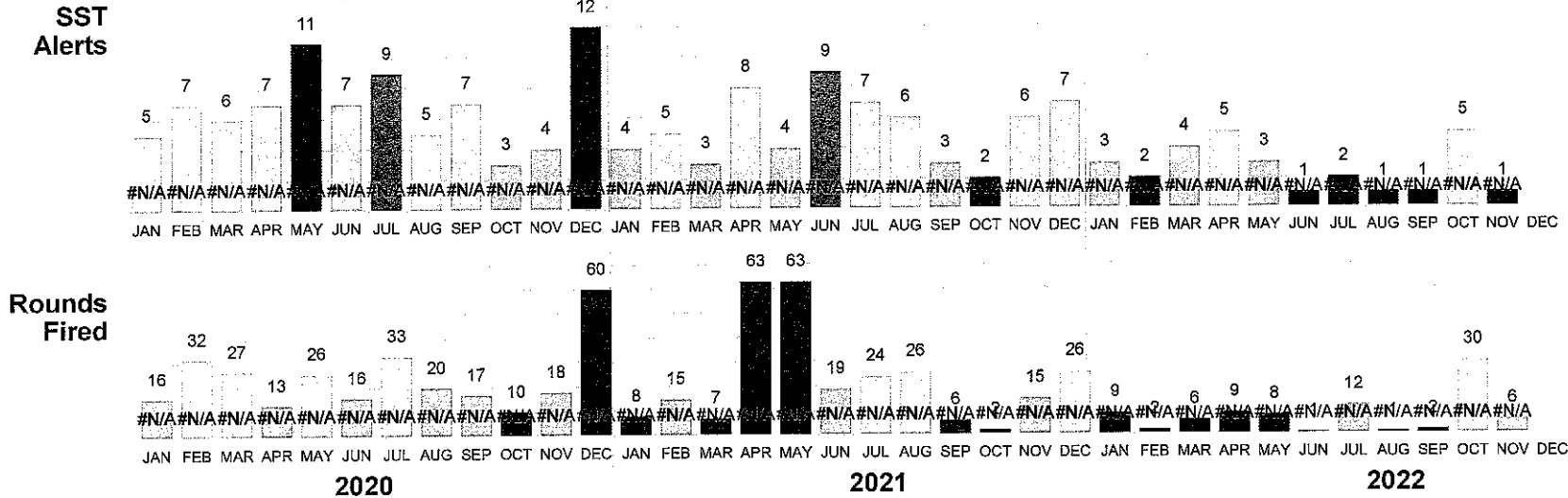
 ShotSpotter



# ShotSpotter Alerts & Rounds Fired

## Gunfire Activity by Month

JAN 1, 2020 – NOV 30, 2022\*



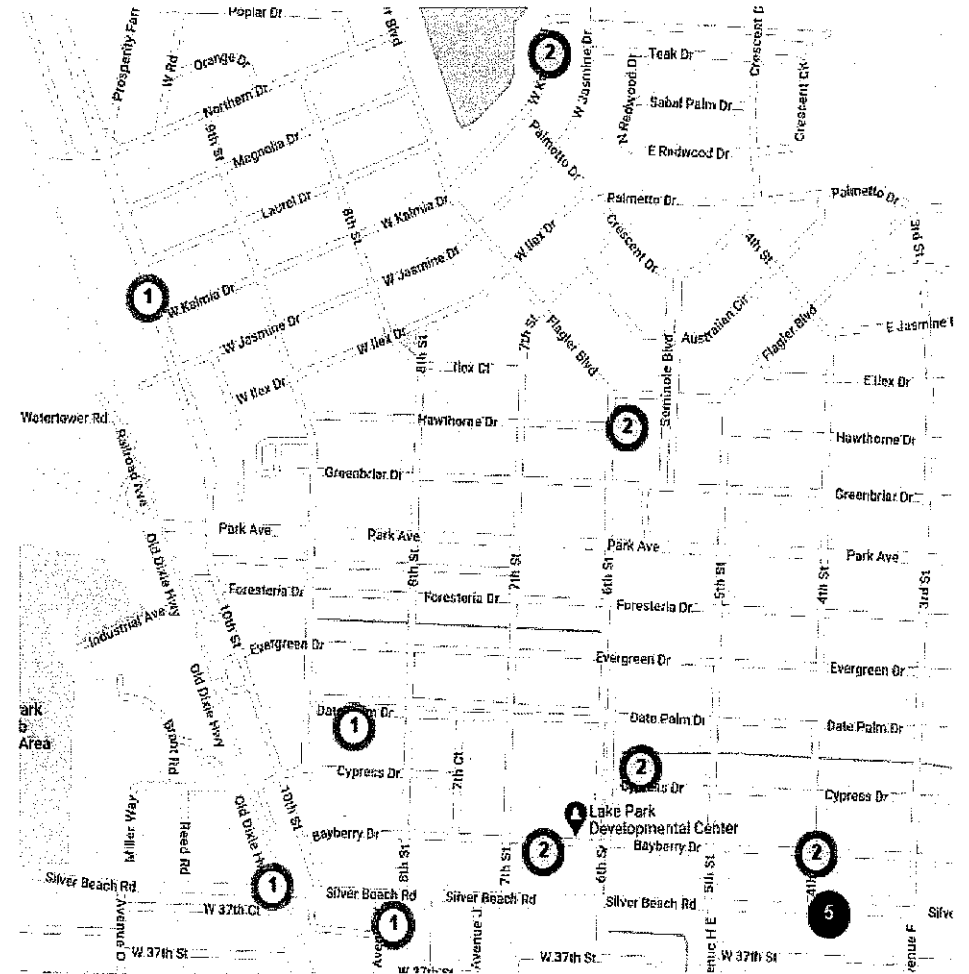
\*New Year's Eve, New Year's Day and Independence Day are Excluded. 6

# 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.



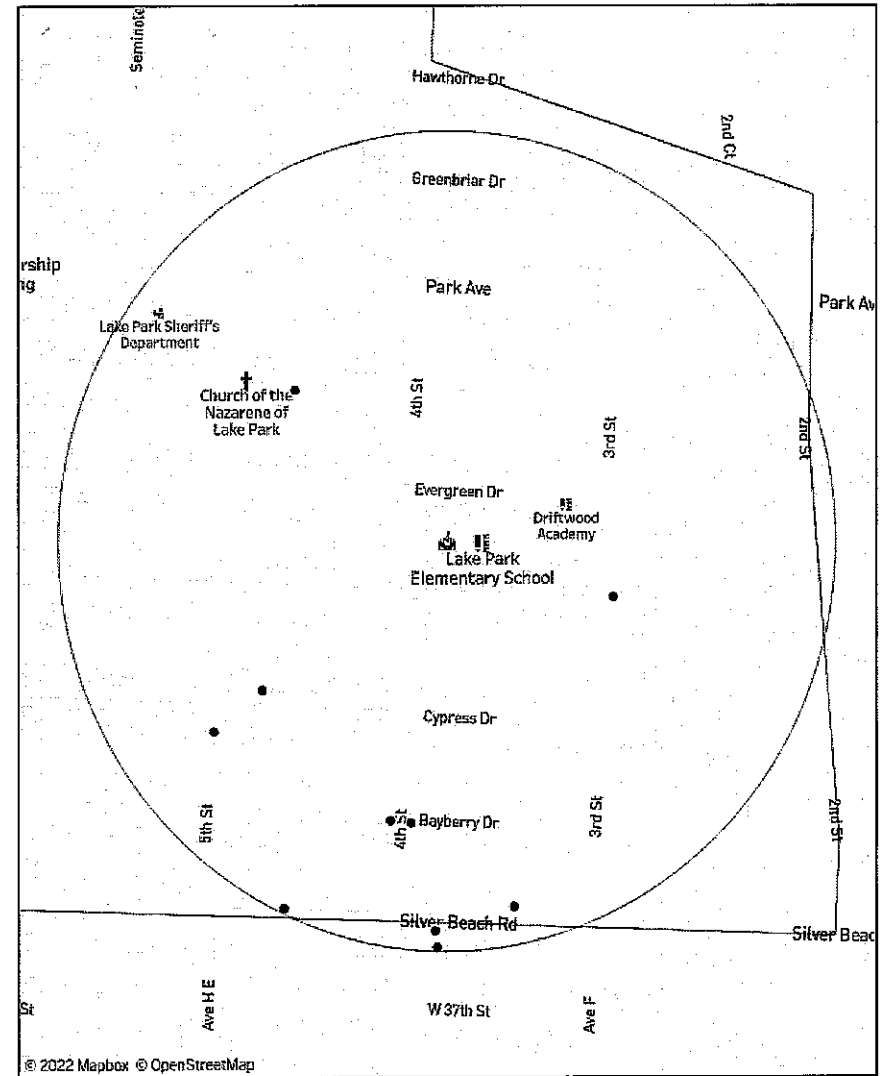
## ShotSpotter Alerts Alerts Near Public Schools

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 RATE	MISSED INCIDENTS	MISLOCATED EVENTS	MISCLASSIFIED INCIDENTS	FALSE POSITIVES	0
100%	0	0	0	FALSE 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

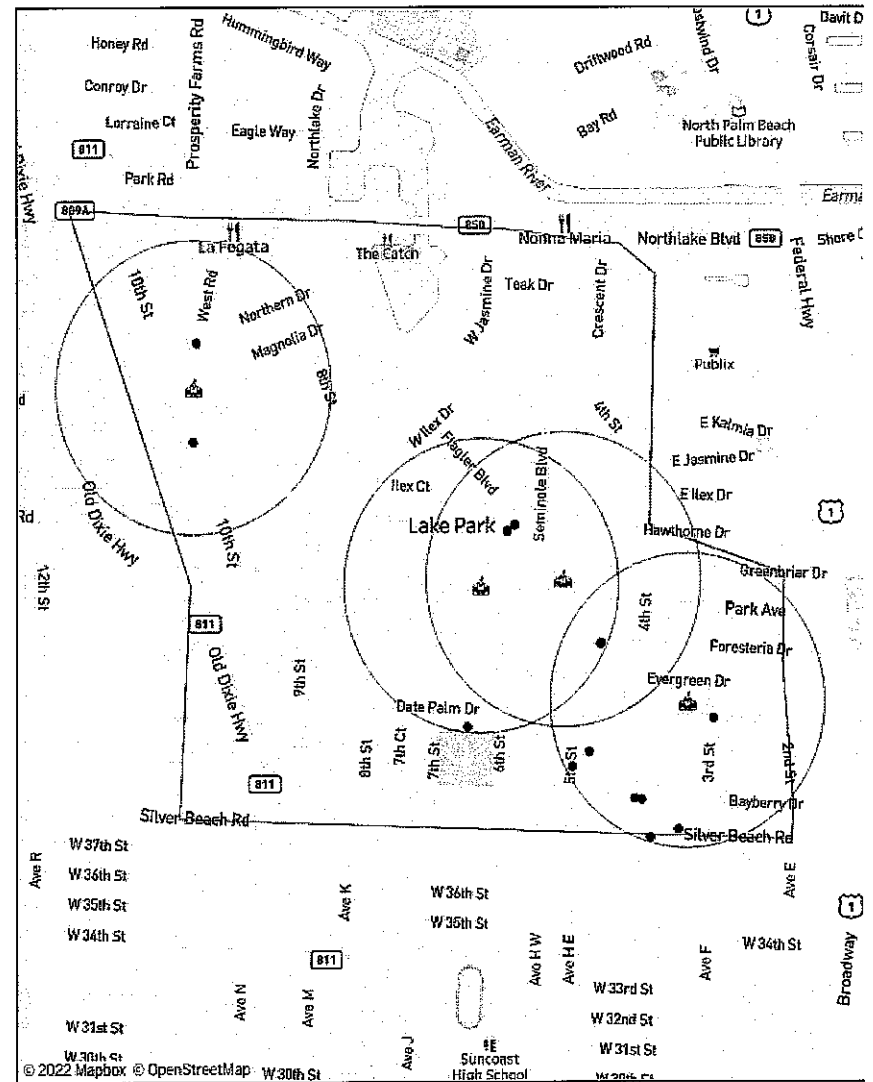
# ShotSpotter Alerts Alerts Near Private Schools

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.



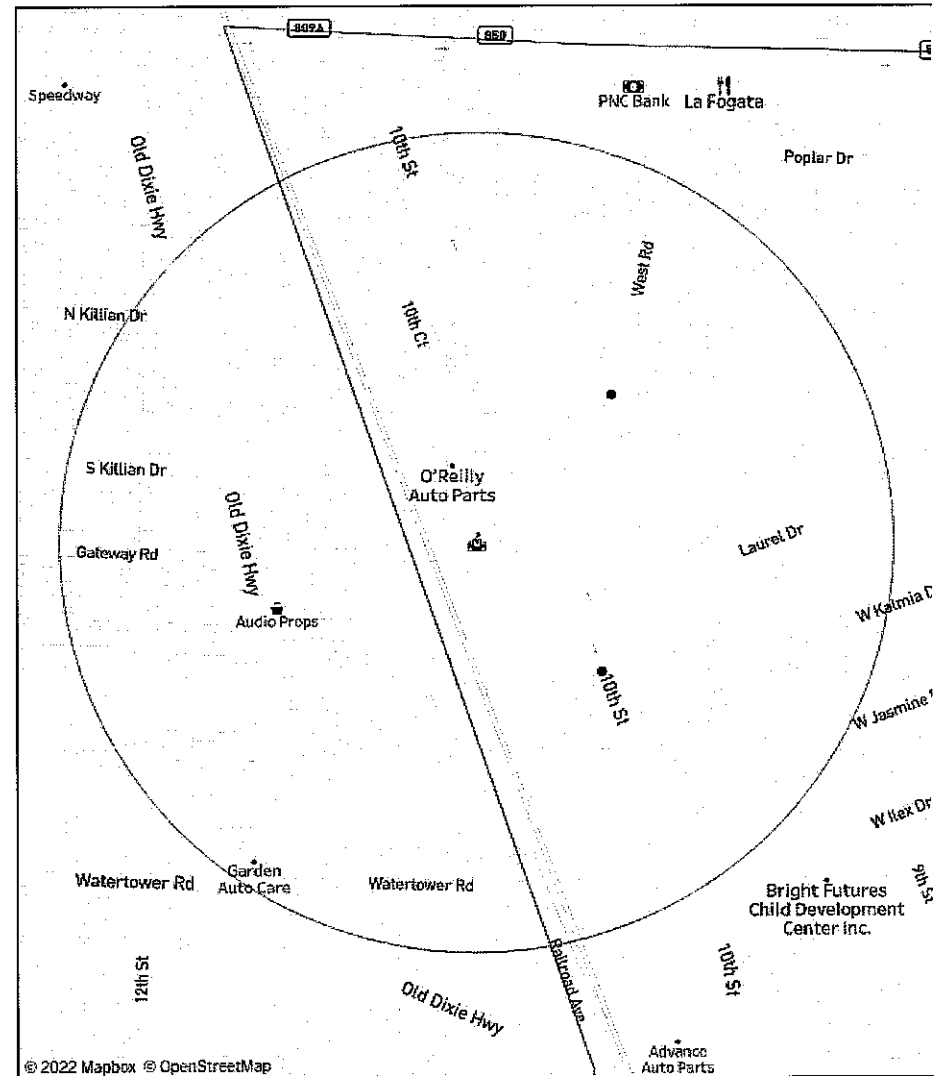
## ShotSpotter Alerts

### 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
Total	2	18

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 - PBSO 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 ILS	MONTHLY AVERAGE	ANNUAL ALERTS	SINGLE GUNSHOT	MULTIPLE GUNSHOT
0	0	32	12	13

DETAILED FORENSIC REPORTS	0	EXPERT WITNESS TESTIMONY	0
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ShotSpotter

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

RESPOND ID: 779-367632

Google

INCIDENT: 776-287603  
DATE/TIME: NOV 01, 2022 06:12:49  
BLOCKS: 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 / 561 m	<a href="#">CLICK TO PLAY</a>

For more information, email support@shotspotter.com, call 866-776-1877 or +1-512-764-3144. ©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

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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



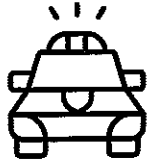
Self-  
Dispatch

# Best Practices and Lessons Learned

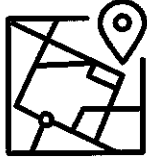
## Response



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



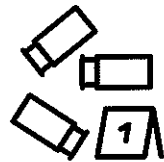
Victims Located  
/ Lives Saved



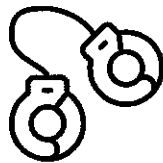
No 911 Call



Firearms  
Recovered

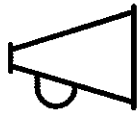


Shell Casing  
Located /  
NIBIN Hits



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



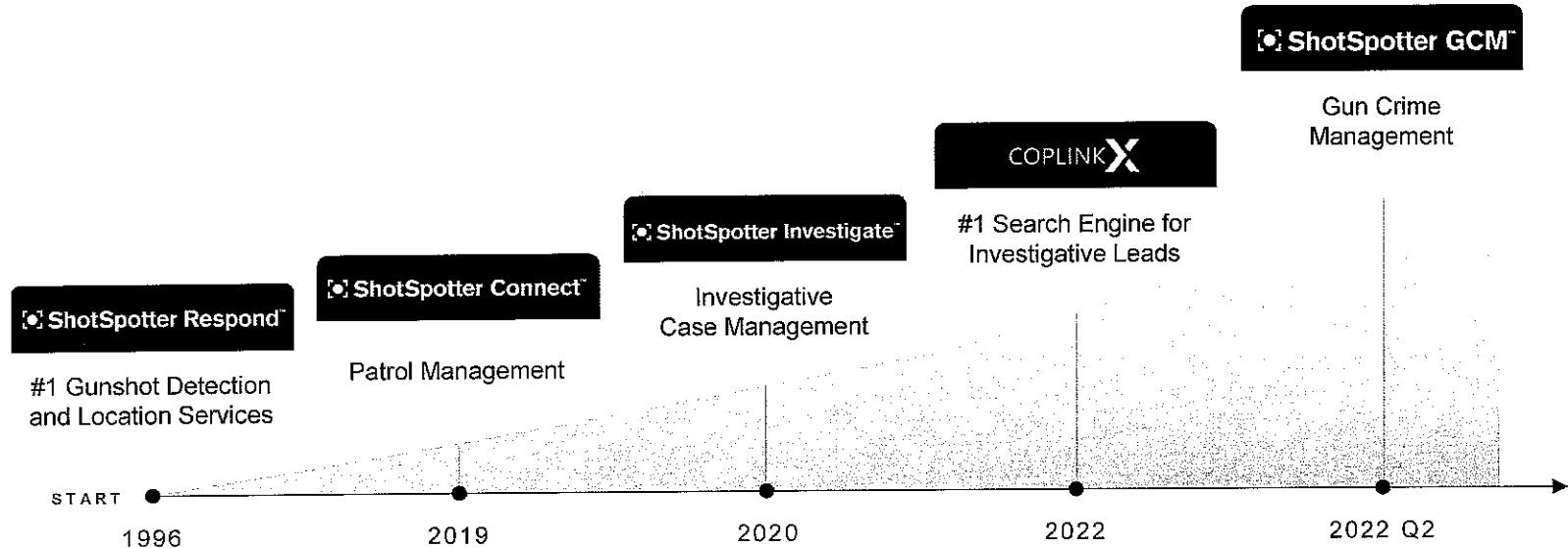
**ShotSpotter has Public Relations resources we can assist with.**



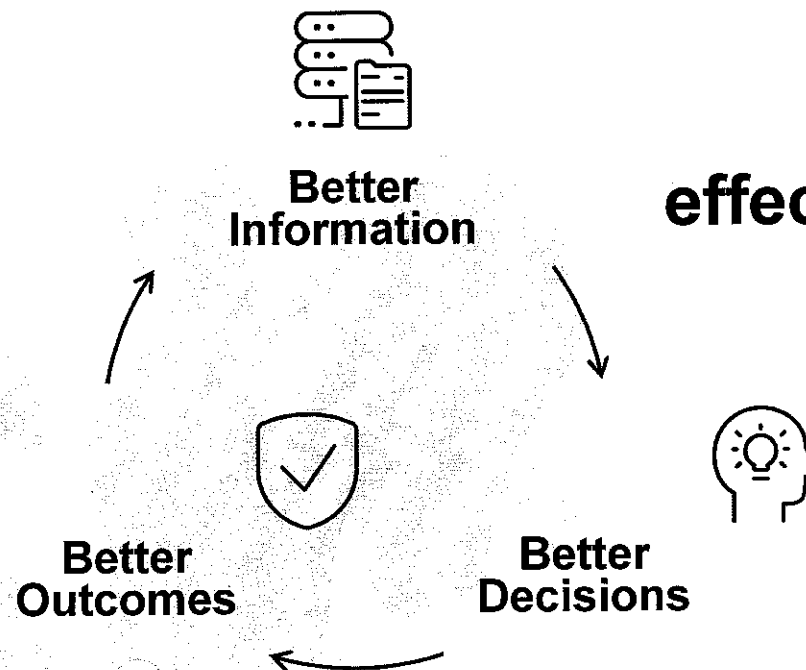
# New Solutions for Today's Policing Challenges

## **Going Beyond Gunshot Detection**

# ShotSpotter – Going Beyond Gunshot Detection

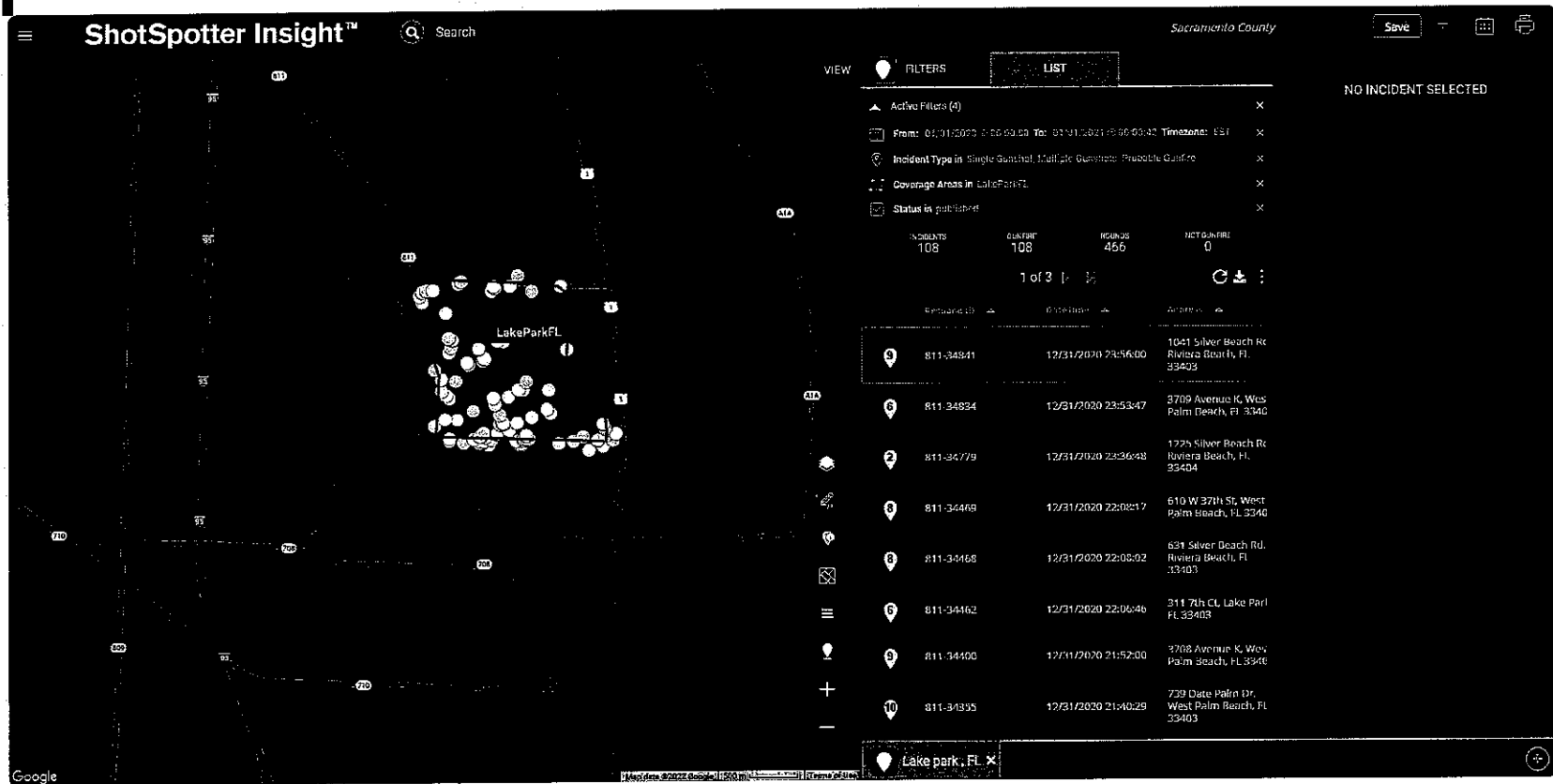


# ShotSpotter Precision Policing Platform Unleashes



**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.

**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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Service Provider Initials

☐ **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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Customer Initials

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Service Provider Initials

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

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Customer Initials

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Service Provider Initials

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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Customer Initials

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Service Provider Initials

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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Customer Initials

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Service Provider Initials

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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Customer Initials

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Service Provider Initials

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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Service Provider Initials

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.

\_\_\_\_\_  
Customer Initials

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Service Provider Initials

[SIGNATURE PAGE FOLLOWS]

Customer Initials

Service Provider Initials

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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**

<b>Vetted Security Solutions</b>		
<b>Electronics</b>	<b>Price</b>	<b>Part</b>
<b>Tycon</b>	<b>\$299.48</b>	<b>N/A</b>
<b>PEPWAVE</b>	<b>\$518.53</b>	<b>N/A</b>
<b>FIXED LPR PC</b>	<b>\$1,604.27</b>	<b>N/A</b>
<b>Power Supply</b>	<b>\$104.93</b>	<b>N/A</b>
<b>Cable Pull</b>	<b>\$150.00</b>	<b>N/A</b>
<b>5 Port PoE Gigabit</b>	<b>\$637.50</b>	<b>N/A</b>
<b>5 Port PoE Non-Gigabit</b>	<b>\$435.12</b>	<b>N/A</b>
<b>8 Port PoE Gigabit</b>	<b>\$266.67</b>	<b>N/A</b>
<b>8 Port PoE Non-Gigabit</b>	<b>\$186.67</b>	<b>N/A</b>
<b>65-Watt Antaira</b>	<b>\$291.67</b>	<b>N/A</b>
<b>Fixed LPR replacement</b>	<b>\$6495.00</b>	<b>N/A</b>
<b>WANCO</b>		
ICC Touchscreen Controller for Creating Messages for Trailers <b>without</b> Traffic Data Classifier	\$765	216613-C1
Extreme Speed Red and Blue Flashing Strobes or White Flashing Strobes (Inside the Display)	\$270	203679
<b>Wanco Premium Traffic Data Classifier System</b> (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>		
<b>Wanco Traffic Data Classifier System</b> (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) (15-amp Battery Charger)		
Wanco Standard Battery Box	\$370	N/A
(One – 12VDC AGM Batteries - 200 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Lock	\$670	N/A
(One – 12VDC AGM Batteries - 200 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Locks	\$1,470	218764-C1
(Two – 12VDC AGM Batteries - 400 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Locks	\$2,570	215919-C1
(Three – 12VDC AGM Batteries - 600 Ah total capacity) (45-amp Battery Charger)		
<b>Custom Color</b>		
Custom Color Scheme – Electrostatic Powder Coat, 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) 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. 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) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating. NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F). 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. 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) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating. NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F). 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. 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) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating. NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F). 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) 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. 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) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating. NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F). 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" •Battery Backup Kit for 2 Camera Intelligent LPR Enclosure •1x 100Ah 12VDC Lithium Battery in a 12VDC System •100Ah Total •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. 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) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating. NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F). 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. 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) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating. NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F). 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 Facility Rental Application

EXHIBIT "D"

**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





## TOWN MANAGER COMMENTS

### TOWN COMMISSION MEETING Wednesday, February 1, 2023

#### P3 Comprehensive Agreement

Staff is continuing to work with our Town Attorney, the Attorney for Forest Development, SDI, and the Forest Development team in finalizing the P3 Comprehensive Agreement. Once the Comprehensive Agreement has been finalized for presentation to the Commission, I will be scheduling a Commission workshop to give you all an ample opportunity to review the final agreement prior to bringing it before you at a Commission meeting.

#### Town Grantmaking Program

All applications for the Town's grantmaking program are due this **Friday, February 3**, by 5:00 p.m. Applications can **only** be accepted by the Town Clerk's office.

Applications will be reviewed by a committee that will present its recommendations to the Commission at an upcoming meeting. Commissioners are respectfully requested to not communicate about the grant application or grant process with any potential grant recipients prior to the presentation at said Commission meeting.

#### HUMAN RESOURCES

##### Town Job Openings

The Public Works Department is seeking qualified individuals to fill the following positions:

Stormwater Technician II. Pay range: \$18.21 to \$28.22 per hour. The application deadline is 5:00 p.m. on **February 3, 2023**.

Maintenance Worker. Pay range \$15.90 to \$23.40 per hour. The application deadline is 5:00 p.m. on **February 14, 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.

#### LIBRARY

The Lake Park Public Library and Bridges of Lake Park would like to invite everyone to attend the "Love Your Library" event on **Wednesday, February 15** from 5:00 p.m. to 8:00 p.m. Find out what the library can do for you, as well as sign up for a library card, get some

pizza and giveaways, and for the kids, a heart craft, Valentine's coloring pages, and making a Valentine's card. This is the start of the Library's return to regular hours. Thursday, February 16, the Library will be open 9:00 a.m. to 8:00 p.m. The Library's schedule will be Monday, 9:00 a.m. to 6:00 p.m., Tuesday, Wednesday, and Thursday, 9:00 a.m. to 8:00 p.m., Friday, 9:00 a.m. to 4:00 p.m., and Saturday, 10:00 a.m. to 4:00 p.m.

## **PUBLIC WORKS**

The Public Works Department is pleased to be able to offer you a new and more efficient method for requesting service. The department has implemented a web-based system that enables you to submit requests for all Public Works services or report issues simply by completing a short form. We ask that you provide your contact information (including email address) to enable automatic notifications regarding the status of your request and to allow us to reach you should we have any questions. For your convenience, you may access the system by visiting the Town's website at [lakeparkflorida.gov](http://lakeparkflorida.gov) and selecting "**Request Service**" under the "**I Want To**" menu (on the top right corner). Alternatively, you may also click on **Government**→ **Departments**→ **Public Works**→ **Request Service**. Please contact the Public Works Department with any questions about the new system by calling (561) 881-3345 or emailing [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov).

Additionally, we are 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**

### **Dr. Seuss Read Across America**

The Town Commission and Town Manager have been invited by Lake Park Elementary to participate in this year's Dr. Seuss Read Across America. The event will take place on Thursday, March 2 from 8:30 am – 1:00 pm. The Special Events Department will reach out to the Town Commission individually to schedule the 30 minute reading times. The book will be provided by Lake Park Elementary.

### **St. Patrick's Day Parade**

*Item 1.*

The Town Commission has been invited to participate in the Palm Beach Shores St. Patrick's Day Parade on Saturday, March 11. The parade will kick off at the Community Center at 11:00 am. Please let us know who would like to participate as soon as possible. The Special Events Departments will make the arrangements.



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** February 15, 2023

**Originating Department:** Public Works

**Agenda Title:**

**REQUEST FOR AUTHORIZATION FOR THE TOWN  
MANAGER TO ENCUMBER AND EXPEND STREETS AND  
ROADS FUNDING AND ACCEPT A PROPOSAL FROM M&M  
ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY  
PAVING FOR MAINTENANCE AND REPAIR OF  
SIDEWALKS AT MULTIPLE TOWN LOCATIONS.**

**Approved by Town Manager:**

John D'Agostino

Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park,  
ou=Town Manager,  
email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.02.13 16:10:58 -0500

**Date:**

**Cost of Item:**

\$119,997.25

**Funding Source:**

Streets & Roads: Sidewalk  
Improvement

**Account Number:**

N/A

**Finance  
Signature:**

Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o=ou,  
email=jduvall@lakeparkflorida.gov, c=US  
Date: 2023.02.13 13:38:06 -0500

**Advertised:**

N/A

**Date:**

N/A

**Newspaper:**

N/A

**Attachments:**

1. Agenda Request Form (ARF)
2. All County Proposal No.
3. Sidewalk Repair Location Maps (FY23)
4. Agreement between Town of Lake Park and All County Paving

**Please initial one:**

Yes, I have notified everyone

*MP*

Not applicable in this case

### Summary Explanation/Background:

On November 2, 2022, the Town Commission adopted Resolution 78-11-22, which executed an agreement with All County Paving (Contractor) for the provision of maintenance and repair of streets, roads, and related services per the terms and conditions of City of Sunrise/All

County's Agreement No. 20200000111 (Cooperative Purchase).

Since October 2021, the department has utilized this competitively solicited contract to successfully replaced more than 1,100 linear feet of sidewalks at sixty-three (63) locations throughout the Town.

This agenda item is seeking approval to encumber/ expend **\$119,997.25** of budgeted sidewalk repair funding to replace over **2,108 linear feet** of sidewalks at **fifty (50)** locations throughout the Town.

The work will also update two (2) crosswalk locations to comply with the Americans with Disabilities Act (ADA) standards.

Furthermore, the Contractor has informed staff that once authorized to proceed, they will mobilize to begin repairs within 30 days.

The Town Manager recommends approval.

**Recommended Motion:** I move to authorize the Town Manager to proceed with accepting the proposal from All County Paving for sidewalk repairs at multiple location throughout the Town.



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** February 15, 2023

**Originating Department:** Public Works

**Agenda Title:**

**REQUEST FOR AUTHORIZATION FOR THE TOWN  
MANAGER TO ENCUMBER AND EXPEND STREETS AND  
ROADS FUNDING AND ACCEPT A PROPOSAL FROM M&M  
ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY  
PAVING FOR MAINTENANCE AND REPAIR OF  
SIDEWALKS AT MULTIPLE TOWN LOCATIONS.**

**Approved by Town Manager:** \_\_\_\_\_

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

**Cost of Item:** \$119,997.25

**Funding Source:** Streets & Roads: Sidewalk  
Improvement

**Account Number:** N/A

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

**Advertised:** N/A

**Date:** N/A

**Newspaper:** N/A

**Attachments:**

1. Agenda Request Form (ARF)
2. All County Proposal No.
3. Sidewalk Repair Location Maps (FY23)
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**Please initial one:**

Yes, I have notified everyone

*MP*

Not applicable in this case

### Summary Explanation/Background:

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Furthermore, the Contractor has informed staff that once authorized to proceed, they will mobilize to begin repairs within 30 days.

The Town Manager recommends approval.

**Recommended Motion:** I move to authorize the Town Manager to proceed with accepting the proposal from All County Paving for sidewalk repairs at multiple location throughout the Town.

**PROJECT INFORMATION:**

Town of Lake Park Sidewalk Repairs #004  
Misc Streets  
Lake Park,FL 33403  
Feb 13, 2023  
**PROPOSAL NUMBER: 2023-82101**

**SCOPE OF WORK:**

**STANDARD MOT:**

1. Set up standard MOT to include signage, barricades and/or cones.

**CONCRETE SIDEWALK REPAIRS:** Up to 5,025 Sq. Ft. in (35) location(s)

1. Sawcut and remove the damaged sections of the concrete sidewalks.
2. Sawcut and remove any surface tree roots as required.
3. Place forms for new 4" thick concrete sidewalks.
4. Pour new sidewalks using 3000 PSI concrete.
5. Apply a broom finish to new concrete surfaces.
6. Strip and remove forms after new concrete has set.
7. Haul away any related debris.

**\*This contractor will not be responsible for damage to grass, sod, irrigation or any other underground utilities.**

**CONCRETE SIDEWALK REPAIRS:** Up to 5,560 Sq. Ft. in (29) location(s)

1. Sawcut and remove the damaged sections of the concrete sidewalks.
2. Sawcut and remove any surface tree roots as required.
3. Place forms for new 4" thick concrete sidewalks.
4. Pour new sidewalks using 3000 PSI concrete.
5. Apply a broom finish to new concrete surfaces.
6. Strip and remove forms after new concrete has set.
7. Haul away any related debris.

**\*This contractor will not be responsible for damage to grass, sod, irrigation or any other underground utilities.**

**INSTALLATION TRUNCATED DOME MATS:**

1. Clean and prep existing area where the mats are to be installed.
2. Prepare area for the new mats.
3. Supply and install 13 yellow truncated dome mats 2' x 5'.
4. Haul away any related debris.

Road Restoration Services					
BID No. : 19-43-06-MS					
SCHEDULE 'A'					
CITY OF SUNRISE					
BID SHEET & CERTIFICATION					
ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING					
Vendor				M&M Asphalt Maintenance Inc., d/b/a All County Paving	
Item No.	Est Qty	Unit of Measure	Description	Price per Qty	Extended Price
1	8	Work Order	Mobilization and demobilization (move in – move out) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$795.00	\$6,360.00
2	8	Work Order	Maintenance of traffic (MOT) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$495.00	\$3,960.00
4	2153	LF	Furnish all materials, labor, and equipment to sawcut concrete sidewalks or concrete driveways or concrete curbing (any depth)	\$3.00	\$6,459.00
7	10585	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing concrete sidewalk or driveways	\$2.45	\$25,933.25
16	5025	SF	Furnish all materials, labor, and equipment to install 4" thick concrete sidewalk (with minimum 3000 Psi tested) including preparation and compaction of base rock materials	\$6.00	\$30,150.00
17	5560	SF	Furnish all materials, labor, and equipment to install 6" thick concrete sidewalk (with minimum 3000 Psi) including preparation and compaction of base rock materials	\$7.50	\$41,700.00
35	3	EA	Furnish all materials, labor and equipment to trim, remove and dispose of tree roots, or stump affecting concrete curbing or sidewalks.	\$295.00	\$885.00
37	130	SF	Furnish all materials, labor and equipment to install detectable warnings on existing asphalt or concrete surface. Truncated domes shall conform to FDOT roadway and traffic latest edition design standards, including preparation and pressure cleaning of surface area.	\$35.00	\$4,550.00
<b>TOTAL BID OFFER (ITEMS 1-43)</b>					<b>\$119,997.25</b>

Region	Number	Address	Width (in Feet)	Length of 4" (in Feet)	4" Square Footage (in Feet)	Length of 6" (in Feet)	6" Square Footage (in Feet)	ADA mat / stamp	Roots
South	217	Bayberry Dr	5	10	50		0		
South	222	Bayberry Dr	5	15	75	18	90		YES
South	404	Bayberry Dr	5	5	25	15	75		Survey/Add
South	411	Bayberry Dr	5		0	6	30		Survey/Add
South	415	Bayberry Dr	5	12	60		0		Survey/Add
South	426	Bayberry Dr	5		0	18	90		Survey/Add
South	433	Bayberry Dr	5	5	25	10	50		Survey/Add
South	444	Bayberry Dr	5		0	40	200		Survey/Add
South	454	Bayberry Dr	5	51	255	20	100		Survey/Add
South	455	Bayberry Dr	5		0	28	140	2	Survey/Add
South	120	Date Palm Dr	5		0	120	600		Survey/Add
South	123	Date Palm Dr	5	9	45		0		Survey/Add
South	126	Date Palm Dr	5		0	5	25		Survey/Add
South	148	Date Palm Dr	5	18	90	45	225	1	Survey/Add
South	601	Date Palm Dr	5	22	110	17	85	2	Survey/Add
South	617	Date Palm Dr	5	23	115		0		Survey/Add
South	639	Date Palm Dr	5	10	50	20	100		Survey/Add
South	644	Date Palm Dr	5	72	360	26	130	2	Survey/Add
South	645	Date Palm Dr	5	33	165	10	50		Survey/Add
North	355	Flagler Blvd/350 Australian Cir	6	45	270		0		Survey/Add
South	402	Foresteria Dr	5	47	235		0		Survey/Add
South	405	Foresteria Dr	5	21	105	5	25		Survey/Add
South	434	Foresteria Dr	5	55	275		0		Survey/Add
South	444	Foresteria Dr	5	35	175		0		Survey/Add
South	455	Foresteria Dr	5		0	20	100		Survey/Add
South	501	Foresteria Dr	5		0	34	170		Survey/Add
South	610	7th St	5	30	150		0		
North	220	Hawthorne Dr	5	20	100		0		Keep
North	211	Park Ave	5		0	27	135		Keep
North	217	Park Ave	5		0	5	25		Keep
North	220	Park Ave	5	25	125	20	100		Keep
North	225	Park Ave	5	21	105		0		Keep
North	233	Park Ave	5	54	270		0		
North	615	3rd St	5	36	180	13	65		
North	226	Park Ave	5	11	55		0		Keep
North	501	Park Ave	5		0	100	500		Keep
North	512	Park Ave	5	58	290		0		Keep
North	518	Park Ave	5	30	150		0		Keep
North	528	Park Ave	5	15	75		0		Keep
North	534	Park Ave	5	20	100		0		
North	535	Park Ave	5		0	180	900	1	Keep
North	550	Park Ave	5		0	46	230		Keep
North		Park Ave and 3rd St	5	90	450	13	65	2	Keep
North		Park Ave and 6th St	5	50	250	235	1175	3	Keep
North	551	Palmetto Dr	5		0	10	50		
North	545	Palmetto Dr	5		0	6	30		
North	533	Palmetto Dr	5	16	80		0		Keep
North	527	Palmetto Dr	5	5	25		0		Keep
North	521	Palmetto Dr	5	22	110		0		Keep
North	515	Palmetto Dr	5	5	25		0		Keep

**PROPOSAL TOTAL:**

We propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

**\$ 119,997.25**

*\* this price excludes any options.*

**AUTHORIZATION TO  
PROCEED & CONTRACT:**

All Prices quoted are are subject to change based on market conditions. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Friday, excluding holidays. Additional fees will apply if work is required to be completed at night or on the weekends. Please contact your sales representative for details.

**ACCEPTED:** Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. We agree to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below.

**PAYMENT TERMS:**

As Per Terms & Conditions of Purchase Order

All County Paving:

Town Of Lake Park, Pubic Works Dept

*Joshua Marfleet*

Signature of Approval by Customer

Josh Marfleet

Paving Advisor Printed Name

Printed Name & Title/Position

Feb 13, 2023  
Date

Date

☐ Please select if billing information differs from above.

## TERMS AND CONDITIONS

### CUSTOMER INSTRUCTIONS AND INFORMATION

#### Work Area Preparation

1. All County needs suitable access to the work area, and if it is dependent upon, or in conjunction with the work of others, such work shall be performed and completed prior to arrival, so All County can work uninterrupted in a single shift operation.
2. All vehicles must be removed from the work area no later than 7:15 am, unless otherwise agreed, to deliver the project work on schedule.
3. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is responsible for towing services and any created delays. If any cars are left on the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
4. All County Paving will not be responsible for persons violating the work area, tracking of materials or paint, or any damages to cars, personal injury or persons trespassing in the designated work areas.
5. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several treatments of weed killer prior to All County Paving arrival.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Suspend lawn cutting during the work period.
8. Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
9. Dumpsters in the scheduled area must be removed or moved to another area. Dumpsters not moved, will be subject to additional fees.

#### Customer Expectation

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Cracks in the existing asphalt will reflect through the new asphalt in time.
3. There will be a tire tracking - this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired later, All County Paving will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. All County Paving cannot guarantee elimination of standing water.

### CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to included items only, anything not specifically included is excluded from the contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the contract.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that existing or ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge the Actual Permit & Procurement Fee of \$550.00 per permit, plus actual cost of permit(s). Any additional work required by the permit(s) will be extra to the contract amount.
5. Any work performed by All County Paving which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness here under.
6. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
7. All accounts past due will incur a finance charge of 18% per annum.
8. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
9. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
10. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
11. Any additional mobilizations for Paving will be billed at a rate of \$6,500.00 each.
12. Any additional mobilizations for Sealcoating will be billed at a rate of \$2,000.00 each.
13. Delays to All County Paving of a Maintenance Crew will be invoiced at a rate of \$200.00 per half hour and delays to All County Paving of a Paving /Milling Crew will be invoiced at a rate of \$350.00 per half hour.
14. Any broken car stops will be replaced at an additional cost of \$69.00 each.
15. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
16. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
17. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
18. A certificate of Insurance will be issued upon request prior to commencement of work.
19. All County Paving will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the islands/landscaped areas.
20. All County Paving will not be responsible for unforeseen conditions that arise; they may result in additional costs to the customer.
21. All County guarantees its' sealer products against peeling or flaking of stable asphalt for a period of (1) year, excluding normal wear and tear.
22. Newly seal coated areas will be barricaded for 24-48 hours after project completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
23. All work is to be completed in a workmanlike manner according to standard practices. Our workers are covered by Worker's Compensation Insurance.
24. No warranties will be honored unless payment is made in full. All County Paving will provide a one (1) warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty.

Customer Initials



55 545 Pa 533 527 Palmetto Dr Dr r

355 Flagler Blvd

220 Hawthorne Dr  
220 Hawthorne Dr

610 7th St  
Park Ave  
535 Park Ave  
550 P 534 Park Ave  
501 Park Ave  
512 Park Ave Ave  
50455 Foresteria Dr

Park Ave & 3rd St  
Park Ave Ave  
61226 P 220 Park Ave

444 Foresteria Dr  
405 Foresteria Dr  
402 Foresteria Dr  
402 Foresteria Dr

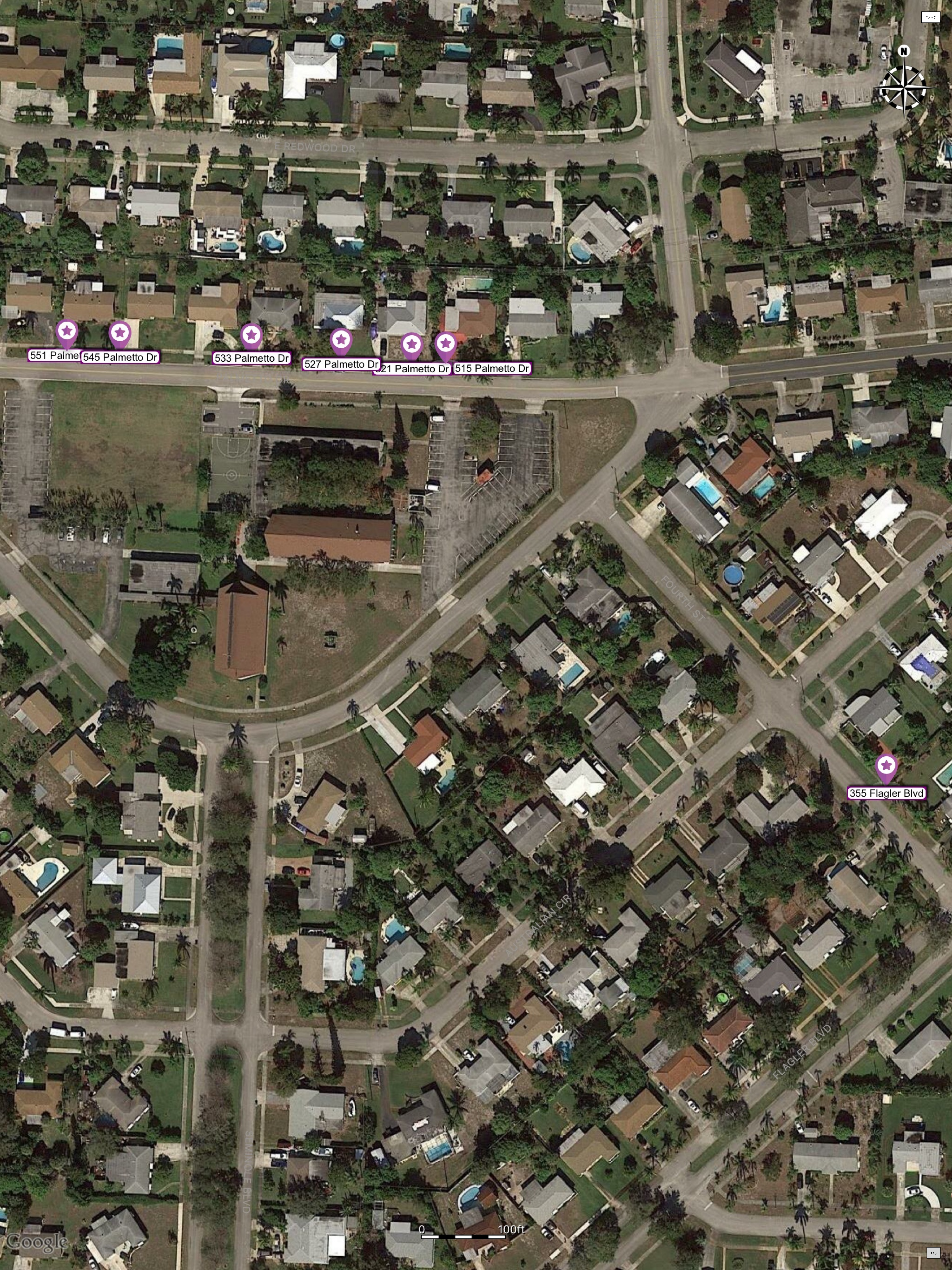
645 Date Palm Dr n Dr  
Palm Dr Palm Dr  
644 Date Palm Dr Dr

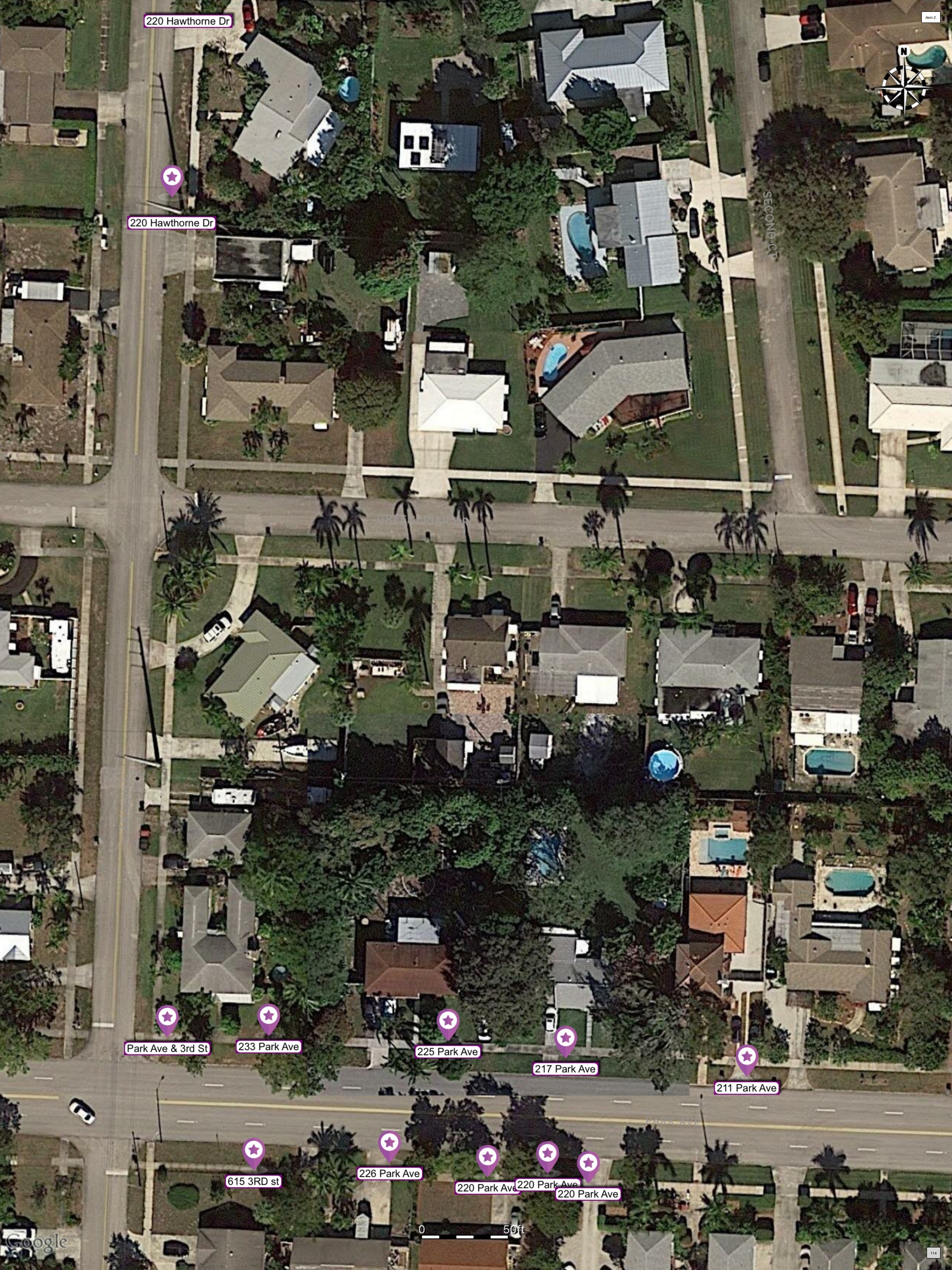
123 Date Palm Dr  
120 Date Palm Dr  
148 Date Palm Dr  
148 Date Palm Dr  
148 Date Palm Dr

455 Bayberry Dr  
yberry Dr  
454 Bayberry Dr Dr  
404 Bayberry Dr

217 Bayberry Dr  
222 Bayberry Dr

0 200ft





220 Hawthorne Dr

220 Hawthorne Dr

Park Ave & 3rd St

233 Park Ave

225 Park Ave

217 Park Ave

211 Park Ave

615 3RD st

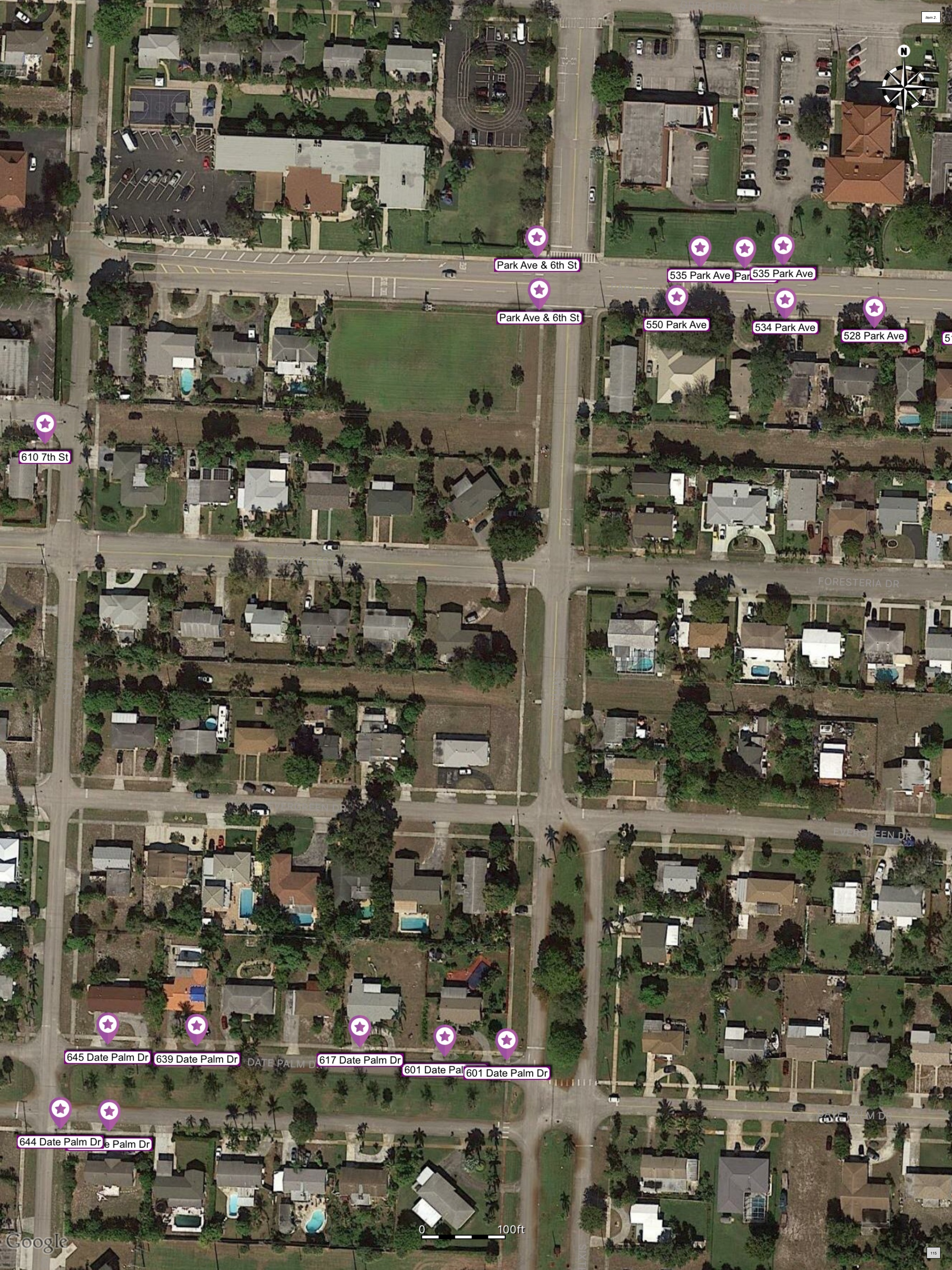
226 Park Ave

220 Park Ave

220 Park Ave

220 Park Ave

0 50ft



Park Ave & 6th St

535 Park Ave

535 Park Ave

Park Ave & 6th St

550 Park Ave

534 Park Ave

528 Park Ave

610 7th St

FORESTERIA DR

EVERGREEN DR

EVERGREEN DR

645 Date Palm Dr

639 Date Palm Dr

DATE PALM DR

617 Date Palm Dr

601 Date Pal

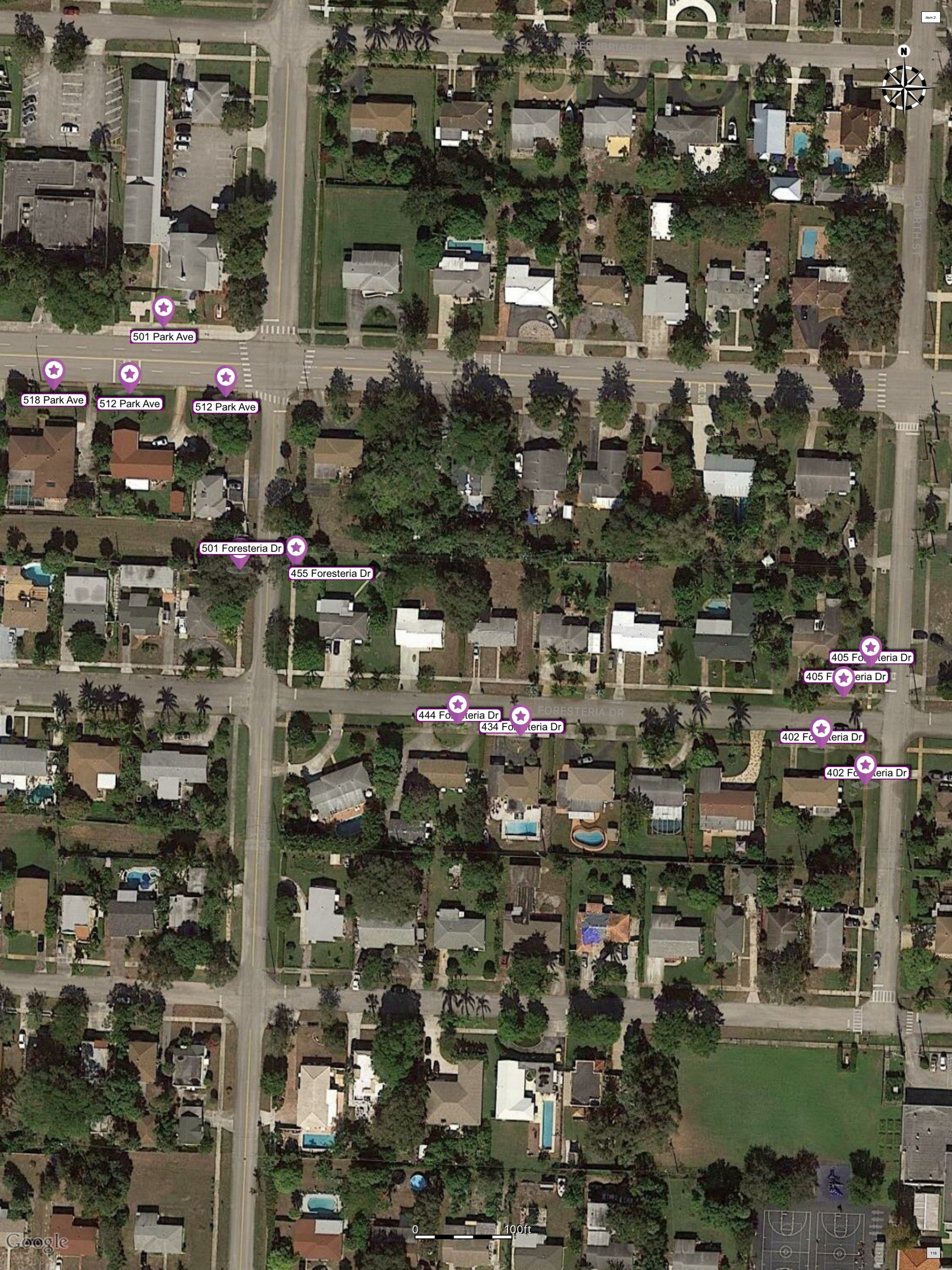
601 Date Palm Dr

644 Date Palm Dr

e Palm Dr

MD

0 100ft



501 Park Ave

518 Park Ave

512 Park Ave

512 Park Ave

501 Foresteria Dr

455 Foresteria Dr

444 Foresteria Dr

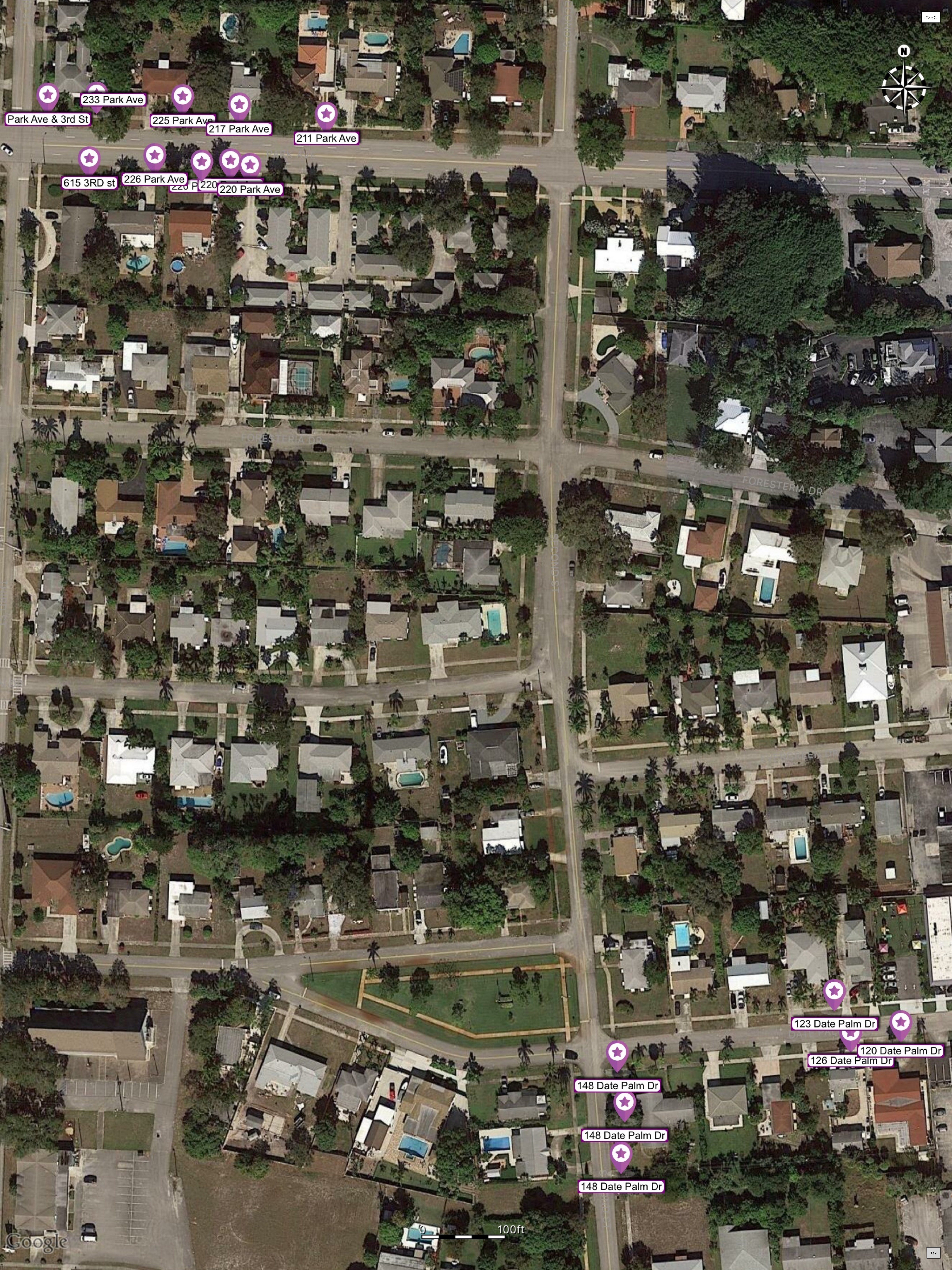
434 Foresteria Dr

405 Foresteria Dr

405 Foresteria Dr

402 Foresteria Dr

402 Foresteria Dr



233 Park Ave



225 Park Ave



217 Park Ave



211 Park Ave



615 3RD st



226 Park Ave



220 Park Ave



220 Park Ave



123 Date Palm Dr



126 Date Palm Dr



120 Date Palm Dr



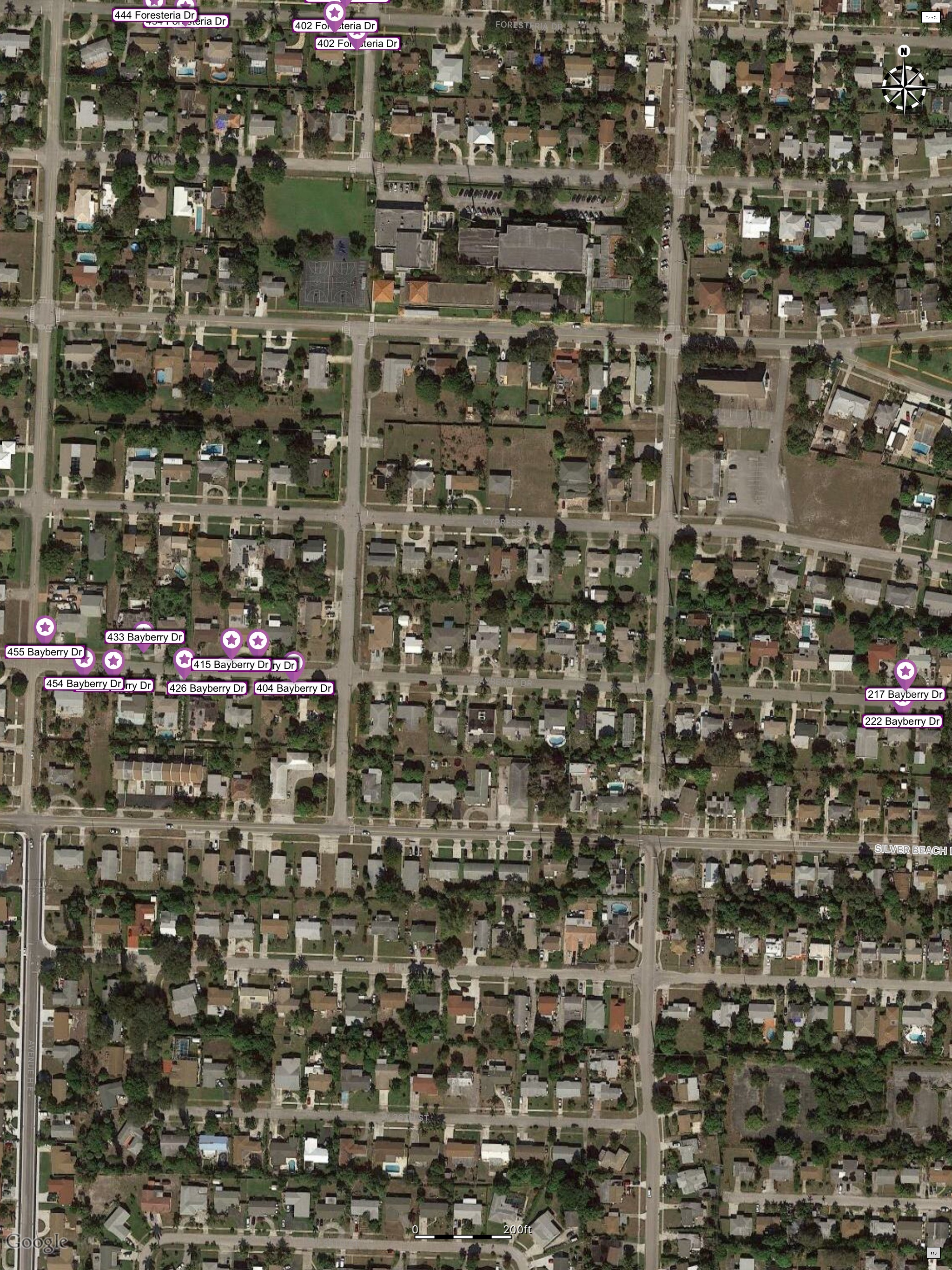
148 Date Palm Dr



148 Date Palm Dr



148 Date Palm Dr



444 Foresteria Dr

402 Foresteria Dr

402 Foresteria Dr

433 Bayberry Dr

455 Bayberry Dr

454 Bayberry Dr

415 Bayberry Dr

426 Bayberry Dr

404 Bayberry Dr

217 Bayberry Dr

222 Bayberry Dr

SILVER BEACH DR

0 200ft

## RESOLUTION 78-11-22

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH M & M ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY PAVING, FOR THE MAINTENANCE AND REPAIR OF THE TOWN'S STREETS, ROADS, AND SIDEWALKS AND FOR RELATED 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 and M & M Asphalt Maintenance, Inc., D/B/A All County Paving, (Contractor) previously entered into an agreement whereby Contractor agreed to provide services including the maintenance, repair and other services related to the Town's streets (the Agreement); and

**WHEREAS**, the Agreement provided for a one-year term with an option to extend the Agreement for an additional one-year term at the convenience of the Town; and

**WHEREAS**, the Contractor has agreed to provide the services as contained in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it should enter into an amendment to the Agreement with the Contractor.

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

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

**Section 2.** The mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and M & M Asphalt Maintenance, Inc., D/B/A All County Paving for an additional one-year term of the Agreement based upon the same conditions and terms contained therein for one year.

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

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

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

The Town Commission thereupon declared the foregoing Resolution No. 78-11-22 duly passed and adopted this 2 day of November, 2022.

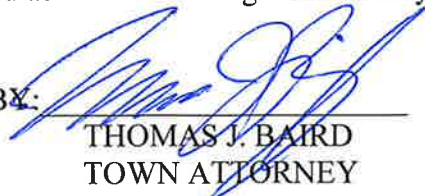
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE TOWN OF LAKE PARK AND M & M ASPHALT MAINTENANCE, INC., D/B/A  
ALL COUNTY PAVING.**

**THIS FIRST AMENDMENT** to the agreement between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (the Town), and M & M ASPHALT MAINTENANCE, INC., d/b/a ALL COUNTY PAVING, 1180 SW 10<sup>th</sup> Street, Delray Beach, FL 33444 (the Contractor) is entered into this 2 day of November, 2022.

**RECITALS:**

**WHEREAS**, the Town and Contractor previously entered into an Agreement whereby Contractor is providing certain street maintenance and other related services to the Town; and

**WHEREAS**, the Agreement provided for a one-year term with an option to extend the Agreement for one additional one-year term at the convenience of the Town; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it extend the term of the Agreement by one year from December 1, 2022, through November 30, 2023.

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

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

**Section 2.** Amendment of Agreement.

The Town and the Contractor hereby agree to extend the Agreement for Street Maintenance and Other Related Services based upon the same pricing, terms, and conditions contained in the Agreement.

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

**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

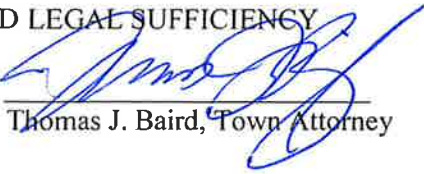
By:   
Michael O'Rourke, Mayor

APPROVED AS TO FORM



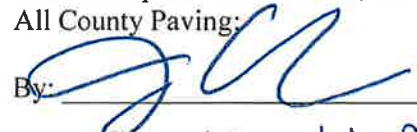
AND LEGAL SUFFICIENCY

By:

  
Thomas J. Baird, Town Attorney

M & M Asphalt Maintenance, Inc., d/b/a  
All County Paving:

By:



Title: Executive Vice President

Jeffrey Callen  
Printed Name

P:\DOCS\26508\00001\DOC\26X7392.DOCX



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** February 15, 2023

**Originating Department:** Public Works

**Agenda Title:**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SPEND SURPLUS FUNDS FROM THE SANITATION FUND BUDGET TO ACQUIRE ONE NEW FRONT-END LOADER REFUSE TRUCK AND ONE NEW AUTOMATIC SIDE-LOADER REFUSE TRUCK.**

**Approved by Town Manager:**

John D'Agostino

Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town  
Manager, email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.02.08 15:05:39 -0500

**Date:**

**Cost of Item:** FY24-FY27:  
**\$171,810.75** **Funding Source:** Capital Leases

**Account Number:** 404-44200

**Finance Signature:** *Jeffrey P. Duwall*

**Advertised:** N/A

**Date:** N/A **Newspaper:** N/A

**Attachments:**

1. Agenda Request Form
2. Resolution No.
3. Proposal for Purchase of Front-end Loader (FEL) Refuse Truck, per Florida Sheriff's Association Contract Pricing
4. Proposal for Purchase of Automatic Side Loader (ASL) Refuse Truck, per Florida Sheriff's Association Contract Pricing

**Please initial one:**

Yes, I have notified everyone

*MP*

Not applicable in this case

**Summary Explanation/Background:**

The Town of Lake Park, through the Public Works Department, operates a Solid Waste (Sanitation) Utility, which is responsible for the collection and disposal of solid waste generated by commercial and residential properties.

Historically, the Sanitation Utility has experienced a high frequency of service disruptions, primarily due to increasingly frequent and severe breakdowns of front-end-loader truck No. 45 and automated side loader truck No. 50, which are utilized for the collection of commercial garbage and residential garbage, respectively.

**Both refuse trucks 45 and 50 were manufactured in 2009 and have been in service for fourteen (14) years. The recommended service life for such trucks is 7 years or less.**

At the direction of the Town Manager, Town Staff solicited two proposals to purchase one (1) new Mack TE Front-End Loader refuse truck and one (1) new Mack Automated Side Loader refuse truck, using the Florida Sheriff's Association Competitive Bid Award Contract Pricing (FSA22-VEH20).

Furthermore, the Town Manager has determined that it would be most cost-advantageous and operationally efficient for the Town to purchase these trucks for the following reasons: 1. Mack's authorized service location is located in Riviera Beach and would eliminate long-distance transportation for repairs and service and 2. Nextran Truck Center has allocated two trucks for the Town due to its continued relationship. Both trucks have been manufactured and will be available in the next few months.

The principal costs for the proposed trucks are as follows:

Equipment	Total Principal Cost	Annual Investment for 4-Year Lease-to-Own Term (FY24-FY27)
<i>Mack TE Front-End-Loader Refuse Truck</i>	<b>\$329,694.00</b>	<b>\$82,423.5</b>
<i>Mack LR Automatic-Side- Loader Refuse Truck</i>	<b>\$357,549.00</b>	<b>\$89,387.25</b>

The initial payment for this capital purchase would be due on **October 1, 2023 (FY24)** and the entire value of these capital purchases will be factored into the Sanitation Rate Analysis, which is currently underway.

**As of February 1, 2023, the Sanitation Unrestricted Fund Balance is \$372,893.00.**

Finally, once the new trucks arrive, the Public Works Department will move to surplus Front-End Loader No. 45 and Automated Side Loader No. 50 at the Palm Beach County Surplus Thrift Store, in accordance with the Town's Inter-local Agreement.

The Town Manager recommends the lease-purchases of the Mack TE Front-End Loader Refuse Truck and Mack LR Automated Side Loader Refuse Truck.

**Recommended Motion: I MOVE TO ADOPT RESOLUTION NO.**

## RESOLUTION 15-02-23

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SPEND SURPLUS FUNDS FROM THE SANITATION FUND BUDGET TO ACQUIRE ONE NEW FRONT-END LOADER REFUSE TRUCK AND ONE NEW AUTOMATIC SIDE-LOADER REFUSE TRUCK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (hereafter "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 Commission is committed to ensuring the highest level of service, efficiency, and dependability in the operation of the Town's solid waste [utility]; and

**WHEREAS**, the Town Manager has determined that there is the immediate need to replace two refuse trucks in the Sanitation Division of the Town's Public Works Department's sanitation fleet because the existing trucks have exceeded their service-life resulting in increasing maintenance costs; and

**WHEREAS**, the Town, using the Florida Sheriff's Association Contract Pricing, solicited a proposal to purchase one new Mack TE Front-End-Loader Refuse Truck and one new Mack LR Automatic-Side-Loader Refuse Truck (the "Refuse Trucks") for its Sanitation Division; and

**WHEREAS**, the Town has complied with the requirements of its Code and Florida statutes pertaining to the competitive bidding of products and commodities; and

**WHEREAS**, the principal cost of the Mack TE Front-End-Loader Refuse Truck is \$329,694.00 and the principal cost of the Mack LR Automatic-Side-Loader Refuse Truck is \$357,549.00; and

**WHEREAS**, based upon the proposals provided by Nextran Truck Center, the Town Manager recommends the purchase of two refuse trucks for the Town's Sanitation Division.

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

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

**Section 2.** The Town Manager is hereby authorized and directed to purchase one (1) new Mack TE Front-End-Loader Refuse Truck and one (1) new Mack

LR Automatic-Side-Loader Refuse Truck and to execute any purchase orders, contracts or other documents necessary to effectuate said purchases.

**Section 3.** This Resolution shall be effective upon adoption.

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# Nextran Truck Center

January 24, 2023

## FORMAL PROPOSAL

**OBLIGOR:** TOWN OF LAKE PARK, FL

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, four (4) year, and five (5) year terms.

**EQUIPMENT:** ONE (1) NEW MACK TE FEL REFUSE

**OPTION 1**

<b>Acquisition Cost:</b>	\$329,299.00	<b>Term:</b>	Three (3) years	<b>First Payment Due:</b>	One Year from Close
<b>Document Fee:</b>	\$ 395.00	<b>Payment Mode:</b>	Annual in Arrears	<b>Payment Amount:</b>	\$122,088.68
<b>Trade In:</b>	\$ 0.00	<b>Interest Rate:</b>	5.450%		
<b>Principal Balance:</b>	\$329,694.00	<b>Rate Factor:</b>	0.370309		

**OPTION 2**

<b>Acquisition Cost:</b>	\$329,299.00	<b>Term:</b>	Four (4) years	<b>First Payment Due:</b>	One Year from Close
<b>Document Fee:</b>	\$ 395.00	<b>Payment Mode:</b>	Annual in Arrears	<b>Payment Amount:</b>	\$93,561.45
<b>Trade In:</b>	\$ 0.00	<b>Interest Rate:</b>	5.270%		
<b>Principal Balance:</b>	\$329,694.00	<b>Rate Factor:</b>	0.283783		

**OPTION 3**

<b>Acquisition Cost:</b>	\$329,299.00	<b>Term:</b>	Five (5) years	<b>First Payment Due:</b>	One Year from Close
<b>Document Fee:</b>	\$ 395.00	<b>Payment Mode:</b>	Annual in Arrears	<b>Payment Amount:</b>	\$76,445.95
<b>Trade In:</b>	\$ 0.00	<b>Interest Rate:</b>	5.140%		
<b>Principal Balance:</b>	\$329,694.00	<b>Rate Factor:</b>	0.231869		

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Nextran Truck Center and the transaction funded on ALL proposals on or before February 24, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

**NEXTRAN TRUCK CENTER**

**TOWN OF LAKE PARK, FL**

Signature

Title

Signature

Title

Date

Date

# Nextran Truck Center

January 24, 2023

## FORMAL PROPOSAL

**OBLIGOR:** TOWN OF LAKE PARK, FL

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, four (4) year, and five (5) year terms.

**EQUIPMENT:** ONE (1) NEW MACK LR ASL REFUSE

**OPTION 1**

<b>Acquisition Cost:</b>	\$357,154.00	<b>Term:</b>	Three (3) years	<b>First Payment Due:</b>	One Year from Close
<b>Document Fee:</b>	\$ 395.00	<b>Payment Mode:</b>	Annual in Arrears	<b>Payment Amount:</b>	\$132,403.63
<b>Trade In:</b>	\$ 0.00	<b>Interest Rate:</b>	5.450%		
<b>Principal Balance:</b>	\$357,549.00	<b>Rate Factor:</b>	0.370309		

**OPTION 2**

<b>Acquisition Cost:</b>	\$357,154.00	<b>Term:</b>	Four (4) years	<b>First Payment Due:</b>	One Year from Close
<b>Document Fee:</b>	\$ 395.00	<b>Payment Mode:</b>	Annual in Arrears	<b>Payment Amount:</b>	\$101,466.21
<b>Trade In:</b>	\$ 0.00	<b>Interest Rate:</b>	5.270%		
<b>Principal Balance:</b>	\$357,549.00	<b>Rate Factor:</b>	0.283783		

**OPTION 3**

<b>Acquisition Cost:</b>	\$357,154.00	<b>Term:</b>	Five (5) years	<b>First Payment Due:</b>	One Year from Close
<b>Document Fee:</b>	\$ 395.00	<b>Payment Mode:</b>	Annual in Arrears	<b>Payment Amount:</b>	\$82,904.67
<b>Trade In:</b>	\$ 0.00	<b>Interest Rate:</b>	5.140%		
<b>Principal Balance:</b>	\$357,549.00	<b>Rate Factor:</b>	0.231869		

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Nextran Truck Center and the transaction funded on ALL proposals on or before February 24, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

**NEXTRAN TRUCK CENTER**

**TOWN OF LAKE PARK, FL**

Signature

Title

Signature

Title

Date

Date

## Agenda Request Form

**Agenda Item No.**

☐ SPECIAL /REPORTS                               ☐ CONSENT AGENDA  
☐ BOARD APPOINTMENT                             ☐ OLD BUSINESS  
☐ PUBLIC HEARING ORDINANCE ON 1<sup>st</sup> READING  
☒ NEW BUSINESS  
☐ OTHER: WORKSHOP\_\_\_\_\_

John D'Agostino

Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park  
ou=Town Manager,  
email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.02.08 16:00:35 -05'00'

Name/Title

<b>Originating Department:</b>  <b>Town Manager</b>	Costs:\$ 0 Funding Source: General Fund Acct. # [ ] Finance _____	<b>Attachments:</b> • <b>19<sup>th</sup> Amendment to the PBSO Contract</b>
<b>Advertised:</b> Date: _____ Paper: _____ [ ] Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	___Yes, I Notified everyone or ___Not applicable in this case  <b>Please initial one.</b>

At the discretion of Captain Gendreau, and when manpower allows, Captain Gendreau will assign the patrol deputy to traffic enforcement. Furthermore, the district will have the

benefit of motor units as a contractee of PBSO when demand requirements necessitate motor patrols for the district.

**Recommended Motion:** To approve Resolution 16-02-23 .

**NINETEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT  
SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK**

This Nineteenth Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as “Town”), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The Town and the Sheriff shall hereinafter be referred to as the “Parties.”

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007, a Fourth Addendum effective October 01, 2008, a Fifth Addendum effective October 01, 2009, a Sixth Addendum effective October 01, 2010, a Seventh Addendum effective October 01, 2011, an Eighth Addendum effective October 01, 2012, a Ninth Addendum effective October 01, 2013, a Tenth Addendum effective October 01, 2014, an Eleventh Addendum effective October 01, 2015, a Twelfth Addendum effective October 01, 2016, a Thirteenth Addendum effective October 01, 2017, a Fourteenth Addendum effective October 01, 2018, a Fifteenth Addendum effective October 01, 2019, a Sixteenth Addendum effective October 01, 2020, a Seventeenth Addendum effective October 01, 2021, and an Eighteenth Addendum effective October 01, 2022, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

**WHEREAS**, the Parties wish to adjust the level of service by converting one (1) Deputy Sheriff Motor allocation to one (1) Deputy Sheriff allocation.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The level of service and allocations for the Town are reflected in revised Exhibit A, attached and incorporated as if fully stated herein. Revised Exhibit A hereby replaces former Exhibit A to the Agreement and is effective February 27, 2023.
2. Article 6, Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning February 01, 2023 through September 30, 2023 as follows: The total amount due for the period referenced above shall be \$2,210,992.42. The monthly payment for February 01, 2023 to February 28, 2023 shall be \$277,658.96. Monthly payments for March 01, 2023 to August 31, 2023 shall be \$276,190.50. The last monthly payment for September 01, 2023 to September 30, 2023, shall be \$276,190.46.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY SHERIFF'S OFFICE**

**THE TOWN OF LAKE PARK**

BY: \_\_\_\_\_  
Ric L. Bradshaw

BY: \_\_\_\_\_  
Kimberly Glas-Castro

Title: Sheriff

Title: VICE-MAYOR

Witness: \_\_\_\_\_  
Ronald Mattino, Major

Witness: \_\_\_\_\_  
Vivian Mendez, Town Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to legal  
form and sufficiency

\_\_\_\_\_  
Town Attorney

## EXHIBIT “A” \*

The level of service has been modified by converting one (1) Deputy Sheriff Motor to one (1) Deputy Sheriff effective February 27, 2023.

Previous District 10 Allocations		Current District 10 Allocations	
Title	Quantity	Title	Quantity
Captain LE	1	Captain LE	1
Sergeant LE	4	Sergeant LE	4
Deputy Sheriff LE	18	Deputy Sheriff LE	19
Deputy Sheriff LE Motor	1	Deputy Sheriff LE Motor	0
Administrative Secretary	1	Administrative Secretary	1
Crossing Guard	10	Crossing Guard	10
Law Enforcement Service Aide	1	Law Enforcement Service Aide	1
<b>TOTAL</b>	<b>36</b>	<b>TOTAL</b>	<b>36</b>

\* This Exhibit A is adopted as part of the Nineteenth Addendum to the Agreement effective February 27, 2023.

## RESOLUTION 16-02-23

### A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE VICE MAYOR TO SIGN THE 19<sup>TH</sup> AMENDMENT TO THE PBSO CONTRACT, AND PROVIDING FOR AN EFFECTIVE DATE.

**Whereas** the Town of Lake Park, Florida (hereinafter “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** Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Inter-local Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**Whereas** the 19<sup>st</sup> Amendment to the Sheriff’s contract provides for an additional PBSO Deputy Sheriff to replace the existing Motor Deputy, and

**Whereas** the Amendment will allow the Captain the flexibility to also utilize the deputy to perform both patrol and traffic duties as assigned by the Captain, and

**Whereas** the Town will also have the benefit of motor units as a contracted municipality of the Palm Beach County Sheriff’s Office; and

**NOW, THEREFORE, BE IT *RESOLVED*, THAT 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 Town Commission authorizes and directs the Vice Mayor to execute the 19<sup>th</sup> Amendment between the Palm Beach County Sheriff’s Department and the Town of Lake Park, Florida for an additional Patrol Deputy.

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