



Lake Park Town Commission, Florida

Regular Commission Meeting

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

December 18, 2024

Immediately Following the Special Call Community Redevelopment Agency Meeting

Roger Michaud	—	Mayor
Kimberly Glas Castro	—	Vice Mayor
Michael Hensley	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
Bambi McKibbon-Turner	—	Interim Town Manager
Thomas J. Baird	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

1. P3 Quarterly Report by Forest Development

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

2. November 20, 2024 Regular Commission Meeting Minutes.
3. Resolution 111-12-24 Fiscal Year 2024/2025 Budget Adjustments.
4. Resolution 112-12-24 Authorizing and Directing the Mayor to Enter into a Contract Agreement for the Replacement and Installation of Windows and Doors at Kelsey Park Pavilion (RFQ 119-2024).
5. Resolution 113-12-24 Appointing Town Manager Richard J. Reade to Serve as the Representative of the Town of Lake Park on the Governing Board of Seacoast Utility Authority.
6. Resolution 114-12-24 Authorizing and Directing the Mayor to Execute an Easement Agreement with the Seacoast Utility Authority Granting an Easement for a Water Main Along Railroad Avenue for Use by Clean Sweep.

- [7.](#) Resolution 115-12-24 Authorizing and Directing the Mayor to Execute a Grant Agreement Amendment between the State of Florida Department of Environmental Protection (FDEP) and the Town of Lake Park for a Performance Period Extension for the Vulnerability Assessment Update.
- [8.](#) Resolution 116-12-24 Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Milton.
- [9.](#) Request for Approval for the Town Manager to Issue a Work Authorization for Hinterland Group, Inc. to Provide Stormwater Main Line Replacements at Various Locations, Under Terms Set Forth in Resolution Number 43-08-21 and Amendment in Resolution Number 96-12-23, Based on Broward College Request For Proposal (RFP)-2018-1687-EH (Cooperative Purchase Agreement).

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

- [10.](#) Ordinance 13-2024 Creating a New Section 30-6 Pertaining to the Operation of Micro-mobility Devices, Golf Carts, Low Speed Vehicles, and Motorized Scooters.
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

OLD BUSINESS:

- [11.](#) Presentation Pertaining to the Bert Bostrom Stormwater Project – Excess Fill.
- [12.](#) Discussion Regarding the Interlocal Agreement with the Town of Palm Beach Shores for the Provision of Fill Material for the Lake Park Harbor Marina.

NEW BUSINESS:

- [13.](#) Discussion of the Legislative and Funding Priority List for the 2025 Florida Legislative Session.
- [14.](#) Resolution 117-12-24 Amendment to the Agreement between the Town of Lake Park and Becker & Poliakoff to increase the compensation from \$3,500 per month to \$5,000 per month (\$60,000.00) per year effective 10/1/2024 as budgeted for Fiscal Year 2025.
- [15.](#) Neighborhood Block Party Grant Discussion.
- [16.](#) Inform the Commission that the Town has received the Historic Preservation Grant funds for the design phase of ADA improvements to the Town Hall.
- [17.](#) Resolution 118-12-24 Authorizing and Directing the Mayor to Execute the Town Consent Agreement between Forest Development P3 LPM, LLC and the Town of Lake Park.
- [18.](#) Presentation by Palm Beach County on the Lake Park Scrub Natural Area Proposed Public Use Improvements and Management Plan Text Amendments.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on January 15, 2025.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: Commission Briefing on the P3 Marina Development Project for the Lake Park Harbor Marina

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

Bambi

Approved by Town Manager

McKibbon-

Turner

Date

Digitally signed by Bambi McKibbon-Turner

DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town

Manager/Human Resources Director,

email=bturmer@lakeparkflorida.gov, c=US

Date: 2024.12.06 10:28:57 -05'00'

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

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> Lake Park Marina P3 Quarterly Update Dated 12/18/2024; and 8/1/2024 Master Critical Path
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Article 10 of the P3 Comprehensive Agreement, which was approved by the Commission on August 2, 2023, provides that the Developer shall submit quarterly to the Town an updated timeline accurately reflecting progress achieved and any anticipated changes in the Critical Path.

The purpose of this workshop is to provide to the Town a public progress report to show where we are as exhibited in the Master Critical Path dated August 1, 2024, what we've done as exhibited in the Annotated Exhibit B to the P3 Comprehensive Agreement, and where we are going as exhibited in the Master Critical Path.

This workshop will be the fourth of regular quarterly updates on the P3 Marina Development Project for the Lake Park Harbor Marina to be provided to the Town Commission by Lawrence Zabik President of Zabik and Associates.

Recommended Motion: There is no recommended motion as this is a presentation only.

P3 Lake Park Harbor Marina Quarterly Update December 18th, 2024

Item 1.



Overview

- Hotel, Boat Storage, Restaurant and Marina leases approved.
- PUD and site plans under review by Community Development Dept.
- State of Florida Reverter appraisal received. We will be proceeding to Governor and Cabinet for approval.
- Monthly Lake Park – Forest Development joint planning meetings.

Exhibit B

Item 1.

Marina Properties Redevelopment Project Critical Path

- Ground Leases – All executed
 - Pod A – Hotel
 - Pod B – Boat Storage Building
 - Pod C – Marina
 - Pod D – Restaurant
- Deed Restrictions and Reverter Clauses:
 - Approval currently in process.
 - Expect to be before Governor and Cabinet Q1 2025
- PUD/Master Plan:
 - Submitted to the Town on 12/18/2023.
 - Resubmittal in preparation

Exhibit B (Cont.)

Marina Properties Redevelopment Project Critical Path

- Hotel & Boat Storage Component
 - Site Plan submitted on 5/29/2024.
 - › Included Architectural Elevations & Floor Plans
 - Responses to comments and updated submittal early 2025
 - Hotel Management Agreement currently in negotiations with Marriot Hotels & Resorts
 - › Premium product → Autograph or Tribute level



Exhibit B (Cont.)

Marina Properties Redevelopment Project Critical Path

- Public Marina & Restaurant Component
 - Site Plan submitted on 5/29/2024.
 - Marina Component → First DEP permit applied for
 - › Response to comments submitted to DEP and USACOE







Questions?



Item 1.

	Activity Name	Org Duration	Early St.	Early Fin.	2	2023	2024	2025	2026	2027	2028	202
1	<input type="checkbox"/> Master Critical Path 8.1.2024	1860	7/1/2022	8/3/2027								
2	Complete Comprehensive Agreement	356	7/1/2022	6/21/2023								
3	Site Plan Development & Finalization	211	5/24/2023	12/20/2023								
4	Public input and workshop	0	6/21/2023	6/21/2023								
5	Town Commission Review/Workshop	42	6/22/2023	8/2/2023								
6	Marina Permit Preparation	162	7/13/2023	12/21/2023								
7	Approval of Comprehensive Agreement	0	8/2/2023	8/2/2023								
8	Ground Lease Hotel (template) Pod A	44	8/3/2023	9/15/2023								
9	Lake Park approval of Hotel ground lease	110	9/16/2023	1/3/2024								
10	Initial Marina Permit Submission Ramp Pod C	0	12/7/2023	12/7/2023								
11	Marina Permit Review Ramp Pod C	730	12/8/2023	12/6/2025								
12	PUD Master Site Plan Submission	0	12/20/2023	12/20/2023								
13	PUD Site MasterPlan Review and TCApproval	301	12/21/2023	10/16/2024								
14	Boat Storage Site Plan Submission and Review Pod E	204	5/29/2024	12/18/2024								
15	Marina Improvements Site Plan Submission Pod C	204	5/29/2024	12/18/2024								
16	Marina Rest.Site Plan Submission and Review Pod C	204	5/29/2024	12/18/2024								
17	Hotel Site Plan Submission and Review Pod A	204	5/29/2024	12/18/2024								
18	Public Workshop on Pods	66	9/1/2024	11/5/2024								
19	Construction Plan Finalization	91	12/19/2024	3/19/2025								
20	Construction of Marina Restaurant Pod D	365	3/20/2025	3/19/2026								
21	Permit and Construction of Hotel Pod A	718	3/20/2025	3/7/2027								
22	Construction of Boat Storage Pod B	365	3/20/2025	3/19/2026								
23	Marina Permit Approval Pod C	0	12/6/2025	12/6/2025								
24	Marina Upgrade Phase II Initial Expansion Pod E	365	12/7/2025	12/6/2026								
25	Marina Resiliency Improvements Pod C	420	12/7/2025	1/30/2027								
26	Marina Upgrades Phase I Boat Ramp Pod C	551	12/20/2025	6/23/2027								
27	Marina Upgrade Phase III Full Expansion Pod E	240	12/7/2026	8/3/2027								

Activity
Subproject
Event

Name
 Name

Resource Names & %Alloc
Early Finish

Interface Event
Hammock
Summary

Name
 Name

Early Start
Early Start
Early Finish
Early Finish

Cum. Original Profile
 Cum. Act.+Rem. Profile
 Cum. Remaining Profile

Non-Cum. Original Profile
 Non-Cum. Actual Profile
 Non-Cum. Remaining Profile



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: November 20, 2024 Regular Commission Meeting Minutes.

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

Bambi McKibbon-Turner

Approved by Town Manager

Turner

Date:

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake
 Park, ou=Assistant Town Manager/Human Resources
 Director, email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.11.25 11:19:38 -05'00'

Laura Weidgans, Deputy Town Clerk

Name/Title

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

Recommended Motion: I move to approve the November 20, 2024 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

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

November 20, 2024

Immediately Following the Special Call Community
Redevelopment Agency (CRA) Meeting

Roger Michaud	—	Mayor
Kimberly Glas Castro	—	Vice Mayor
Michael Hensley	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
Bambi McKibbon-Turner	—	Interim Town Manager
Thomas J. Baird	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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CALL TO ORDER/ROLL CALL

6:51 P.M.

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

Commissioner Michael Hensley

PLEDGE OF ALLEGIANCE

The pledge was bypassed as it had been recited during the Special Call CRA Meeting.

SPECIAL PRESENTATION/REPORT:

1. Proclamation Recognizing the Town of Lake Park Centennial

Vice-Mayor Glas-Castro presented the proclamation to the Centennial Committee.

Committee Member Mr. John Linden thanked everyone on behalf of the Committee.

2. Presentation Regarding FEMA Assistance

Interim Town Manager McKibbin-Turner explained the item.

Federal Emergency Management Agency (FEMA) representative Ms. Josie Genao thanked everyone. Ms. Zugei Beltran explained that December 11, 2024 is the FEMA registration deadline and she provided information about the various ways to register and that assistance is available at 800-632-3362. U.S. Small Business Administration (SBA) representative Mr. Christian Lewis explained what the agency does for people after a disaster (Exhibit A). He advised that the deadline is December 10, 2024 and he explained what the loans would cover and how to apply.

PUBLIC COMMENT:

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-Evelyn Harris Clark express concern with the golf carts and motorized device Ordinance. She explained the specific experience she had today. She asked that they consider this Ordinance closely.

-James Sullivan express his personal experience with the golf cart and the motorized device Ordinance.

CONSENT AGENDA:

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Commissioner Thomas requested that items 8-10 be pulled.

Motion made to approve items 3-7 on the Consent Agenda by Commissioner Hensley,
Seconded by Commissioner Thomas.

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

3. November 6, 2024 Regular Commission Meeting Minutes
4. Resolution 100-11-24 Canceling the December 4, 2024 Regular Commission Meeting.
5. Resolution 101-11-24 Authorizing and Directing the Mayor to Piggyback on the Department of Management Services Alternate Contract Source (ACS) No. 30161700-24-SRCWL-ACS for Flooring Materials with Interface Americas, Inc., located at 1280 West Peachtree Street NW, Atlanta, GA 30309
6. Resolution 102-11-24 To approve a contract agreement to provide security camera system for Public Works facility at the Town of Lake Park.
7. Resolution 103-11-24 To approve a piggyback contract to provide tree trimming management and maintenance services to the Town of Lake Park.

Items 8, 9 and 10 were pulled from the consent agenda and heard individually:

8. Resolution 104-11-24 Florida Power & Light (FPL) LED Lighting Agreement (Phase - 1). Commissioner Thomas expressed concern with the lighting in the Town and the spacing of the street lighting. Public Works Director Jaime Morales explained the two phases of lighting. Commissioner Thomas asked about the cost to the Town. Public Works Director Morales stated that phase I would only include the increased wattage. He stated that Phase II, FPL would advise what the cost to the Town would be so that it could be brought back before the Commission.

Commissioner Hensley expressed concern with the location of the identified lights needed. Public Works Director Morales explained that the Town's consultant provided the recommendation for which lights should be replaced. Commissioner Hensley would like to obtain residents input for the placement of the lights in Phase II. Mayor Michaud agreed with this request.

Commissioner Taylor asked what the priorities are to be placed in the budget. She asked if the solar lights could be installed in the dark spots until Phase II can be

budgeted. Public Works Director Morales stated that the Town would need to maintain solar equipment and that is why they decided not to go that route.

Vice-Mayor Glas-Castro stated that she prefers some dark spots in residential areas.

Motion to approve Resolution 104-11-24 made by Commissioner Thomas. Seconded by Commissioner Taylor. Voting Aye: All

9. Resolution 105-11-24 Authorizing and Directing the Mayor to Execute an Agreement Amendment with the State of Florida, Department of Environmental Protection for a Protection for a Performance Period Time Extension for Preparation of a Flooding and Sea Level Rise Vulnerability Assessment Report.

Commissioner Thomas asked questions regarding the extension. Public Works Director Morales stated that he would like to pull the item to give him time to gather information. The item was moved to December 18, 2024.

10. Resolution 106-11-24 Town Commission Deems it Necessary and Advisable to Amend the Budget for the Town of Lake Park for Fiscal Year 2023-2024, Which was Adopted by Resolution No. 02-01-24.

Commissioner Thomas stated that she had received clarification from Finance Director Jeffrey DaSilva regarding the reason for the adjustment. Finance Director Jeffrey DaSilva explained that they needed to ensure that the authorized expenditures don't exceed our anticipated appropriations for the year.

Motion made to approve Resolution 106-11-24 by Commissioner Thomas. Seconded by Commissioner Hensley. Voting Aye: Commissioner Thomas, Commissioner Hensley, Vice-Mayor Glas-Castro, and Mayor Michaud.

Voting Nay: Commissioner Taylor.

BOARD MEMBER NOMINATION:

11. Re-appointment of Gillian Kennedy Wright to the Tree Board

Motion made to nominate Gillian Kennedy Wright to the Tree Board by Commissioner Taylor, Seconded by Commissioner Thomas. Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

12. Ordinance 13-2024 Creating a New Section 30-6 Pertaining to the Operation of Micro-mobility Devices, Golf Carts, Low Speed Vehicles, and Motorized Scooters.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Anders Viane presented the item. Commissioner Thomas asked questions regarding the language within the Ordinance regarding minors. She also has concerns with requiring licensing within our Town code but it is not a requirement by statute. Town Planner Viane stated that they could strike the last sentence of Section 5. Vice-Mayor Glas-Castro stated that she had requested staff amend the last sentence of section 5.

Mayor Michaud asked specific questions regarding the language that should be omitted from the Ordinance. Town Planner Viane stated that they will omit all streets that are above 25 miles per hour. Vice-Mayor Glas-Castro stated that all residential areas in Town are at 25 miles per hour or less, so this would only apply to non-residential streets/areas. Commissioner Hensley requested that we educate residents/younger students regarding safety rules. Commissioner Thomas asked if it would be required to post signs saying where golf carts would be allowed. Town Planner Viane stated that the multi-modal paths do require the signage, but he would need to research to determine if signs would be required otherwise. Commissioner Taylor wants to see the mobility plan come back in January, 2025.

Public Comment:

Patricia Leduc expressed concern because golf carts are not low speed vehicles.

Motion made approve Ordinance 13-2024 on first reading by Commissioner Thomas,
Seconded by Commissioner Taylor.

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

Town Attorney Baird read the Ordinance by title only.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

13. Ordinance 11-2024 Amending the Mural Code.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED “MURALS”; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 “INTENT”; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 “DURATION”; PROVIDING FOR THE AMENDMENT SECTION 71-83 “MINIMUM MURAL PERMIT CRITERIA”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Viane explained the item.

Motion made to approve Ordinance 11-2024 by Commissioner Hensley, Seconded by Commissioner Taylor.

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

Town Attorney Baird read the Ordinance by title only.

14. Ordinance 12-2024 Amending Chapter 60 Pertaining to Floodplain Management Standards.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE

REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Nadia DiTommaso presented the item.

Motion made to approve Ordinance 12-2024 by Commissioner Taylor, Seconded by Commissioner Hensley.

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

Town Attorney Baird read the Ordinance by title only.

OLD BUSINESS: NONE

NEW BUSINESS:

15. Resolution 107-11-24 Approving the Collective Bargaining Agreement for the Period of October 1, 2024 to September 30, 2027

Interim Town Manager McKibbon-Turner presented the item.

Motion made to approve Resolution 107-11-24 by Vice-Mayor Glas-Castro, Seconded by Commissioner Thomas.

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

16. Resolution 108-11-24 Declaring Zoning In Progress For Properties Located in the Park Avenue Downtown District (PADD).

Town Attorney Baird presented the item. Commissioner Hensley asked if there would be any litigation. Town Attorney Baird stated that at this point there is nothing to litigate.

Vice-Mayor Glas-Castro asked when there would be another PADD workshop.

Interim Town Manager McKibbon-Turner advised there has been no date set yet.

Commissioner Thomas stated that the expiration on this would be May 20, 2025.

Town Attorney Baird suggested that staff present some possible dates at the next meeting. Vice-Mayor Glas-Castro stated there are other concerns to consider including sewer, traffic, Fire Department and train tracks. Mayor Michaud agreed with this and suggested extending six months.

Motion made approve Resolution 108-11-24 by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

Voting Nay: Commissioner Hensley

17. Updating the Position Titles and Pay Codes for General (Non-union) Town Employees.

Interim Town Manager McKibbon-Turner explained that the item is to increase the pay scales by 3% for non-union employees. Mayor Michaud asked for clarification that this is only to change the minimum and maximum for each pay code, not to change anyone's pay at this time. Interim Town Manager McKibbon-Turner confirmed this to be correct.

Motion made to approve item 17 by Commissioner Hensley, Seconded by Commissioner Thomas.

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

18. Expansion of the Existing Town of Lake Park Community Development Block Grant (CDBG) Target Areas.

Interim Town Manager McKibbon-Turner explained the item (Exhibit B).

Commissioner Thomas asked if the proposed target area is all of the residential area between Northlake, Silver Beach, the railroad track and US1. Community Development Director DiTommaso confirmed this to be correct.

Motion made to approve item 18 by Commissioner Thomas, Seconded by Commissioner Taylor.

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

19. Approval of the Settlement Agreement between the Town of Lake Park and Igor Oliveira De Almeda and Natasha Aileen Quiza.

Town Attorney Baird explained the settlement agreement.

Motion made to approve item 19 by Commissioner Taylor, Seconded by Vice-Mayor Glas-Castro.

Vice-Mayor Glas-Castro asked what would happen if they do not obtain a certificate of occupancy by August 8th. Town Attorney Baird advised that the Town would bring suit.

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

Voting Nay: Commissioner Thomas

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird spoke about Special Magistrate Nicoletti being away for a few months and that he recommends the Commission appoint Gemma Torcivia as the substitute Magistrate. Motion made to appoint Gemma Torcivia as the alternate code Magistrate for the Town made by Vice-Mayor Glas-Castro, seconded by Commissioner Thomas. Voting Aye: All.

Town Attorney Baird also spoke about the Planning Officials Workshop in the Town of Jupiter this coming Friday.

Interim Town Manager McKibbon-Turner provided comments via Exhibit C. The Commission reached consensus to place an item on the agenda to enter into an inter-local agreement with the Village of North Palm Beach to allow their residents access to our boat ramp while theirs is under reconstruction and also to allow our residents to use theirs while our ramp is closed with the stipulation that staff provide answers to questions about parking fees when they present the item.

Commissioner Hensley wished everyone a great Thanksgiving.

Commissioner Taylor stated that the gravel driveway issue is starting to heat up. She spoke about a resident that is very upset about having to update her driveway. She is asking that the Commission re-visit the issue in February.

Commissioner Thomas had no comments.

Vice-Mayor Glas-Castro asked staff to write letters for the Commission to sign addressed to Commissioner Powell and Senator Bernard congratulating them on their elections.

Commissioner Hensley requested they also send a letter to the new School Board Member Matt Lane and State Circuit Judge Ashley Cox.

Mayor Michaud had no comments.

REQUEST FOR FUTURE AGENDA ITEMS:

Mobility Plan on January 2025 meeting.

Staff to identify PADD workshop dates.

ADJOURNMENT:

Motion to adjourn made by Commissioner Thomas, Seconded by Commissioner Taylor.

Voting Aye: All.

Meeting adjourned 8:44pm

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on December 18, 2024.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2024



SBA Disaster Loans for Homeowners and Renters

Benefits of a disaster loan

- ☐ Low-interest, fixed rate with terms up to 30 years
- ☐ No payment due and no interest accrued for 12 months from the date of the loan disbursement
- ☐ Up to \$500,000 to cover damage to primary residences
- ☐ Up to \$100,000 to replace destroyed home contents and personal property, including vehicles)
- ☐ Funds available for mitigation measures to build back better and protect against future disasters
- ☐ No need to wait for insurance to settle before applying

What you need to apply for a disaster loan

- ☐ Cell phone and contact information for all applicants
- ☐ Social Security numbers for all applicants
- ☐ Financial information, e.g. income, account balances, monthly expenses
- ☐ Information about your deed or lease
- ☐ Insurance information, if available

Ways to apply



- ☐ Scan the QR Code
- ☐ Visit sba.gov/disaster
- ☐ Call (800) 659-2955 to locate a Recovery Center for application assistance

Questions?

- ☐ Call (800) 659-2955 (dial 7-1-1 to access telecommunications relay services)



Préstamos por desastre para propietarios de hogares e inquilinos

Beneficios de un préstamo por desastre:

- ☐ Baja tasa de interés fija con plazos de hasta 30 años.
- ☐ No se requiere pago ni se generan intereses durante los primeros 12 meses a partir de la fecha de entrega del préstamo.
- ☐ Préstamo máximo de hasta 500,000 dólares para cubrir daños en la residencia principal.
- ☐ Préstamo máximo de 100,000 dólares para bienes y propiedad personal (incluidos vehículos).
- ☐ Fondos disponibles para implementar medidas de mitigación y reconstruir con mayor resiliencia y seguridad.
- ☐ No es necesario esperar a que se concluya el proceso del seguro antes de realizar la solicitud.

Lo que necesita para solicitar un préstamo por desastre:

- ☐ Número de teléfono celular e información de contacto de todos los solicitantes.
- ☐ Número de seguro social de todos los solicitantes.
- ☐ Información financiera (ingresos, balances de cuentas, gastos mensuales, etc.).
- ☐ Información de su escritura o contrato de arrendamiento.
- ☐ Información del seguro, en caso de contar con ella.

Formas de solicitar:



- ☐ Escanee el código QR.
- ☐ Visite sba.gov/disaster.
- ☐ Llame al 800-659-2955 para localizar un Centro de Recuperación y ayuda con su solicitud.

¿Preguntas?

- ☐ Llame al (800) 659-2955 (marque 7-1-1 para acceder a los servicios de retransmisión de telecomunicaciones).



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

FLORIDA Declaration 20759 & 20760

(Disaster: FL-20015)

Incident: HURRICANE MILTON

occurring: October 5, 2024 & continuing

in the **Florida** counties of: **Brevard, Charlotte, Citrus, Clay, Collier, DeSoto, Duval, Flagler, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Marion, Martin, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Volusia and the Miccosukee Tribe of Indians of Florida;** and for economic injury only in the contiguous **Florida** counties of: **Alachua, Baker, Bradford, Broward, Levy, Miami-Dade, Monroe and Nassau**

Application Filing Deadlines:

Physical Damage: December 10, 2024

Economic Injury: July 11, 2025

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- **Business Physical Disaster Loans** – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- **Economic Injury Disaster Loans (EIDL)** – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- **Home Disaster Loans** – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- **Credit History** – Applicants must have a credit history acceptable to SBA.
- **Repayment** – Applicants must show the ability to repay all loans.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Physical Damage Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.813%	5.625%
Business Loans	4.000%	8.000%
Non-Profit Organizations	3.250%	3.250%

Economic Injury Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	3.250%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay. Borrowers may be required to provide collateral.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$500,000 for the repair or replacement of real estate and \$100,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$500,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applications for disaster loans may be submitted online using the MySBA Loan Portal at <https://lending.sba.gov> or other locally announced locations. Please contact the SBA's Customer Service Center by email at disastercustomerservice@sba.gov or by phone at 1-800-659-2955 for further assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: Expansion of the Existing Town of Lake Park Community Development Block Grant (CDBG) Target Areas

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

Approved by Town Manager **Bambi McKibbon-Turner**
 Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/
 Human Resources Director, email=bturmer@lakeparkflorida.gov, c=US
 Date: 2024.11.14 10:41:49 -0500

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

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> Palm Beach County Department of Housing and Economic Development Letter and Map Proposed CDBG Target Area(s) Map
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case BMT _____ Please initial one.

Summary Explanation/Background:

The Town has received notification from the Palm Beach County Department of Housing and Economic Development (DHED) that their department has commenced the preparation of the Five Year Consolidated Plan, which is a requirement to receive certain funds from the U.S. Department of Housing and Urban Development (HUD). The Five Year Consolidated Plan requires, among other things, the identification of geographical areas (i.e., Target Areas) in which expenditure of CDBG funding may be concentrated. A CDBG Target Area qualifies a municipality for an annual share of CDBG funding through the Palm Beach County local entitlement process.

As part of this process, the Town of Lake Park now has the opportunity to create a new Target Area or to recertify the existing one and must submit data to support the area's designation as a Target Area which must meet all of the following criteria:

- At least 51 percent of the residents must be of low and moderate incomes;
- Land must be at least 51 percent residential;
- Be one contiguous geographic area, no less than 0.5 square mile and no more than 2.0 square miles in size bounded by naturally occurring or man-made features (municipal boundaries, canals, roadways, etc.) to demarcate the Target Area; and
- Area must exhibit visible signs of deterioration or underdevelopment, such as substandard housing, inadequate infrastructure (water, sewer, streets and sidewalks), or inadequate public facilities (parks, libraries, community centers, etc.). Sub-standard housing is defined as residential structures with code violations, or exhibiting visible signs of deterioration or deferred maintenance, structural damage or collapse.

DHED provided the Town with a map which delineates the Towns' existing CDBG Target Area. A copy of letter received and map is attached.

Staff has reviewed the map and has determined that there is an opportunity to include additional residential areas. See attached proposed CDBG Target Area(s) Map (new boundary = 1.65 square miles). The proposed map meets the all of the above criteria for designation of a CDBG Target Area and Staff recommends that the Town's existing CDBG Target Area be expanded to include such areas.

Recommended Motion: I move to **APPROVE** the CDBG Target Area expansion areas pursuant to the proposed map attached hereto.



TOWN MANAGER COMMENTS
REGULAR TOWN COMMISSION MEETING
Wednesday, November 20, 2024

Exhibit C

Item 2.

Starting tonight, November 20th, 2024, our commission meetings will be streamed live on our YouTube channel, in addition to our website. The YouTube channel can be found at www.youtube.com/@townoflakeparkflorida. Don't forget to bookmark the page for easy access and subscribe to our channel to get notifications about upcoming meetings.

COMMUNITY DEVELOPMENT

- Accessory Dwelling Unit Ordinance Update: Staff drafted an ADU Ordinance however, due to some pending litigation, the Town Attorney advised Staff this should not move forward until a settlement is reached on the lawsuit. The Town Attorney will then wrap up his review of the Ordinance and Staff will bring it forward. The intent was to also give the new Town Manager an opportunity to review the proposed Ordinance as well. We anticipate the Ordinance should be able to move forward to the Town Commission in early 2025.
- The Avalon Bay/Northlake Promenade project (in the Publix plaza) recently approved by the Town Commission is currently in permitting. They intend on breaking ground in the first quarter for 2025 and the project will take approximately two years to complete construction.
- Tenant buildouts continue for the various 'newer' office/warehouse buildings. New businesses that complete their registration process are identified on a monthly basis in the Community Development monthly reports provided to the Town Commission (along with additional points of interest for the Department). Some additional tenant buildouts include three units on the ground floor of 801 Park Avenue (One Park Place): a florist, a contractor business office and showroom, and a hair salon. When the new Town Manager comes onboard, a development projects update presentation will be provided to the Town Commission as well.
- Palm Beach County is working through a revised Lake Park Scrub Area plan that will aim to incorporate a new parking lot area, recreational trails, an observation deck, along with other features. A prior Town Commission was concerned with placing a parking lot area on the Silver Beach side of the Scrub Area and this previously delayed the County's funding for the improvements. The County explored options further and will provide their updates to the Town Commission at your January 15, 2025 meeting. While the County will be explaining the reasoning as to why the parking lot is only feasible on the Silver Beach Road side, the County will also be presenting a definitive timeline for improvements throughout the Scrub area that are long overdue. A public outreach meeting will also be held by the County after they have an opportunity to present to the Town Commission on January 15, 2025.

HUMAN RESOURCES

New Employee

We are pleased to announce that our new employee Antonio Sturgis, our new Groundskeeper in our Public Works Department who was hired on October 31, 2024, is in the audience.

U.S. Military Academy Appointments

Members of the U.S. Congress may nominate candidates for appointment to four of the five U.S. service academies:

- U.S. Military Academy (USMA), West Point, NY;
- the U.S. Naval Academy (USNA), Annapolis, MD;
- the U.S. Air Force Academy (USAFA), Colorado Springs, CO;
- and the U.S. Merchant Marine Academy (USMMA), Kings Point, NY.
- (The fifth service academy, the U.S. Coast Guard Academy (USCGA), New London, CT, does not require a congressional nomination for appointment.)

Nominations are made by a member U.S. House of Representatives who represents the Congressional district in which the candidate resides, both U.S. Senators from his or her state, and by application directly to the Vice-President of the United States. I've been in contact with the aide to U.S. Congresswoman Sheila Cherfilus McCormick and obtained information on the nomination process. The application deadline is May 15th of each year for those candidates who are high school juniors and will be seniors the following school year, or who have already graduated. Applicants must meet the following requirements as of July 1st of the year of admission to an academy:

- Age: Be at least 17 years old, but not have passed the 23rd birthday
- Citizenship: Must be a U.S. citizen
- Marital Status: Must be unmarried, not pregnant, and without legal obligation to support children or other dependents
- Residence: Must reside within the boundaries of the Congressional District of Florida (in our case the Congressional District of Congresswomen Sheila Cherfilus McCormick).
- Skill / Fitness: Must meet the medical, physical, and academic requirements of the Academy

Such appointment comes with the obligation to serve in the military for a minimum of five years.

We will be disseminating more information to our residents regarding this around the first of the new year.

SPECIAL EVENTS

Holiday Celebration

Join us for our annual Holiday Celebration on Friday, December 6 from 6:00 p.m. – 8:00 p.m. at the Town Green. There will be live performances, free photos with Santa and the official

countdown to the lighting of the holiday tree, menorah, kinara and the holiday lights display on Park Avenue.

Santa's Magical Sleigh Ride

On Friday, December 13 Santa will travel through town on a holiday themed fire truck. Residents and businesses are urged to be on the lookout for Santa from 6:00 p.m. – 8:00 p.m.

Holiday Decorating Contest

Registration is open for the Town's Holiday Decorating Contest through December 11. Winners will be announced on December 20.

Santa's Holiday Mailbox

Drop off your letter to Santa and place it in the mailbox at the Lake Park Public Library from November 25 – December 20. Don't forget to include your name and mailing address.

For more information regarding special events and recreation programs, please contact the Special Events Department at 561-840-0160.

TOWN COMMISSION CONSENSUS

Request from the Village of North Palm Beach

The Town has been approached by the North Palm Beach Village Manager seeking to utilize our boat ramp while they reconstruct their own boat ramp at Anchorage Park. We are seeking your approval to enter into an Inter-Local Agreement with the Village of North Palm for their residents to use our boat ramp while their own boat ramp is under reconstruction. The reconstruction project is scheduled to begin in early January and be completed in March of 2025. We are proposing that we offer residents of North Palm who have a sticker for Anchorage Park the use of our ramp during the above period at no charge in exchange for allowing our residents use of their ramp during our closure / relocation of the Lake Park Boat Ramp. As information, the number of North Palm boat ramp stickers that exist is 225. They charge \$60.00 for each sticker annually.

January-March are the slowest months for revenue at the Lake Park boat ramp for the entire year:

January 24 - \$1,597 total revenue

February 24 - \$1,802 total revenue

March 24 - \$2,588.75 total revenue

Should the Commission approve by consensus of entering into such an Interlocal Agreement with the Village of North Palm Beach, staff will bring back the Interlocal Agreement and authorizing Resolution at the December 18, 2024 Commission meeting.

This would not be the first time the Town of Lake Park has partnered through an Interlocal Agreement with the Village of North Palm Beach. Several years ago, when the Town was having difficulty filling the Library Director position, the Village through an Interlocal Agreement

loaned its Library Director to the Town until we were able to fill our position. Additionally, in 2016 when the Town was unable to fill its Camp Counselor positions, we entered into an Interlocal Agreement to have our campers use the Village's Summer Camp Program that year.

THANKSGIVING WEEK UPDATES

All Town of Lake Park offices, including the Lake Park Harbor Marina, will be closed on Thanksgiving Day, Thursday, November 28. The Marina will reopen on Friday, November 29 and sanitation services will resume, however all other Town offices will remain closed. The Lake Park Public Library will also be closed on Saturday, November 30.

Sanitation services for Thanksgiving week are as follows:

Monday, November 25: Garbage cart and vegetation collection

Wednesday, November 27: Recycling cart collection

Thursday, November 28: No residential or dumpster service

Friday, November 29: Garbage cart and bulk trash collection



HOLIDAY CELEBRATION

FRIDAY, DECEMBER 6, 2024
6:00 PM - 8:00 PM

TOWN GREEN
CORNER OF PARK AVENUE
AND 9TH STREET

JOIN US FOR LIVE PERFORMANCES,
PHOTOS WITH SANTA, RAFFLE PRIZES AND
THE OFFICIAL COUNTDOWN TO THE LIGHTING
OF THE CHRISTMAS TREE, MENORAH AND KINARA!
WE ALSO INVITE YOU TO VIEW THE HOLIDAY
LIGHT DISPLAY ALONG PARK AVENUE!

FOR SPONSORSHIP, VENDOR & VOLUNTEER
INFORMATION PLEASE CONTACT
THE SPECIAL EVENTS DEPARTMENT
AT 561-840-0160 OR EMAIL
SPECIALEVENTS@LAKEPARKFLORIDA.GOV

SANTA'S MAGICAL SLEIGH RIDE



FRIDAY, DECEMBER 13, 2024

Please join Santa as he travels through the Town of Lake Park on his magical sleigh this holiday season! Be on the lookout from 6:00 PM to 8:00 PM to see if Santa is on your street. Santa's magical sleigh will not stop but will travel continuously throughout the town.

For more information, contact the Special Events Department at 561-840-0160 or email specialevents@lakeparkflorida.gov.



2024 HOLIDAY DECORATING CONTEST

The Town of Lake Park invites you to show your holiday spirit by joining our annual Holiday Decorating Contest. Registration begins on November 1 and is open through December 11.

All registered participants are asked to have their decorations up and lights on from 6:00 PM to 9:00 PM December 12 through December 19.

All decorations and lights must be visible from the street for judging.

To register please contact the Special Events Department at 561-840-0160 or specialevents@lakeparkflorida.gov.

CATEGORIES

Best Lights

Best Animation

Best Lawn Display

Best Balcony Display

Best Theme

Best Overall

Winners will be announced on Friday, December 20.



2024 SANTA'S HOLIDAY MAILBOX

Item 2.



Hey kids! Write a letter to Santa Claus and drop it in the Holiday Mailbox located in the Lake Park Public Library (529 Park Avenue, Lake Park, FL 33403) and we will deliver it to the North Pole! Please make sure to include your RETURN ADDRESS so Santa can send you a personalized reply. Santa's Holiday Mailbox will be available from November 25 through December 20.



Town of Lake Park
PUBLIC COMMENT CARD

Item 2.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

Meeting Date 11/20/2024

Cards must be submitted before the item is discussed!!

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

Name: Evelyn Harris Clark
Address: Greenbriar Dr.

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:
Ordinance 13-2024

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.

General comments
on motor vehicles
Had altercation
w/ 3 wheeled
vehicle.
Also Golf Cart
Driven by
children?



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Meeting Date 1/20/2024

Cards must be submitted before the item is discussed!!

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

Name: JAMES SULLIVAN

Address: 348 FLAGLER BLVD

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

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

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

GREET RANGE - SOMEONE SHOULD START CONTACT WITH STATE PARK COM MR HUTCHER 800-326-3521

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.



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

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

SCOOTERS WITH NO SAFETY ITEMS BEING OPERATED IN MIDDLE OF THE ROAD

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.



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The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

Meeting Date 11-20-24

Cards must be submitted before the item is discussed!!

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

Name: Patricia Leduc

Address: 409 2nd Street

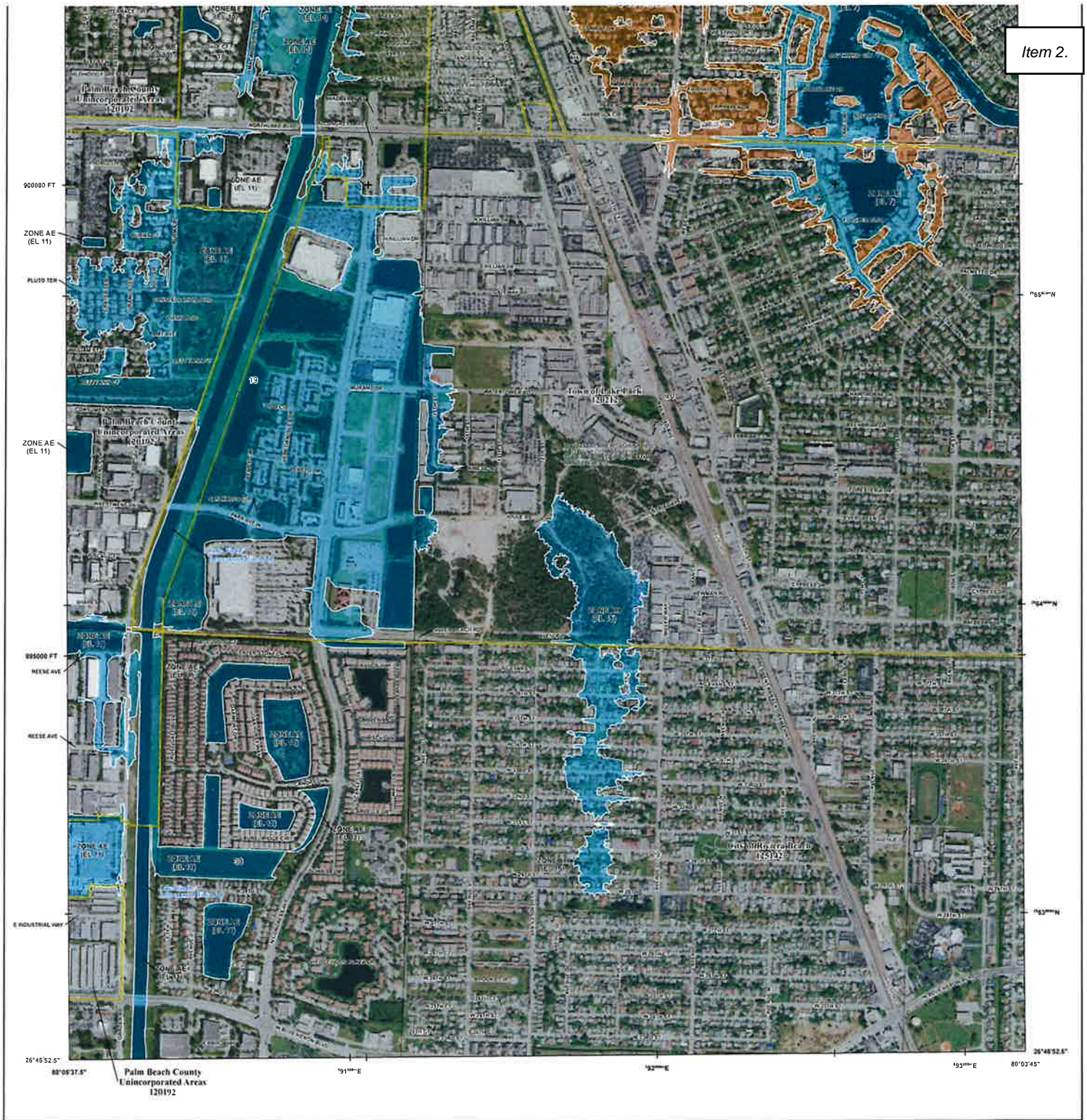
If you are interested in receiving Town information through Email, please provide your E-mail address: _____

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

12 - Golf Cart Ordinance

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

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



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)



NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products, assistance with this FIRM, including historic versions, the current map date for each FIRM panel, the data underpinning the map, or the National Flood Insurance Program (NFIP) general information, call the FEMA Map Information eXchange at 1-877-FEMA-4342 or visit the FEMA Flood Map Service Center website at msc.fema.gov. Additional products may include detailed maps, data, and other information available on the FEMA website.

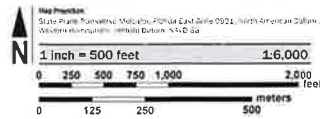
Communities entering and on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM panel. These may be accessed directly from the Flood Map Service Center at the number listed below.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

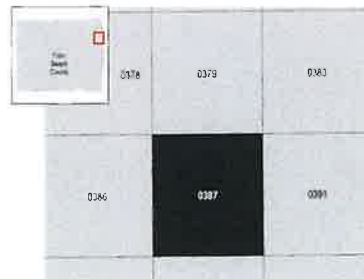
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-368-7029.

Each map is produced under the FIRM as provided by Palm Beach County, dated 2020 and 2019, the United States Geological Survey, dated 2014, and the Federal Emergency Management Agency, dated 2014 and 2017. Each map is produced by the United States Geological Survey, dated 2014 and 2017, and has a digital elevation model of 1 meter.

SCALE



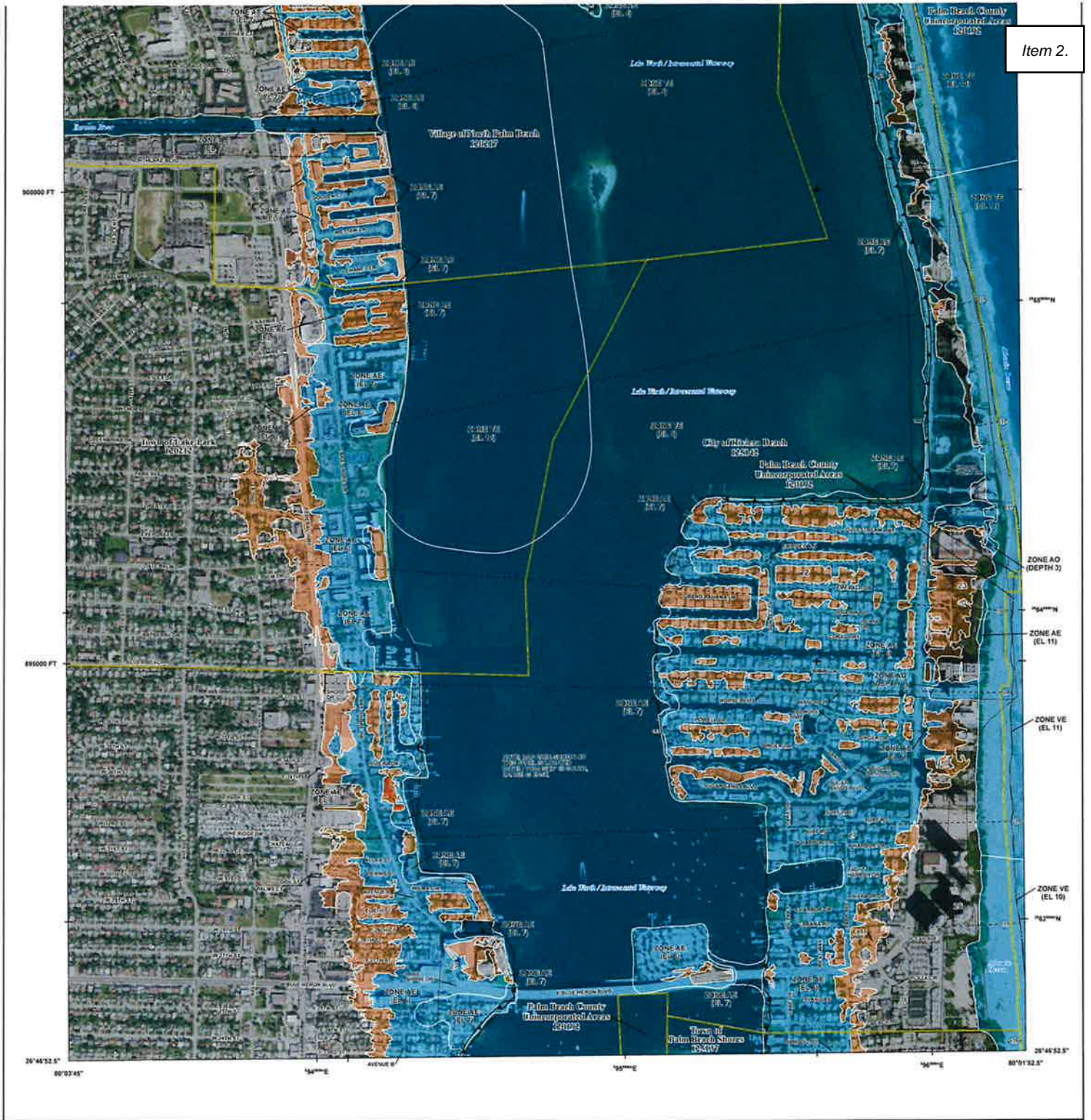
PANEL LOCATOR



FEMA
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
PALM BEACH COUNTY,
FLORIDA
Unincorporated Areas
PANEL 387 or 1200

COMMUNITY	NUMBER	PANEL	SUFFIX
LINE PLANT, TOWN OF	12021	0387	0387
PORT BEACH, CITY OF	12022	0387	0387
WILLOW BEACH, CITY OF	12023	0387	0387
VILLAGE OF PALM BEACH GOLF	12024	0387	0387



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone AE, AO, AH, VE, AH
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile, Zone X
 - Future Conditions 1% Annual Chance Flood Hazard, Zone X
 - Area with Reduced Flood Risk due to Levee See Notes, Zone X
- OTHER AREAS OF FLOOD HAZARD**
 - Area with Flood Risk due to Levee Zone D
 - NO SCREEN
 - Area of Minimal Flood Hazard, Zone X
 - Area of Undetermined Flood Hazard, Zone D
- OTHER AREAS**
- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
 - Cross Sections with 1% Annual Chance Water Surface Elevation

NOTES TO USERS

For information and questions about the Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, the 1% water probability, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information Center at 1-877-FEMA-MAP (1-877-366-2627) or visit the FEMA Flood Map Service Center website at map.fema.gov. For available products, please refer to the current version of the Flood Insurance Study Report and the digital version of this map. Many of these products can be ordered or obtained directly from the website.

Communities receiving land on adjacent FIRM panels must obtain a current map of the adjacent panel as well as the current FIRM index. These may be ordered or obtained from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for the jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-353-6047.

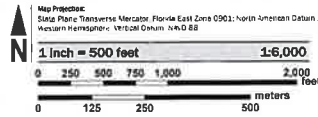
Base map information shown on this FIRM was provided by Palm Beach County, dated 2009 and 2010, the United States Geological Survey, dated 2004, and the Federal Emergency Management Agency, dated 2014 and 2017. Aerial imagery was provided by the United States Department of Agriculture, dated 2017, and has a ground sample resolution of 1 meter.

LIMIT OF MODERATE WAVE ACTION (LIMWA): Zone AE has been divided by a Limit of Moderate Wave Action (LIMWA). The LIMWA represents the approximate landward limit of the 1% flood breaking wave. The effects of wave heights between Zone VE and the LIMWA are between the shoreline and the LIMWA for areas where Zone VE is not identified or is subject to less wave action than shown in the Zone VE.

Coastal Barrier Resource System (CBRS) areas and "extreme protected areas" (EPAs) are no longer shown on this map panel, but are shown on the map. Current information on these areas is provided by the U.S. Fish & Wildlife Service (FWS). NFIP flood insurance is not available within CBRS areas for structures that are built or substantially improved or after the date established by FWS. Users should reference the most up-to-date information provided by FWS to determine NFIP insurance eligibility. The official maps and additional information regarding CBRS areas are provided on the FWS website at www.fws.gov/cbrs. FEMA also provides the official boundaries from FWS on a 0.1 mile resolution and dynamic flood map available through the FEMA Map Service Center.

Limit of Moderate Wave Action (LIMWA)

SCALE



PANEL LOCATOR



FEMA
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
PALM BEACH COUNTY, FLORIDA
Panel 391 of 1200

COMMUNITY	NUMBER	PANEL	SUFFIX
LAKE PARK, TOWN OF	120212	0391	G
PALM BEACH, CITY OF	120213	0391	G
PALM BEACH, TOWN OF	120214	0391	G
WEST PALM BEACH, CITY OF	120215	0391	G
VILLAGE OF	120216	0391	G



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18 2024

Originating Department: Finance Department

Agenda Title: Fiscal Year 2024/2025 Budget Adjustments

Agenda Category (i.e., Consent, New Business, etc.): Consent

Approved by Town Manager: Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant
Town Manager/Human Resources Director,
email=bturner@lakeparkflorida.gov, c=US
Date: 2024.11.18 13:28:26 -05'00'

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

Account Number: Various **Finance Signature:** _____

Advertised:

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

Attachments: Resolution

Carryforward Budget Adjustments Attachment "A"

Please initial one:

X

Yes I have notified everyone

Not applicable in this case

Summary Explanation/Background:

Fiscal Year End 2024/2025 budget is being amended to include additional revenue and expenditures. The adjustments are attached. The General Fund has a total budget increase of \$99,325 to Revenue and Expenditures. Streets & Roads has a total budget increase of \$161,647 to Revenue and Expenditures. The Special Projects Fund has a total budget increase of \$7,878,849 to Revenue and Expenditures. Stormwater Fund has a total budget increase of \$10,108 to Revenue and Expenditures. The Community Redevelopment Agency Fund has a total budget increase of \$188,204 to Revenue and Expenditures.

This fiscal year resolution creates the budget adjustments needed.

Recommended Motion:

The staff recommends adjusting the following revenue/expenditure items.

I move to adopt Resolution ...-12-24.

RESOLUTION NO. 111-12-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2024-2025 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 69-09-24; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2024 and ending September 30, 2025; and

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

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 68-09-24 a final millage rate for the Fiscal Year 2024-2025; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2024-2025, which was adopted by Resolution No. 69-09-24.

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

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

Section 2. An amended budget of the Town of Lake Park General Fund is here by approved and adopted as set forth in the attached Attachment “A”. An amended budget of the Town of Lake Park Marina Fund is here by approved and adopted as set forth in the attached Attachment “A”. An amended budget for the Town of Lake Park Stormwater Fund and Streets and Road Funds are here by approved and adopted as set forth in the attached Attachment “A”. An amended budget for the Town of Lake Park Community Redevelopment Agency is here by approved and adopted as set forth in the attached Attachment “A”.

Section 3. The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager so long as excesses exist in other activities within said fund budget. Notwithstanding the forgoing, the Town Commission shall approve by resolution the transfer of all appropriations in excess of \$10,000 and all transfers from the Town’s Unassigned Fund Balance Account or the Town’s Contingency Account.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. This resolution shall take effect immediately upon adoption.

TOWN OF LAKE PARK

Item 3.

BUDGET ADJUSTMENT
DEPARTMENT: Multiple

Adjustment No.: # 2025-2
DATE: 10/1/2024

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
ARPA	001-589-900-52700		\$95,065.00
Contractual Services	001-597-408-34000		\$4,260.00
Balance Brought Forward	001-399.999		\$99,325.00
Professional Services	110-552-520-31000		\$28,810.00
Contractual Services	110-552-520-34000		\$159,397.00
Balance Brought Forward	110-399.999		\$188,207.00
Professional Services	190-541-190-31000		\$63,511.00
Improvements - Sidewalks	190-541-190-63050		\$92,137.00
Improvements - Streetlights	190-541-190-63055		\$6,000.00
Balance Brought Forward	190-399.999		\$161,648.00
Discretionary Spending	301-521-301-63100		\$415,539.00
Grant - DEO-MT130	301-541-301-63825		\$7,433,850.00
Historical Grant - TH Roof	301-521-301-63827		\$29,460.00
Balance Brought Forward	301-399.999		\$7,878,849.00
Professional Services	402-538-402-31000		\$10,108.00
Balance Brought Forward	402-399.999		\$10,108.00
TOTAL		\$0.00	\$16,676,274.00

Explanation: Re-encumber outstanding Purchase Orders

General Fund PO00070-R2, O'Rourke Engineering & Planning, PO00228-R1, Megawattage
 PO000236-R1, Tyler Technology. PO00061-R2, J Morton Planning & Landscape,
 PO00182-R1, Bildworx Design, PO00204-R1, Shawn Mitchell, PO00227-R1 Vincent &
 Sons Landscape, PO00235-R1, Redevelopment Mgmt Assoc. PO0066-R2, Engenuity
 Group, PO00202-R1 The Paving Lady, PO00238-R1, FPL. PO00114-R2, O.N.M. & J
 PO00180-R1, LaPorta Contracting, PO00203-R1 Foster Marine Contractors,
 PO00207-R1, Baxter & Woodman, PO00210-R1 Kimley-Horn & Associates,
 PO00226-R1, HG Construction Development, PO00230-R1, LaPorta Contracting,
 PO00237-R1, D.S. Eakins. PO00021-R2, Baxter & Woodman, PO00032-R2, Engenuity
 Group.

APPROVALS:

Commission: _____

Date: _____



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Originating Department: Public Works

Agenda Title: A Resolution Authorizing and Directing the Mayor to Enter into a Contract Agreement for the Replacement and Installation of Windows and Doors at Kelsey Park Pavilion (RFQ 119-2024)

Approved by Town Manager: **Bambi McKibbon-Turner**
Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=btturner@lakeparkflorida.gov, c=US
Date: 2024.11.20 15:57:30 -05'00'

Cost of Item: \$73,000 **Funding Source:** ARPA

Account Number: 001-589-900-52700 **Finance Signature:** Jeff DaSilva
Digitally signed by Jeff DaSilva
DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdasilva@lakeparkflorida.gov, c=US
Date: 2024.11.20 14:29:19 -05'00'

Advertised:
Date: **Newspaper:**

Attachments: Agreement between the Town of Lake Park and Royal Palm Aluminum
A Resolution Authorizing and Directing the Mayor to Enter into a Contract Agreement for the Replacement and Installation of Windows and Doors at Kelsey Park Pavilion (RFQ 119-2024)
RFQ 119-2024

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

Summary Explanation/Background:

The Town of Lake Park needs to replace and install new windows and doors at the Kelsey Park Pavilion to improve safety, structural integrity, and appearance. This project is part of ongoing efforts to maintain and upgrade town facilities for residents and visitors.

To find a contractor for the work, the Town issued RFQ 119-2024. Royal Palm Aluminum was the only contractor to submit a qualified and responsive proposal that met the project requirements.

This agenda item seeks approval for the Mayor to enter into a contract with Royal Palm Aluminum so the project can move forward.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. 112-12-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ROYAL PALM ALUMINUM, INC., FOR THE REPLACEMENT OF WINDOWS AND DOORS AT KELSEY PARK EAST PAVILIONS 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, The Town is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

WHEREAS, the Town solicited quotes from companies pursuant to a Request for Quote (RFQ 119-2024) for services associated with the replacement and installation of new windows and doors at Kelsey Park Pavilions; and

WHEREAS, the Town received only one quote, that being from Royal Palm Aluminum, Inc., for the amount of \$73,000; and

WHEREAS, the Town has reviewed the scope of services outlined in the Quote and determined that the services and pricing offered meet the Town's requirements for the Replacement of Windows and Doors for the Pavilions at Kelsey Park East; and

WHEREAS, the Town Commission finds that the Quote from Royal Palm Aluminum Inc., for its services is acceptable.

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

Section 1: The foregoing recitals are incorporated herein.

Section 2: The Town Manager is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon adoption.

#5844222 v1 26508-00001

Agreement for Security Camera System for Public Works Facility

This Agreement to replace and install new windows and doors at the Kelsey Park Pavilion("Agreement") is made and entered into this ____ day of _____, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (hereinafter referred to as the "Town"), and Royal Palm Aluminum, Inc., a corporation with offices located at 425 Industrial Street, Suite #6 Lake Worth, FL. 33461 (hereinafter referred to as the "Contractor").

RECITALS

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

WHEREAS, the Town, through a competitive bidding process, solicited a Request for Quote (RFQ) to replace and install new windows and doors at the Kelsey Park Pavillion pursuant to RFQ Number 119-2024.

WHEREAS, only one proposal was received from Royal Palm Aluminum, Inc., for the amount of \$73,000; and

WHEREAS, the Town has determined that it is in its best interest to enter into a contract agreement with Royal Palm Aluminum, Inc., to replace and install new windows and doors at the Kelsey Park Pavillion.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

- 1.The recitals are true and correct and are incorporated herein.
- 2.Scope of Services.
 - a. The Contractor agrees to provide the Town with the Services contained in RFQ 119-2024 to replace and install new windows and doors at the Kelsey Park Pavillion, attached hereto and incorporated herein as Exhibit A.
- 3.Term.
 - a. The term of this Agreement shall begin upon execution by both parties. It shall continue until September 30, 2025, unless terminated earlier in accordance with the provisions herein.

4. Compensation.

- a. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.

5. Compliance with Laws.

- a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6. Records Retention/Ownership/Audit.

- a. The Contractor shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
- b. The Town has not performed a pre-audit of the Contractor's or Sub-contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-contractor's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
- c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

7. Public Records.

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

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-contractors related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the Town policy, and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

TOWN OF LAKE PARK

BY: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ____ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

CONTRACTOR
ROYAL PALM ALUMINUM, INC.

By:_____

Its:_____

Printed

#5799688 v1 26508-00001

Exhibit “A”

Request for Quotes (RFQ) 117-2024 Replacement of Windows and Doors at Kelsey Park East Pavilions

Introduction

The Town of Lake Park is seeking quotes from qualified vendors to replace the windows and doors at the Kelsey Park East Pavilions. The project will involve removing existing windows and doors and installing hurricane-rated replacements. The selected vendor will ensure that all installations comply with the applicable building codes and regulations.

Project Scope

The scope of the project includes:

1. **Remove** existing windows and doors at the Kelsey Park East Pavilions.
2. **Supply and installation** of hurricane-rated windows and doors that meet Florida Building Code standards for wind load and impact resistance.
3. **Proper sealing and weatherproofing** of installed windows and doors to ensure longevity and resilience.
4. **Replacement** of damaged stucco and drywall, followed by repainting to match the existing exterior and interior finishes.
5. **Testing and verification** of the installed products to ensure compliance with the Town's specifications and applicable standards.
6. **Cleanup and disposal** of all removed materials and site restoration after installation.
7. **Maintain the area secured** during construction by barricading off the area to keep the public out of harm.
8. **The contractor** must obtain the building permit and pay any associated fees.

Specifications

1. **Windows** must be certified as hurricane-rated, have impact-resistant glass, and meet or exceed Florida's wind load requirements.
2. **Doors** must be certified as hurricane-rated, including reinforced frames and impact-resistant components.
3. All installations must comply with the latest Florida Building Code standards.

Submission Requirements

Vendors must submit their quotes in a sealed envelope labeled **"RFQ – Replacement of Windows and Doors for Kelsey Park East Pavilions."** Submissions should include the following:

1. A detailed pricing breakdown for materials, labor, and other associated costs.
2. Technical specifications of the proposed windows and doors, including manufacturer certifications and compliance documentation.
3. Briefly describe the vendor's experience with similar projects and relevant references.
4. Warranty information and details of ongoing maintenance or support services offered.
5. A proposed timeline for project completion, including critical milestones.

Evaluation Criteria

Submissions will be evaluated based on the following criteria:

1. **Total project cost** and value for money.
2. **Vendor's experience** and qualifications for similar projects.

3. **Quality and certification** of the proposed materials.
4. **Proposed project timeline** and approach to meeting the Town's needs.
5. **Warranty terms** and ongoing support offerings.

Terms and Conditions

The Town of Lake Park reserves the right to:

1. Accept or reject any or all quotes received in response to this RFQ.
2. Modify or cancel this RFQ at any time before the award of the contract.
3. Negotiate with the selected vendor regarding project scope, cost, and other contract terms.

Windows and Door Inventory (estimated measurements)

- a. Pavilion
 - South Section: Two double French-type doors, 76" by 97"
 - West Section: One double French-type door, 76" by 97"
 - North Section: Two double windows, 74" by 61"
 - East Section: Three double French-type doors, 76" by 97"
- b. Pro Shop Facility
 - South Section: Two single windows, 37" by 61"
 - West Section: Double window, 74" by 60.5"
 - North Section: Quadruple window, 148.5" by 60.5"
 - East Section: Double French-type door, 76" by 97"

Note: Contractors are responsible for certifying the accuracy of the windows and doors before submitting any proposed quote.

Submission Deadline

All submissions must be received no later than 10:00 A.M. **Friday, November 8, 2024**, and should be sent electronically to townclerk@lakeparkflorida.gov or delivered in a sealed envelope clearly labeled "RFQ 117-2024 - **Replacement of Windows and Doors at Kelsey Park East Pavilions**" to 535 Park Avenue, Lake Park, FL 33403 attention Town Clerk.

Laura Weidgans
Deputy Town Clerk



ROYAL PALM

A L U M I N U M

THE WINDOW COMPANY



Licensed Impact Window and Door installation
Providing Quality Since 1994

Proposed Project Estimation and Contract

S O L D T O	Customer	Laura Weidgans	Project	Kelsey Park East Pavilion / Pro Shop
			Address	601 Federal Hwy
	Contractor	Royal Palm Aluminum	Location	Lake Park, FL, USA, 33403
	General #	CGC# 1513273	Contact	Laura Weidgans
	Date	11/07/2024	E-Mail	townclerk@lakeparkflorida.gov
	Salesman	Casey Thomas	Quote #	200-253-2
	Salesman Contact	561-588-2520	Phone Fax	561-881-3311

Product and Installation Package

SEE ATTACHED PGT / CGI PRODUCT DETAIL REPORT : #8167781/ #1036471

THIS BID IS CONTINGENT UPON FINALIZED PRODUCT SIZE AND SELECTION

~PROPOSAL DETAILS/SCOPE OF WORK~

INCLUDES
<u>"HURRICANE IMPACT PRODUCTS"</u>
<u>"INSTALLATION INTO "Retrofit"</u>
• PRODUCTS PROPOSED AS PGT ▾
• PRODUCTS PROPOSED AS CGI ▾
• PRODUCTS PROPOSED AS Aluminum ▾ FRAMED IMPACT PRODUCTS
• PRODUCTS PROPOSED WITH White ▾ FRAME FINISH AND Gray ▾ ▾ TINTED Laminated ▾ GLASS
• REMOVAL AND DISPOSAL OF EXISTING PRODUCTS
• MINOR STUCCO REPAIR (AS NEEDED)
• PERMITTING AND ENGINEERING FEES INCLUDED

DOES NOT INCLUDE

- **INTERIOR AND EXTERIOR** *(WOOD MOLDING, DRYWALL/PLASTER, WINDOWSILL, TILE/WOOD/CARPET FLOORING, PAINTING)*
- **SHUTTER REMOVAL** * (**NO (NOT INCLUDED IN TC)***)

OPTIONAL PACKAGES:

- **COMPLETE WINDOW AND DOOR PACKAGE** - **SEE CONTRACT BELOW**
- **CGI DOOR PACKAGE ONLY** - **\$63,400.00**
- **PGT WINDOW PACKAGE ONLY** - **\$11,200.00**

ALL INFORMATION IS PROPRIETARY AND NOT DISSEMINATED

ALL QUOTES: REASONABLE EXPOSURE TIME FOR PROPERTY QUOTE AT CURRENT MARKET CONDITIONS: 30 DAYSTHIS CONTRACT IS **NOT** CONSIDERED VALID WITHOUT A PAID DRAW #1

THE SIGNING OF THIS CONTRACT IS ACCEPTANCE OF THE INDICATED MATERIAL AND ALL RELATED CONFIGURATION AND AESTHETIC RISKS AND CONSIDERATIONS (REFLECTIVITY, COLOR, AND DISTORTION)

TOTAL CONTRACT DOES INCLUDE FEES FOR PERMITTING, ENGINEERING AND RELATED COSTS WHICH WILL BE BILLED AT COST AS A FINAL DRAW AFTER THE FINAL INSPECTION IS COMPLETED*THE ABOVE MATERIAL AND LABOR AGREEMENT HAS BEEN REVIEWED AND APPROVED: X_____*

Project Total

DRAW SCHEDULE AGREEMENT***DRAW #1 – THE DEPOSIT DRAW IS DUE BEFORE MATERIALS ARE ORDERED AND/OR PERMIT APPLICATION IS SUBMITTED******DRAW #2 – THE MATERIAL DRAW IS DUE AS MATERIAL SHIPS FROM THE MANUFACTURER.******DRAW #3 – THE LABOR DRAW IS DUE UPON THE FINAL DAY OF INSTALLATION*******SEE NOTES BELOW ABOUT PARTIAL INSTALLATIONS********FINAL INSPECTION/WARRANTY SERVICE WILL NOT BE SCHEDULED UNTIL DRAW 3 HAS BEEN PAID*******DRAW #4 – THE CLOSING DRAW (PERMITTING FEES) IS DUE UPON PASSING OF THE FINAL INSPECTION***

INSTALLATION	INCLUDED
TOTAL CONTRACT	\$73,000.00
DRAW #1	\$36,500.00
DRAW #2	\$25,600.00
DRAW #3	\$7,300.00
DRAW #4	\$3,600.00

I AGREE TO ABIDE BY THIS DRAW SCHEDULE.

X_____

*****ALL PAYMENTS ARE TO BE MADE OUT TO "ROYAL PALM ALUMINUM, INC" *****

~TERMS AND CONDITIONS~

1. PRICES AND PAYMENT TERMS: All prices are US currency, payable at the office of Royal Palm Aluminum, Inc. in Palm Beach County, Florida. Installation may not begin until all materials have been paid in full. Subsequent progress payments for installation may be required upon the discretion of Royal Palm Aluminum, Inc. Unpaid balances not paid when due shall bear interest at 1.5% per month until paid in full and may jeopardize the installation schedule. Title in any goods described on this form is transferred to the Buyer/Responsible Party at shipment. Buyer/Responsible Party hereby grants to Royal Palm Aluminum, Inc., a security interest in any such goods sold hereunder, or the proceeds thereof, to secure the performance or payment of the obligations of the Buyer/Responsible Party under this agreement. Buyer/Responsible Party agrees to execute any document reasonably required by Royal Palm Aluminum, Inc. to perfect this security interest. **A technology fee of 3.25% will be charged to all credit card transactions, in effect for all payments received after 1/1/2020.**

Royal Palm Aluminum, Inc. will retain all right of a lien provided by the Florida Construction Lien Law until payment is paid in full. PER FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 712.001-713.37, FLORIDA STATUTES, THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE THE RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY. YOU MAY ALWAYS ASK YOUR CONTRACTOR FOR A RELEASE OF LIEN.

CONTRACT TYPE AND SALES TAX – All projects contracted from this form are assumed to be modifications, additions and/or repair of REAL PROPERTY. This is a **LUMP SUM CONTRACT**. **Royal Palm Aluminum, Inc. pays Sales-Tax on all materials** required for the completion of the project and **does not charge Sales Tax**.

If any payment is not made when due, Royal Palm Aluminum, Inc. Shall have the absolute right to refuse to deliver any other order or shipment until payment is made.

For Partial installations, the portion (percentage) of completion will be calculated, invoiced and paid as per the above "Labor Draw" Agreement.

Indemnity: To the fullest extent permitted by law, the Buyer/Responsible Party shall, defend, indemnify and hold harmless Royal Palm Aluminum, Inc. its officers, directors, members, consultants, agents and employees (the "Seller Indemnified Parties") from all claims for bodily injury, wrongful death, violation of code or Statute, and property damage, that may arise from the performance of the work and the product sold, to the extent the negligence is attributed to such acts or omissions by Buyer/Responsible Party or anyone employed directly or indirectly by any of them or by anyone for those acts any of them may be liable, including all costs and attorney's fees incurred by Seller to enforce this provision, including mediation, trial and/or court of appeals. The Buyer/Responsible Party shall not be required to indemnify or hold harmless Royal Palm Aluminum, Inc. Indemnified Parties for any acts, omissions or negligence of Royal Palm Aluminum, Inc. Indemnified Parties.

Changes in Scope: Any verbal requests will not be recognized, nor any written change from anyone other than the Buyer or Responsible Party of this contract, unless written consent is given within 5 days of sign contract to authorize a Decision Maker in the Buyer's/Responsible Parties' absence. The Buyer, Responsible Party, or Authorized Decision Maker may order changes without invalidating this contract consisting of additions, deletions or other revisions, the material sum and installation sum being adjusted accordingly.

Sign Here:

I _____ Authorize _____ to be the Authorized Decision Maker in my absence.

2. DELIVERY: Royal Palm Aluminum, Inc. shall schedule delivery and installation following the complete receipt of orders at its facility and shall endeavor to do so in accordance with standard industry practice. Royal Palm Aluminum, Inc. shall not be liable for any delays in installation caused by factors beyond its reasonable control, including but not limited to weather or other acts of God, accidents, disruptions, fires, explosions, breakdowns of essential machinery or equipment, power shortages, transportation or storage delays, labor difficulties, or failure or delay in its usual source of supply, manufacturer delay(s) and or defect(s), war, or terrorist acts. Royal Palm Aluminum, Inc. may not be withheld or be back charged in the event of such a delay as listed. The date of delivery or performance shall be deemed extended for a period greater than or equal to the time lost by the delay.

CLIENT CANCELLATION OF MATERIAL DELIVERY OR INSTALLATION WITHIN 24 HOURS OF SCHEDULED WORK ARE SUBJECT A \$200 RESCHEDULING FEE.

3. WARRANTY: All Royal Palm Aluminum, Inc., installations are warranted against defects in workmanship for a period of one (1) year from the date of material arrival to RPA, provided that the draw schedule is adhered to. Other than the implied warranty of title, NO ORAL, STATUTORY, OR IMPLIED WARRANTY, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Royal Palm Aluminum, Inc.'s obligation with respect to the installation shall be limited to this printed warranty. All warranties are void unless Royal Palm Aluminum, Inc. has received payment in full and products are installed in strict conformity with Royal Palm

Aluminum, Inc. specifications and instructions for installation. In the event of a breach of warranty, Royal Palm Aluminum, Inc. shall have the option to repair or replace any defective product or application. Replacement shall not include any other cost other than repair or replacement of the defective product or application. **Warranty service will not be scheduled or completed unless the project has been PAID IN FULL.**

4. LIMITATION OF LIABILITY: Royal Palm Aluminum, Inc.'s liability on any claim for loss or damage arising out of this contract, or for the performance or breach thereof, or connected with the supplying of any service hereunder, or their sale, operation or use, whether based on contract, warranty, tort (including negligence), strict liability or other grounds, shall not exceed the price of such service or part thereof applicable to the claim. In no event shall Royal Palm Aluminum, Inc. be responsible for special, punitive, penal, consequential, or incidental damages, including but not limited to damages for loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities, or services, or claims of customers for such damages.

5. INSPECTION: Except as otherwise provided in Royal Palm Aluminum, Inc. printed warranty, it shall be Buyer's/Responsible Parties' responsibility to promptly examine and inspect the substantially completed installation and to notify Royal Palm Aluminum, Inc. in writing within ten (10) days after delivery of any complaint that relates to the service provided or any claimed failure of the service to conform to this contract. Failure to notify Royal Palm Aluminum, Inc. within the allowed claim period shall be deemed an irrevocable acceptance of the installation, and a waiver of any claimed defect. Glass and frame finishes shall be in accordance with generally accepted conditions as defined by the Selected ASTM Standards Relating to the Flat Glass Industry-Revised 5/98, Page 1 Paragraph 3.1.1.11: Page 3, Table 1, and Page 5 Paragraph 7.3. Some level of visible distortion is unavoidable and expected when using heat strengthened glass in high performance impact resistant glazing products. Distortion of images whether viewed in transmission or reflectance may be accentuated when viewed at angles other than normal (90°) to the surface; often the more acute or obtuse the angle, the greater the distortion. Inspection of the windows and doors is to be made by examining the product at 10 feet back from the windows and doors to look for scratches, dings, or imperfections in workmanship to establish a punch out list. Inspection is to be reasonable. Additionally, it will be Buyer's/Responsible Parties' responsibility to provide reasonable access to Royal Palm Aluminum, Inc., and municipal authority to inspect the project in accordance with the finalization of the permitting process.

NOTE: Scratches and dings will occur through the process of remodeling, renovation, and new construction due to the number of times the material is handled from manufacturing to delivery to installation and with every trade that interfaces with the projects afterward.

6. SITE PREPARATION: Buyer agrees to prepare the premises to permit the locating or placing of the goods without obstacles or hindrances of any kind. Royal Palm Aluminum, Inc. may, but is not obligated to, provide additional supplies, hardware or other items needed to complete the installation. A space of (3) feet is to be cleared around the area of installation to provide adequate working space for installation to commence. **All window and door treatments/fixtures/shutters/sills/surrounding tiles/ and paint are to be removed BY OTHER prior to installation, any material within one foot of the installation space is considered "AT RISK" and Royal Palm Aluminum, Inc. shall not be held liable for any damages that occur therein.**

7. BUYER'S REPRESENTATIONS: If the goods are to be installed as improvements to real property, (and unless indicated otherwise in this agreement or a separate purchase agreement, the goods are to be installed as improvements to real property) Buyer/Responsible Party represents to Royal Palm Aluminum, Inc. that none of the goods may be resold as a separate item.

8. GENERAL MATTERS: Buyer/Responsible Party agrees to give Royal Palm Aluminum, Inc. full and prompt cooperation with respect to any request for action related to consumer product safety issues. No assignment of this agreement may be made without prior written approval by Royal Palm Aluminum, Inc. This contract shall be deemed made in Palm Beach County, Florida and shall be governed and construed under the laws of Florida. Venue of any action arising out of this agreement shall be in Palm Beach County, Florida. This agreement represents the entire agreement of the parties and may not be altered or modified other than by a writing signed by Royal Palm Aluminum, Inc.

9. ADDITIONAL NOTES: Parties shall be entitled to conduct **reasonable discovery** before, during, and after construction process - Royal Palm Aluminum, Inc. has authority to refuse continuation of and installation of any openings deemed a potential risk to the installation of windows, doors, and other fenestration openings; or the potential risk of injury, loss or damage that may occur. **PRICE PER PRODUCT IS A VARIABLE PRICE ONLY INCLUDED INTO SINGLE LINE-ITEM PRICING, NOT TOTAL CONTRACT AMOUNT.**

SCREEN RETENTION: At the discretion of Royal Palm Aluminum, Inc. Screen material **may** be stored at their facility for a period of up to (1) one year of completion of substantial installation. After this point they may be discarded without notice.

GLASS DISTORTION: Heat strengthened glass may have optical distortions that occur as a result of the strengthening process. Optical distortions are not considered defects and are not covered under warranty. Optical distortion and other glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity are also not covered.

HARDWARE FINISH: Hardware warranty is per manufacturer; in general, functionality has a specified duration of coverage. Finish and corrosion are generally not covered. For extended aesthetic performance, see care and maintenance guidelines.

THE BELOW SIGNATURES SIGNIFY AGREEMENT TO THE TERMS AND CONDITIONS STIPULATED ABOVE AND AN OVERALL NOTICE TO PROCEED FOR THE PROJECT.

CONTRACT ACCEPTED BY: _____

DATE ACCEPTED: _____

CONTRACTOR SIGNATURE: _____

DATE ACCEPTED: _____

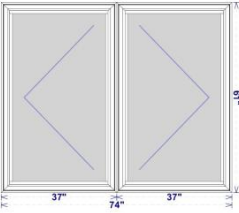




NFRC Report

www.pgtwindows.com

Quote # 8167781
 PO Number: 200-CT - Kelsey Park v2
 Job Name: 200-CT - Kelsey Park v2
 Job Address:

Line #	Item Description	Quantity	Location
0001 (7.00)	CA740 WINGUARD CA SERIES 740 74.X61.,1/2" FL,W,EGRESS,GR,G/G 5/16,NO GRID,XX,XX,Nesting,SS PACKAGE,1816K-BOXED	Ordered: 2.00 PO Number:	Pavilion - North
<div>  <p> Certification Type: MIAMI Frame Type: .5FLANGE Size Selection: CUSTOM Width: 74.0000 Actual Size: 74 X 61 Wood Frame Opening: 73 1/4 X 60 1/4 Frame Color: W - White Glass Type: 5/16" Glass Makeup: LMA209A2 Does unit need to meet Turtle Code: NO Low E: NONE Grid Type: NONE - NO Grid Hinge Type: EGRESS Handle Type: NESTING Stainless Steel Package: Y Anchor Plate: N CAR#: 23-0816.12 Left X Unit PositiveDesignPressure: 70.0000 Left X Unit PAnumber: FL245 Left X Unit CondensationResistance: 15.0000 Left X Unit SolarHeatGainCoeff: 0.4400 Left X Unit VTCOG: 0.5900 Right X Unit PositiveDesignPressure 2: 70.0000 Right X Unit PAnumber: FL245 Right X Unit CondensationResistance: 15.0000 Right X Unit SolarHeatGainCoeff: 0.4400 Right X Unit VTCOG: 0.5900 </p> </div> <div> NOA Selection: 23-0816.12 Unit Configuration: XX Size Ref: TTT Height: 61.0000 Rough Masonry Opening: 74 3/4 X 61 Egress Opening: 29 1/2 X 55 SQFT 11.2673 Glass Family: LM - Laminated Interlayer Type: PVB090 Glass: 5/16" LAMI (1/8AN - .090 PVB- 1/8 AN) Glass Color: GR - GRAY Privacy Glass: NONE - NONE Screen Type: 1816K - 1816 Charcoal WOCD: N Upgrade Hardware Finish: N Anchor Group: C.AWCA6.7.1 Boxing Options: BS - Box Screen CAR#: 23-0816.12 Left X Unit NegativeDesignPressure: 70.1000 Left X Unit EnergyStar: NONE Left X Unit UF: 1.0500 Left X Unit VT: 0.3900 Left X Unit CPD: PGT-K-143-00786-00055 Right X Unit NegativeDesignPressure2: 70.1000 Right X Unit EnergyStar: NONE Right X Unit UF: 1.0500 Right X Unit VT: 0.3900 Right X Unit CPD: PGT-K-143-00786-00055 </div>			



DETAILED CUSTOMER PROPO

Item 4.

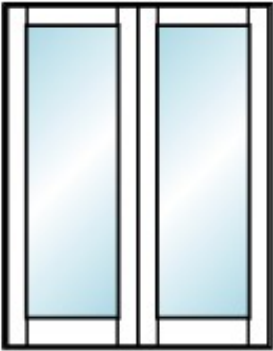
Quote Number: 1036471
Quote Name: 200-CT - Kelsey Park Pro/Pavil
Project Name: 200 - CT
Saved Date: 11/12/2024 11:56:25 AM
Sales Person: Casey Thomas

Dealer Information:	Customer Information:	Job Address:
Royal Palm Aluminum, Inc. 425 Industrial St Suite 6 Lake Worth, FL 33461 P:561-588-2520 F: 561-588-2522		

Line	Qty	Product	Size	Room Location	Design Pressure
100-1	2	Estate by WinDoor Pair of Door	76" X 97"	Pavilion - South	+59.9/-59.9

76" x 97"

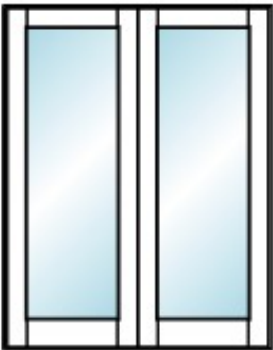
Product Family = Windoor
Interlayer Type = Saflex CP, Glass Make-Up = 7/16" Lami (Ann/Ann)
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None
DP + = 59.9, DP - = 59.9, FPA # = 29783
Number of 4 5/8" True Muntins = 0
Panel Type = Glass
U-Factor = 1.06, SHGC = 0.23, VT = 0.32, CR = 15, CPD = CDR-K-11-00365-00069
Finish Type = Legacy, Aluminum Finish = 2603 White Powder
Door Swing = Outswing, Glazing Bead = Square Bead, Handing (Viewed from the outside) = Right Hinge
Outswing, Sill Type = Standard Threshold
Hardware Type = Residential, Handleset Type = Deluxe Handleset, Deluxe Handleset = Yes, Include Deluxe
Handleset = Yes, 3pt Lock? = Yes, Prep for Levers = Yes, Hardware Finish = Satin Nickel PVD, Hinge Finish =
Brushed Stainless Steel, Delete Astragal = No
Entrance Handleset Model = Minneapolis 3/4
Left Panel - Glass Color = Clear LoE 366
Right Panel - Glass Color = Clear LoE 366



Line	Qty	Product	Size	Room Location	Design Pressure
200-1	1	Estate by WinDoor Pair of Door	76" X 97"	Pavilion - West	+59.9/-59.9

76" x 97"

Product Family = Windoor
Interlayer Type = Saflex CP, Glass Make-Up = 7/16" Lami (Ann/Ann)
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None
DP + = 59.9, DP - = 59.9, FPA # = 29783
Number of 4 5/8" True Muntins = 0
Panel Type = Glass
U-Factor = 1.06, SHGC = 0.23, VT = 0.32, CR = 15, CPD = CDR-K-11-00365-00069
Finish Type = Legacy, Aluminum Finish = 2603 White Powder
Door Swing = Outswing, Glazing Bead = Square Bead, Handing (Viewed from the outside) = Right Hinge
Outswing, Sill Type = Standard Threshold
Hardware Type = Residential, Handleset Type = Deluxe Handleset, Deluxe Handleset = Yes, Include Deluxe
Handleset = Yes, 3pt Lock? = Yes, Prep for Levers = Yes, Hardware Finish = Satin Nickel PVD, Hinge Finish =
Brushed Stainless Steel, Delete Astragal = No
Entrance Handleset Model = Minneapolis 3/4
Left Panel - Glass Color = Clear LoE 366
Right Panel - Glass Color = Clear LoE 366

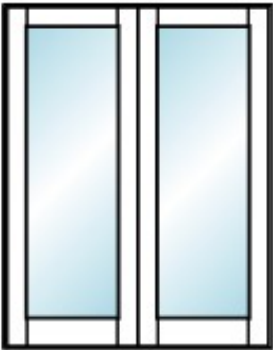


Line	Qty	Product	Size	Room Location	Design Pressure
300-1	3	Estate by WinDoor Pair of Door	76" X 97"	Pavilion - East	+59.9/-59.9

Item 4.

76" x 97"

Product Family = Windoor
Interlayer Type = Saflex CP, Glass Make-Up = 7/16" Lami (Ann/Ann)
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None
DP + = 59.9, DP - = 59.9, FPA # = 29783
Number of 4 5/8" True Muntins = 0
Panel Type = Glass
U-Factor = 1.06, SHGC = 0.23, VT = 0.32, CR = 15, CPD = CDR-K-11-00365-00069
Finish Type = Legacy, Aluminum Finish = 2603 White Powder
Door Swing = Outswing, Glazing Bead = Square Bead, Handing (Viewed from the outside) = Right Hinge
Outswing, Sill Type = Standard Threshold
Hardware Type = Residential, Handleset Type = Deluxe Handleset, Deluxe Handleset = Yes, Include Deluxe
Handleset = Yes, 3pt Lock? = Yes, Prep for Levers = Yes, Hardware Finish = Satin Nickel PVD, Hinge Finish =
Brushed Stainless Steel, Delete Astragal = No
Entrance Handleset Model = Minneapolis 3/4
Left Panel - Glass Color = Clear LoE 366
Right Panel - Glass Color = Clear LoE 366



Disclaimer:



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPOINTING RICHARD J. READE TO SERVE AS THE REPRESENTATIVE OF THE TOWN OF LAKE PARK ON THE GOVERNING BOARD OF SEACOAST UTILITY AUTHORITY

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

Approved by Town Manager

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of
 Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.12.03 12:42:53 -05'00'

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

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

Summary Explanation/Background:

The Town entered into an Interlocal Agreement with Seacoast Utility Authority and several other municipalities. As part of the Interlocal agreement, each municipality appoints one (1) representative to the governing board to serve a four-year term.

Inasmuch as the Town Manager serves as the representative of the Town of Lake Park to the Seacoast Utility Authority governing board, and inasmuch as Richard J. Reade has been hired by the Town Commission to serve as the new Town Manager, the purpose of this agenda item is to appoint Richard J. Reade to serve as the representative of the Town of Lake Park on the governing board of the Seacoast Utility Authority effective January 9, 2025.

Recommended Motion: I move to adopt Resolution _____.

RESOLUTION NO. 113-12-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPOINTING RICHARD J. READE TO SERVE AS THE REPRESENTATIVE OF THE TOWN OF LAKE PARK ON THE GOVERNING BOARD OF SEACOAST UTILITY AUTHORITY; PROVIDING THAT THE COMPENSATION DESIGNATED BY THE BOARD FOR SUCH REPRESENTATIVE SHALL BE PAYABLE TO THE TOWN OF LAKE PARK, FLORIDA; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Resolution 83-10-24 was adopted by the Town of Lake Park Commission on October 16, 2024 designating that the Interim Town Manager Bambi McKibbon-Turner shall serve as the representative of the Town of Lake Park on the governing board of the Seacoast Utility Authority until such time as a replacement has been appointed by the Town of Lake Park Commission; and

WHEREAS, the Town Manager of the Town of Lake Park serves as the representative of the Town of Lake Park to the Seacoast Utility Authority governing board; and

WHEREAS, Richard J. Reade has been hired by the Town Commission to serve as the Town Manager for the Town of Lake Park; and

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town of Lake Park Commission of the State of Florida does hereby appoint Richard J. Reade to serve as the representative of the Town of Lake Park on the governing board of the Seacoast Utility Authority.

Section 3. Compensation designated by the Governor Board for the Town of Lake Park's representative shall be payable to the Town of Lake Park, Florida.

Section 5. This Resolution shall become effective January 9, 2025.



Town of Lake Park Town Commission

Item 6.

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT WITH THE SEACOAST UTILITY AUTHORITY GRANTING AN EASEMENT FOR A WATER MAIN ALONG RAILROAD AVENUE FOR USE BY CLEAN SWEEP; AND PROVIDING FOR AN EFFECTIVE DATE.

[] SPECIAL PRESENTATION/REPORTS [X] **CONSENT AGENDA (Resolution)**
[] BOARD APPOINTMENT [] OLD BUSINESS
[] ORDINANCE
[] NEW BUSINESS – DISCUSSION ITEM
[] OTHER: RESOLUTION

Approved by Town Manager

Bambi McKibbon-Turner

Date:

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2024.12.06 10:13:52 -05'00'

Nadia Di Tommaso / Community Development Director

Name/Title

Originating Department: Community Development	Costs: \$ N/A Funding Source: NA Acct. [] Finance _____	Attachments: → Resolution with Exhibit 'A' → Exhibit 'B' - SUA Easement
Advertised: Date: Paper: [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case ND Please initial one.

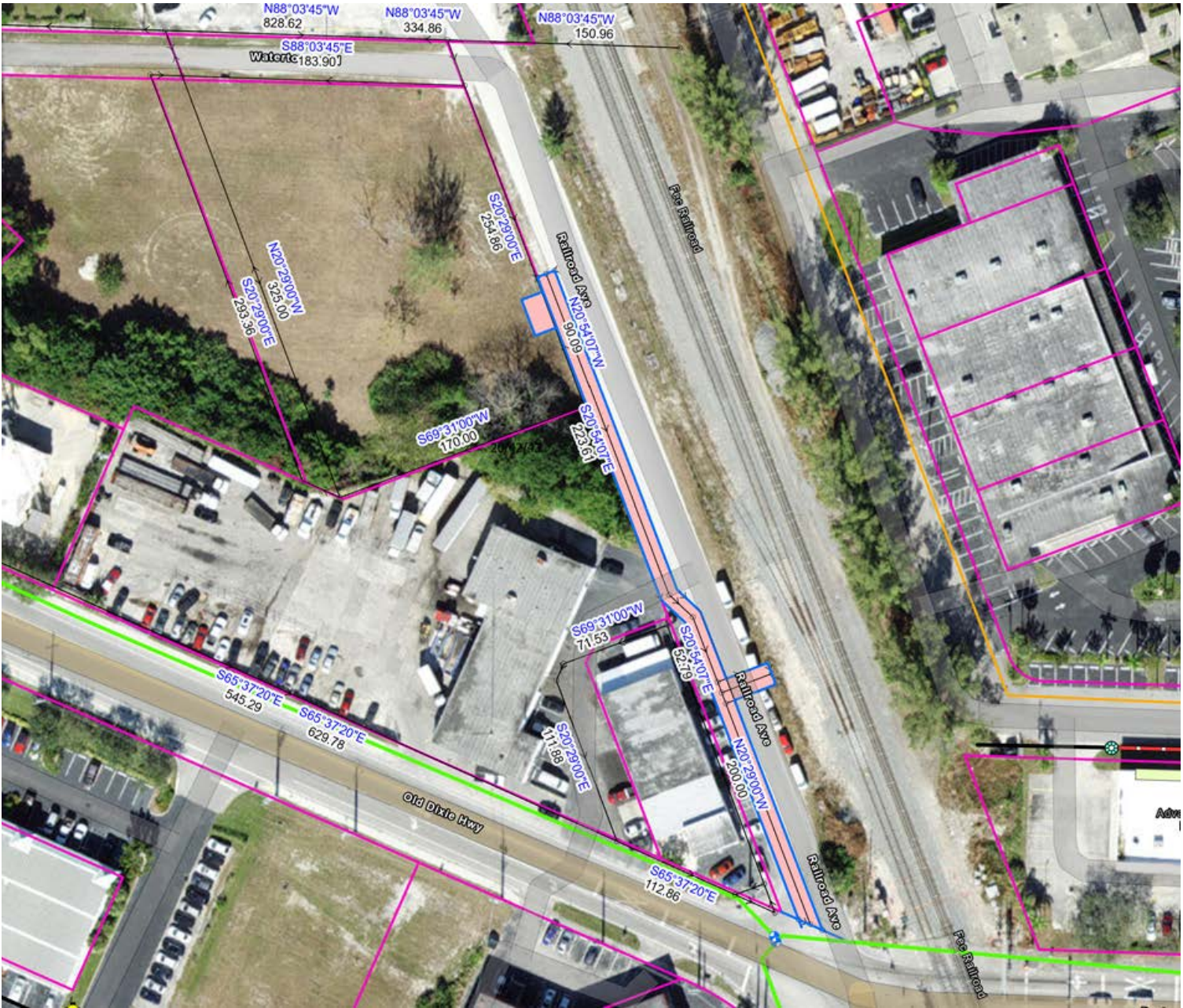
Summary Explanation/Background:

Provided by Seacoast Utility Authority (summarized):

This easement is for the Clean Sweep (810 Water Tower Road) project off Watertower Road. The proposed 12-foot easement falls within the Town's 50-foot parcel, West of the Railway Right-of-Way, and will contain a Seacoast 6-inch and 10-inch water main.

Enclosed is the SUA easement document and supporting Resolution for Town Commission approval.

General Location (see enclosed Easement for location accuracy):



Recommended Motion: I move to “**APPROVE**” Resolution __-12-24.

Prepared & return to:
Laura Niemann
4200 Hood Road
Palm Beach Gardens, FL 33410

EASEMENT

THIS EASEMENT made and entered into this ____ day of _____, 2024 between the **Town of Lake Park, a Florida municipal corporation**, (hereinafter referred to as "Grantor") whose address is **535 Park Avenue, Lake Park, Florida 33403** and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is **4200 Hood Road, Palm Beach Gardens, FL 33410**.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service water and sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

TOWN OF LAKE PARK

Signed, sealed and delivered
in the presence of:

Witness #1 Signature

By: _____
Roger Michaud, Mayor

Witness #1 Printed Name

Attest: _____
Vivan Mendez, CMC

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ of _____, 2024 by **Roger Michaud and Vivan Mendez, CMC, as Mayor and clerk of the Town of Lake Park**, who are personally known to me or who has produced _____ as identification.

Notary Signature

Print Name

Notary Public – State

Commission No:

My Commission Expires:

EXHIBIT A

Item 6.

LEGAL DESCRIPTION

A SEACOAST UTILITY AUTHORITY EASEMENT IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, WITHIN A TOWN OF LAKE PARK PARCEL LYING WESTERLY OF THE WEST RIGHT-OF-WAY OF FLORIDA EAST COAST RAILWAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 12.00 FEET IN WIDTH, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE #1:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 1 RECORDED IN OFFICIAL RECORDS BOOK 30741, PAGE 1086 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING A POINT ON A LINE PARALLEL WITH AND 50 FEET WESTERLY OF THE SAID WEST RIGHT-OF-WAY OF FLORIDA EAST COAST RAILWAY; THENCE N20°54'07"W ALONG SAID WESTERLY LINE FOR 90.09 FEET; THENCE DEPARTING SAID WESTERLY LINE, N68°51'05"E FOR 6.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE S20°54'07"E FOR 223.61 FEET; THENCE S46°43'29"E FOR 21.17 FEET; THENCE S20°54'07"E FOR 52.79 FEET POINT "A"; THENCE CONTINUE, S20°54'07"E FOR 161.57 FEET TO THE NORTH RIGHT-OF-WAY OF OLD DIXIE HIGHWAY AND THE POINT OF TERMINATION OF SAID CENTERLINE #1.

IT IS INTENDED FOR THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED AT THE POINT OF TERMINATION OF CENTERLINE #1 TO INTERSECT THE NORTH RIGHT-OF-WAY OF OLD DIXIE HIGHWAY.

TOGETHER WITH:

AN EASEMENT 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE #2:

BEGIN AT SAID POINT "A"; THENCE N69°05'33"E FOR 34.78 FEET TO THE WEST RIGHT-OF-WAY OF FLORIDA EAST COAST RAILWAY AND THE POINT OF TERMINATION OF SAID CENTERLINE #2.

CONTAINING 5941 SQUARE FEET (0.136 ACRES), MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.

THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

REVISIONS:

6/28/24 REVISED PER S.U.A. COMMENTS

7/18/24 REVISED PER S.U.A. COMMENTS

7/24/24 REVISED PER S.U.A. COMMENTS

B BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX
E-Mail: info@brown-phillips.com

JOHN E. PHILLIPS, III
License Number 4826
JOHN E. PHILLIPS, III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 7/24/24

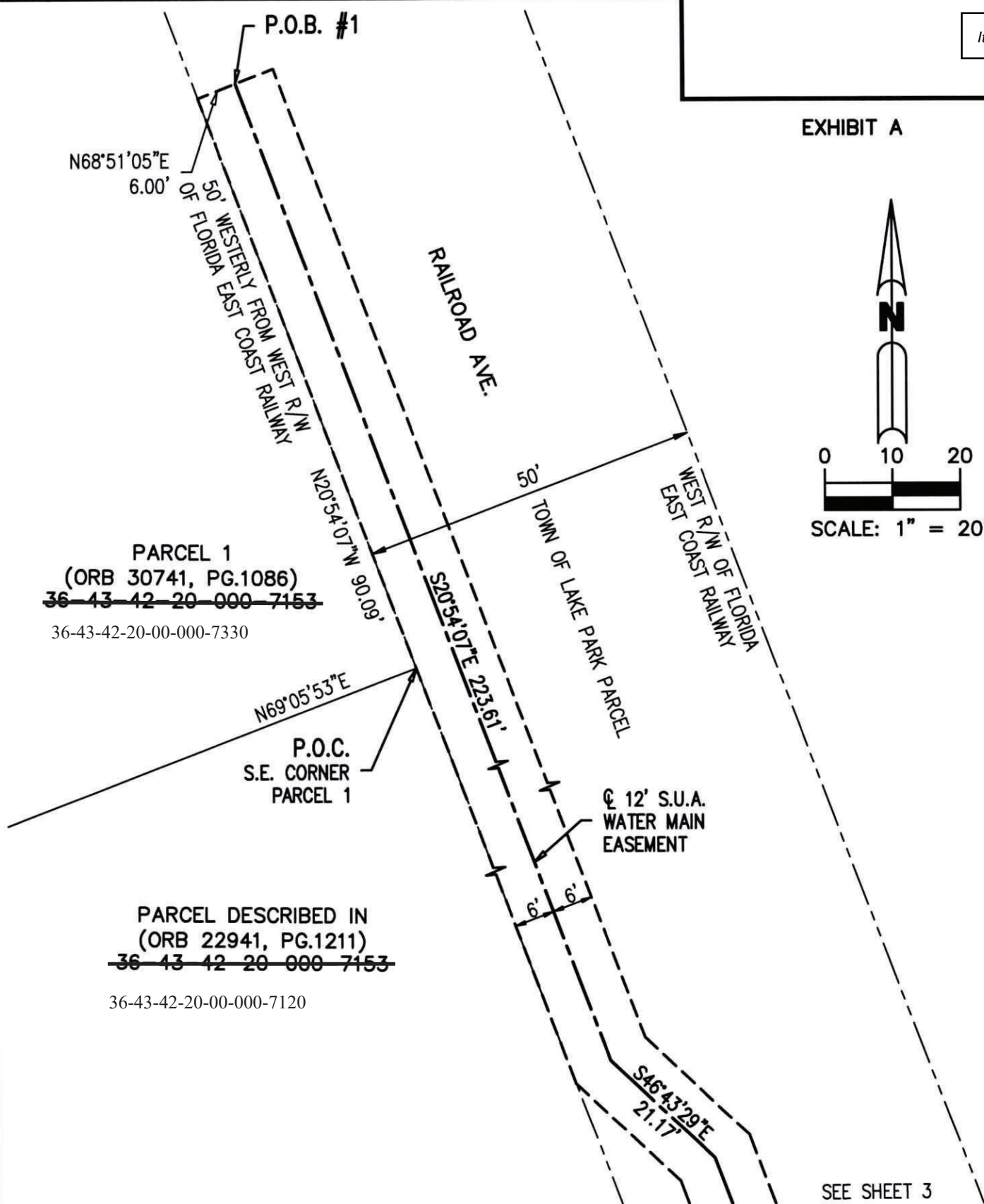
12' S.U.A. EASEMENT
810 WATERTOWER RD.
LAKE PARK, FL
(THIS IS NOT A SURVEY)

DRAWN: DKN	PROJ. No. 22-097
CHECKED: JEP	SCALE: NONE
LEGAL DESCRIPTION	DATE: 5-20-24
	SHEET 1 OF 4

S:\2022 drawing files\22-097\22-097 Clean Sweep Specific Purpose Survey with grades (NGVD 29 Datum).dwg, 7/24/2024 11:19:58 AM, AutoCAD PDF (General Documentation).pc3

Item 6.

EXHIBIT A



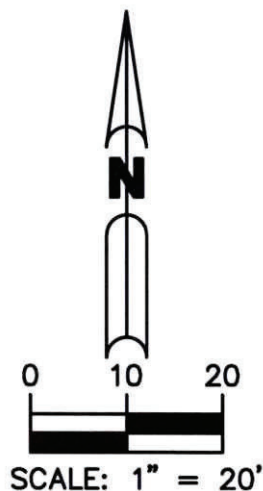
E-Mail: info@brown-phillips.com

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12' S.U.A. EASEMENT
810 WATERTOWER RD.
LAKE PARK, FL
(THIS SKETCH IS NOT A SURVEY)

DRAWN: DKN	PROJ. No. 22-097
CHECKED: JEP	SCALE: 1" = 20'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 5-20-24 SHEET 2 OF 4

EXHIBIT A



ORB R/W PER
3420, PG. 1528

OLD DIXIE
HIGHWAY

BP BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

12' S.U.A. EASEMENT
810 WATERTOWER RD.
LAKE PARK, FL
(THIS SKETCH IS NOT A SURVEY)

DRAWN: DKN	PROJ. No. 22-097
CHECKED: JEP	SCALE: 1" = 20'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 5-20-24
	SHEET 3 OF 4

EXHIBIT A

Item 6.

NOTES:

- 1) THIS DESCRIPTION IS BASED ON OFFICIAL RECORDS BOOK 30741, PAGE 1086, OFFICIAL RECORDS BOOK 22941, PAGE 1211, OFFICIAL RECORDS BOOK 3420, PAGE 1528 AND INSTRUCTIONS FROM CLIENT.

NO ENCUMBRANCES OF RECORD WERE NOTED EXCEPT AS SHOWN ON THE ATTACHED SKETCH.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.

2) ABBREVIATIONS:

P.O.C. - POINT OF COMMENCEMENT

P.O.B. - POINT OF BEGINNING

P.O.T. - POINT OF TERMINATION

D.B. - DEED BOOK

ORB - OFFICIAL RECORD BOOK

PG. - PAGE

R/W - RIGHT-OF-WAY

CL - CENTERLINE

S.U.A. - SEACOAST UTILITY AUTHORITY

- 3) BEARINGS ARE BASED ON N20°54'07"W (ASSUMED) ALONG THE LINE PARALLEL WITH AND 50' WESTERLY OF THE WEST RIGHT-OF-WAY OF FLORIDA EAST COAST RAILWAY.



E-Mail: info@brown-phillips.com

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

12' S.U.A. EASEMENT
810 WATERTOWER RD.
LAKE PARK, FL
(THIS SKETCH IS NOT A SURVEY)

DRAWN: DKN

PROJ. No. 22-097

CHECKED: JEP

SCALE: NONE

DESCRIPTION NOTES

DATE: 5-20-24

SHEET 4 OF 4

81

RESOLUTION NO.114-12-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT WITH THE SEACOAST UTILITY AUTHORITY GRANTING AN EASEMENT FOR A WATER MAIN ALONG RAILROAD AVENUE FOR USE BY CLEAN SWEEP; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town owns certain land which is legally described in the attached **Exhibit 'A'** (the Property); and

WHEREAS, the Seacoast Utility Authority (Seacoast) has sought a 12-foot utility easement from the Town which permits Seacoast to enter upon the Property to install, operate, maintain, and service a 6-inch and 10-inch water main and appurtenant facilities in, on, over, under and across the Property; and

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute the Easement for the benefit of Seacoast as it pertains to the Property.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Easement, a copy of which is attached hereto and incorporated herein by reference as **Exhibit 'B'**.

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

Exhibit 'A'

LEGAL DESCRIPTION

A SEACOAST UTILITY AUTHORITY EASEMENT IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, WITHIN A TOWN OF LAKE PARK PARCEL LYING WESTERLY OF THE WEST RIGHT-OF-WAY OF FLORIDA EAST COAST RAILWAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 12.00 FEET IN WIDTH, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE #1:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 1 RECORDED IN OFFICIAL RECORDS BOOK 30741, PAGE 1086 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING A POINT ON A LINE PARALLEL WITH AND 50 FEET WESTERLY OF THE SAID WEST RIGHT-OF-WAY OF FLORIDA EAST COAST RAILWAY; THENCE N20°54'07"W ALONG SAID WESTERLY LINE FOR 90.09 FEET; THENCE DEPARTING SAID WESTERLY LINE, N68°51'05"E FOR 6.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE S20°54'07"E FOR 223.61 FEET; THENCE S46°43'29"E FOR 21.17 FEET; THENCE S20°54'07"E FOR 52.79 FEET POINT "A"; THENCE CONTINUE, S20°54'07"E FOR 161.57 FEET TO THE NORTH RIGHT-OF-WAY OF OLD DIXIE HIGHWAY AND THE POINT OF TERMINATION OF SAID CENTERLINE #1.

IT IS INTENDED FOR THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED AT THE POINT OF TERMINATION OF CENTERLINE #1 TO INTERSECT THE NORTH RIGHT-OF-WAY OF OLD DIXIE HIGHWAY.

TOGETHER WITH:

AN EASEMENT 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE #2:

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CONTAINING 5941 SQUARE FEET (0.136 ACRES), MORE OR LESS.

Exhibit 'A'

EASEMENT

(intentionally left blank)



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Originating Department: Public Works

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute a Grant Agreement Amendment between the State of Florida Department of Environmental Protection (FDEP) and the Town of Lake Park for a Performance Period Extension for the Vulnerability Assessment Update.

Approved by Town Manager: **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.12.02 10:37:47 -05'00'

Cost of Item: _____ **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

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

Attachments: Resolution

Grant Amendment # 24PLN36

Please initial one:

_____ Yes, I have notified everyone.

JM _____ Not applicable in this case.

Summary Explanation/Background:

The Florida Legislature mandates that the FDEP conduct a statewide flooding and sea-level rise vulnerability assessment every five years to identify at-risk inland and coastal infrastructure, geographic areas, and communities. This initiative ensures proactive planning for climate-related impacts.

Municipalities must submit local Vulnerability Assessment (VA) reports to FDEP as part of this mandate. The Town of Lake Park prepared its initial VA report in 2021 based on the NOAA 2017 sea-level data curves. Upon submission, FDEP required revisions using the updated NOAA 2022 sea-level data curves and extended planning horizons to 2050 and 2080.

This updated methodology necessitated new modeling and analyses to align with the revised evaluation

standards. Consequently, additional time was required to complete the project beyond the original grant agreement timeline. After thorough discussions with the town's contracted engineering firm and subsequent FDEP approval, a project schedule modification was secured.

Revised Grant Agreement Timeline:

Task	Description	Revised Completion Date
1.0	Identify Vulnerability Assessment Data Standards	07/26/2024
2.0	Acquire Background Data	09/27/2024
3.0	Conduct Exposure Analysis	10/30/2024
4.0	Perform Sensitivity Analysis	01/17/2025
5.0	Submit Final VA Report, Maps, and Tables	03/28/2025

Status Update:

To date, the Town has successfully submitted the updated deliverables for Tasks 1.0, 2.0, and 3.0 in compliance with FDEP's revised requirements.

Justification for Timeline Modification:

The performance period extension reflects the integration of more comprehensive data sets and advanced modeling techniques necessitated by NOAA 2022 standards. This adjustment ensures that the Vulnerability Assessment report meets regulatory compliance and provides accurate and actionable insights for the planning horizons of 2050 and 2080.

Recommended Motion:

I move to adopt Resolution.

RESOLUTION NO. 115-12-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT AMENDMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A PERFORMANCE PERIOD TIME EXTENSION FOR THE PREPARATION OF A FLOODING AND SEA LEVEL RISE VULNERABILITY ASSESSMENT REPORT; AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

WHEREAS, the Legislature of the State of Florida recognizes that to effectively and efficiently address and prepare for the adverse impacts of flooding and sea level rise in the state, it is necessary to conduct a comprehensive statewide assessment of the specific risks posed to the state by flooding and sea level rise and develop a statewide coordinated approach to addressing such risks, and

WHEREAS, in the Florida Department of Environmental Protection will act at the direction of the Legislature in the procurement of the flood and sea level rise vulnerability assessment information from state municipalities and other relevant agencies and the analysis of all data for a overall statewide vulnerability assessment; this VA information shall be updated every 5 years, and

WHEREAS, the Town of Lake Park had previously prepared and submitted to FDEP the town's vulnerability assessment report and is now engaged in preparing an Up-Dated VA Report, and

WHEREAS, with the town was awarded grant to provide funding for the work associated with the preparation of the "up-dated" vulnerability assessment report and the grant included a performance period completion date with task milestone completion dates, and

WHEREAS, the Town has requested and has been granted a modification and extension to the task milestone completion dates, and

WHEREAS, the Division granted and has issued the performance period extension and has issued an agreement amendment for Town signature that modifies and extends the task milestone completion dates, and

Item 7.

WHEREAS, Town staff is recommending to Town Commission that it is in the interest of the Town to execute this Grant Agreement Amendment (Grant # 24PLN36)) with the Department.

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

Section 1. The foregoing recitals are incorporated herein

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

Section 3. This Resolution shall take effect upon adoption

**AMENDMENT NO. 1
TO AGREEMENT NO. 24PLN36
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF LAKE PARK**

This Amendment to Agreement No. 24PLN36 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Town of Lake Park (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Town of Lake Park Comprehensive Vulnerability Assessment Update (Project), effective March 21, 2024; and,

WHEREAS, the Grantee has requested an update to Attachment 3 to change the Task due dates; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Attachment 1, Standard Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
2. Attachment 2, Special Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
3. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
4. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.
5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
6. Attachment 6, Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.
7. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

8. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, as attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
9. Exhibit I, Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Checklist Link, as attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I, shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Checklist Link.
10. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

TOWN OF LAKE PARK

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

John D'Agostino, Town Manager
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (4 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (7 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised VA Checklist Link (1 page)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
 A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
 This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1-A

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. **Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 24PLN36**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Lake Park Comprehensive Vulnerability Assessment Update. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN36**

ATTACHMENT 3-B

PROJECT TITLE: Town of Lake Park Comprehensive Vulnerability Assessment Update

PROJECT LOCATION: The Project is located in the Town of Lake Park within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The Town of Lake Park (Grantee) will complete the Town of Lake Park Comprehensive Vulnerability Assessment Update Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **2.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and

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- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 3: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **3.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **3.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 4: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **4.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **4.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 5: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **5.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list

of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;

- **5.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **5.4** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance

amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Acquire Background Data	Contractual Services	\$2,032	\$0	\$2,032	7/1/2023	3/31/2025
3	Exposure Analysis	Contractual Services	\$4,064	\$0	\$4,064	7/1/2023	6/30/2025
4	Sensitivity Analysis	Contractual Services	\$4,064	\$0	\$4,064	7/1/2023	9/30/2025
5	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$10,160	\$0	\$10,160	7/1/2023	3/31/2026
Total:			\$20,320	\$0	\$20,320		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

Item 7.

Attachment 4-A

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

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

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Program	\$20,320.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$20,320.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN36

Project Title: Town of Lake Park Comprehensive Vulnerability Assessment Update

Grantee: Town of Lake Park

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1**

REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Originating Department: Finance

Agenda Title: A Resolution Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Milton

Approved by Town Manager: **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturmer@lakeparkflorida.gov, c=US
 Date: 2024.12.11 16:32:18 -05'00'

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

Account Number: N/A **Finance Signature:** Jeff DaSilva

Digitally signed by Jeff DaSilva
 DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdsilva@lakeparkflorida.gov, c=US
 Date: 2024.12.11 16:28:23 -05'00'

Advertised:

Date: **Newspaper:**

Attachments: Agreement between the Town of Lake Park and the State of Florida, Division of Emergency Management

A Resolution Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Milton

Please initial one:

Yes, I have notified everyone.

JD Not applicable in this case.

Summary Explanation/Background:

As a result of impacts from Hurricane Milton in October of 2024, the Town was required to implement emergency protective measures and also needed to remove a large amount of vegetative debris generated by the storm. In addition, the Town suffered damage to its street signs and lighting at various locations, which carries an unexpected cost to remediate. Many of these scopes of work have already been completed, and are eligible for grant reimbursement funding from FEMA and the State of Florida.

The State of Florida, before dispersing FEMA funding, requires all sub-grantees to execute an agreement that governs the use of funding. Such funding is meant to be used only for bona fide disaster-related expenses and reimbursements. Staff has been working with FEMA representatives immediately after the passing of the storm and have been carefully documenting work related to Hurricane Milton. This agreement will enable to the Town to receive these funds.

As further projects are approved by the State and FEMA, the Town will be required to execute amendments to this agreement for each and every project. Therefore, staff expects to receive amendments in the near future (for the marina, Town Hall, parks, etc.) which will also need to be executed prior to the disbursement of further funding. Staff recommends approval.

Recommended Motion:

I move to adopt Resolution ____12-24____.

RESOLUTION NO. 116-12-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR GRANT FUNDS ASSOCIATED WITH HURRICANE MILTON; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, as a result of Hurricane Milton in 2024, the Town suffered damages which are eligible for federal and state grant funding; and

WHEREAS, the State of Florida, Division of Emergency Management (the "Division") has the authority to sub-grant these funds to the Town; and

WHEREAS, the Division requires the Town to execute a grant Agreement prior to the disbursement of federally funded Hurricane Milton grant funds; and

WHEREAS, the Agreement permits the Town to be eligible to receive funds for work associated with hurricane-generated debris removal, emergency protective measures, and repair or replacement of disaster damaged facilities; and

WHEREAS, in order to receive the federally-funded grant, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to execute the grant agreement.

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

Section 1: The foregoing recitals are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit “A”.

Section 3: This resolution shall take effect immediately upon its execution.

#5799702 v1 26508-00001

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for-

Hurricane Milton DR4834

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:

Lake Park, Town Of

Subrecipient's unique entity identifier:

E7M6N1BLDHQ9

Federal Award Date:

12/10/2024

Subaward Period of Performance Start and End Date (Cat A-B):

10/05/2024 - 04/11/2025

Subaward Period of Performance Start and End Date (Cat C-G):

10/05/2024 - 04/11/2026

Amount of Federal Funds Obligated by this Agreement:

N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.

Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Indirect cost rate for the Federal award:

See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title):

Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and

Lake Park, Town Of

(hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Bambi McKibbon-Turner (interim town manager)
Address: 535 Park Avenue
Lake Park, Florida 33403
Telephone: (561) 881-3304
Email: bturner@lakeparkflorida.gov

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

d. **Systems Access:** It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for **DR - 4834 - Hurricane Milton**. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Item 8. Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
 - i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the comp Item 8. the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) **AUDITS**

Item 8.

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.
- f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) **REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter program year are March 31, June 30, September 30, and December 31. Item 8.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Fe

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be found through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

Item 8.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Lake Park, Town Of

By: _____

(Signature)

Roger Michaud

Name: _____

Title: Mayor

Mayor

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Alternate Governor's Authorized Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Lake Park, Town Of

Box 1: Authorized Agent (Full Access)

Name Roger Michaud

Signature *Roger Michaud*

Organization / Official Position Mayor

Mailing Address 535 Park Avenue

City, State, Zip Lake Park, FL 33403

Daytime Telephone (561) 881-3300

E-mail Address rmichaud@lakeparkflorida.gov

Box 2: Primary Contact (Full Access)

Name Jaime Morales

Signature *Jaime Morales*

Organization / Official Position Public Works Director

Mailing Address 650 Old Dixie Hwy.

City, State, Zip Lake Park, FL 33403

Daytime Telephone (561) 881-3345 Ext. 648

E-mail Address jmorales@lakeparkflorida.gov

Box 3: Alternate Contact (Full Access)

Name Bambi McKibbon-Turner

Signature *Bambi McKibbon-Turner*

Organization / Official Position Interim Town Manager

Mailing Address 535 Park Avenue

City, State, Zip Lake Park, FL 33403

Daytime Telephone (561) 881-3304

E-mail Address bturner@lakeparkflorida.gov

Box 4: Other-Finance/Point of Contact (Full Access)

Name Barbara Gould

Signature *Barbara Gould*

Organization / Official Position Asst. Director of Finance

Mailing Address 535 Park Avenue

City, State, Zip Lake Park, FL 33403

Daytime Telephone (561) 881-3350 Ext. 352

E-mail Address bgould@lakeparkflorida.gov

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name Carter Hamill

Signature *Carter Hamill*

Organization / Official Position DIR - Consultant

Mailing Address PO Box 666

City, State, Zip Jeffersonville, KY 47131

Daytime Telephone (810) 923 0464

E-mail Address chamill@direcovery.com

Box 6: Other-Environmental-Historic (Full Access)

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Lake Park, Town Of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month: October Day: 1**

Subrecipient's Federal Employer's Identification Number (EIN) **59-6000355**

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) **099-38600-00**

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Roger Michaud - Mayor

Name and Title

535 Park Avenue

Street Address

Lake Park, FL, 33403

City, State, Zip

Date

Lake Park, Town Of

Subrecipient's Name

Z4649

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *Federally Assisted Construction Contract*: The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work*: The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 Signature of Subrecipient/contractor's Authorized Official

 Name and Title of Subrecipient/contractor's Authorized Official

 Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Originating Department: Public Works

Request for approval for the Town Manager to issue a work authorization for Hinterland Group, Inc. to provide stormwater main line replacements at various locations, under terms set forth in Resolution No. 43-08-21 and Amendment in Resolution No. 96-12-23, based on Broward College RFP-2018-1687-EH (Cooperative Purchase Agreement)

Agenda Title:

Approved by Town Manager:

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=B.Turner@lakeparkflorida.gov, c=US
Date: 2024.11.26 15:48:43 -05'00'

Cost of Item: \$181,907.00

Funding Source:

Stormwater Repairs & Maintenance, and Repair & Maintenance - Lines

402-53-538-

402-46000 &

Account Number: 46080

Finance Signature:

Jeff DaSilva

Digitally signed by Jeff DaSilva
DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdasilva@lakeparkflorida.gov, c=US
Date: 2024.11.26 15:20:12 -05'00'

Advertised:

Date: N/A

Newspaper:

Attachments:

1. Hinterland Group, Inc. Proposal No. 21-0107-45
2. Cost Comparisons for Repairs & Maintenance – Main Line
3. Town of Lake Park Storm Water Project
4. Resolution No. 65-10-21 (Hinterland)

Please initial one:

 Yes, I have notified everyone

YH Not applicable in this case

Summary Explanation/Background:

The Public Works Department has been addressing issues with stormwater pipes across the Town of Lake Park. After thorough inspections and televising each locations, we have determined that replacing these pipes is the most effective and efficient strategy.

We have allocated up to \$165,370.00 from the budgeted Repairs & Maintenance – Lines funds to address these critical areas.

Main Line No.	Location	Repair Strategy	Estimated Cost
262	1007 to 1021 Seminole	Replace pipe	\$165,370.00

Additionally, we propose a 10% contingency amounting to \$16,537.00 to manage potential unforeseen conditions, elevating the total funding request to **\$181,907.00**. These expenses will be supported by the Stormwater Non-Ad Valorem Assessment fees.

The contractor is expected to mobilize within the approval, with all repairs anticipated to be completed within the next five months or commencement.

We recommend approval of this agenda item to ensure the timely and efficient repair of these essential infrastructure elements.

Recommended Motion:

I move and direct the Town Manager to approve the work authorization for Hinterland Group, Inc. to perform the outlined Replacement of Pipe.



(561) 640-3503 - Phone

Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 21-0107-45

ADDRESS

Town of Lake Park
John Wylie
jwylie@lakeparkflorida.gov

DATE: 11/12/2024

JOB NAME: Main Line #262 Replacement - 1007 to 1021 Seminole

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
LI #96 - Construction Foreman	65	HR	\$150.00	\$9,750.00
LI #97 - Equipment Operator	65	HR	\$125.00	\$8,125.00
LI #98 - Laborer	65	HR	\$100.00	\$6,500.00
LI #99 - Pipe Layer	130	HR	\$100.00	\$13,000.00
LI #103 - Track Excavator	65	HR	\$30.00	\$1,950.00
LI #105 - Wheel Loader	65	HR	\$30.00	\$1,950.00
LI #109 - Vibratory Plate Compactor	32	HR	\$10.00	\$320.00
LI #120 - Floratam Sod	3500	SF	\$1.00	\$3,500.00
LI #125 - MOT	1	EA	\$1,500.00	\$1,500.00
LI #126 - Mobilization	1	EA	\$4,500.00	\$4,500.00
Materials				
Pipe and Filter Fabric	1	LS	\$16,500.00	\$16,500.00
Dump Truck	30	HR	\$150.00	\$4,500.00
57 Stone	8	LD	\$900.00	\$7,200.00
Pipe, Concrete and Rock Removal and Disposal	1	LS	\$5,400.00	\$5,400.00
Tree Removal	1	EA	\$1,800.00	\$1,800.00

TOTAL \$ 86,495.00

Pricing Based on Palm Beach Gardens ITB2021-127CS
Stormwater Infrastructure Maintenance and Repair Services

Notes:

1. Proposal includes tree removal only, no replacement
2. Proposal includes irrigation repair as needed
3. Proposal assumes no plugging or bypass pumping will be needed
4. Proposal does not include any asphalt restoration or road base

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____

Accepted Date: _____



(561) 640-3503 - Phone

Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 21-0107-44

ADDRESS

Town of Lake Park
John Wylie
jwylie@lakeparkflorida.gov

DATE: 11/12/2024

JOB NAME: Main Line #259 Replacement - 525 to 1030 Seminole

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
LI #96 - Construction Foreman	65	HR	\$150.00	\$9,750.00
LI #97 - Equipment Operator	65	HR	\$125.00	\$8,125.00
LI #98 - Laborer	65	HR	\$100.00	\$6,500.00
LI #99 - Pipe Layer	130	HR	\$100.00	\$13,000.00
LI #103 - Track Excavator	65	HR	\$30.00	\$1,950.00
LI #105 - Wheel Loader	65	HR	\$30.00	\$1,950.00
LI #109 - Vibratory Plate Compactor	30	HR	\$10.00	\$300.00
LI #120 - Floratam Sod	3500	SF	\$1.00	\$3,500.00
LI #125 - MOT	1	EA	\$1,500.00	\$1,500.00
LI #126 - Mobilization	1	EA	\$4,500.00	\$4,500.00
Materials				
Pipe and Filter Fabric	1	LS	\$9,800.00	\$9,800.00
Dump Truck	30	HR	\$150.00	\$4,500.00
57 Stone	7	LD	\$900.00	\$6,300.00
Pipe, Concrete and Rock Removal and Disposal	1	LS	\$5,400.00	\$5,400.00
Tree Removal	1	EA	\$1,800.00	\$1,800.00

TOTAL \$ 78,875.00

Pricing Based on Palm Beach Gardens ITB2021-127CS
Stormwater Infrastructure Maintenance and Repair Services

Notes:

1. Proposal includes tree removal only, no replacement
2. Proposal includes irrigation repair as needed
3. Proposal assumes no plugging or bypass pumping will be needed
4. Proposal does not include any asphalt restoration or road base
5. proposal includes using the Towns stock pipe
6. Proposal does not include dewatering
7. Proposal does not include any density testing

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____

Accepted Date: _____



Public Works
Department

Town of Lake Park Storm Water Project

Project price quote for the excavation and replacement of the following

1. 525 Flagler Blvd. to 1030 Seminole Blvd. - Main line #259 a 251' of 18" HDPE exfiltration system structure 10-010D to 10-011D
2. 1007 to 1021 Seminole Blvd. - Main line #262 a 231' of 18" HDPE structure 10-012D to 10-013D

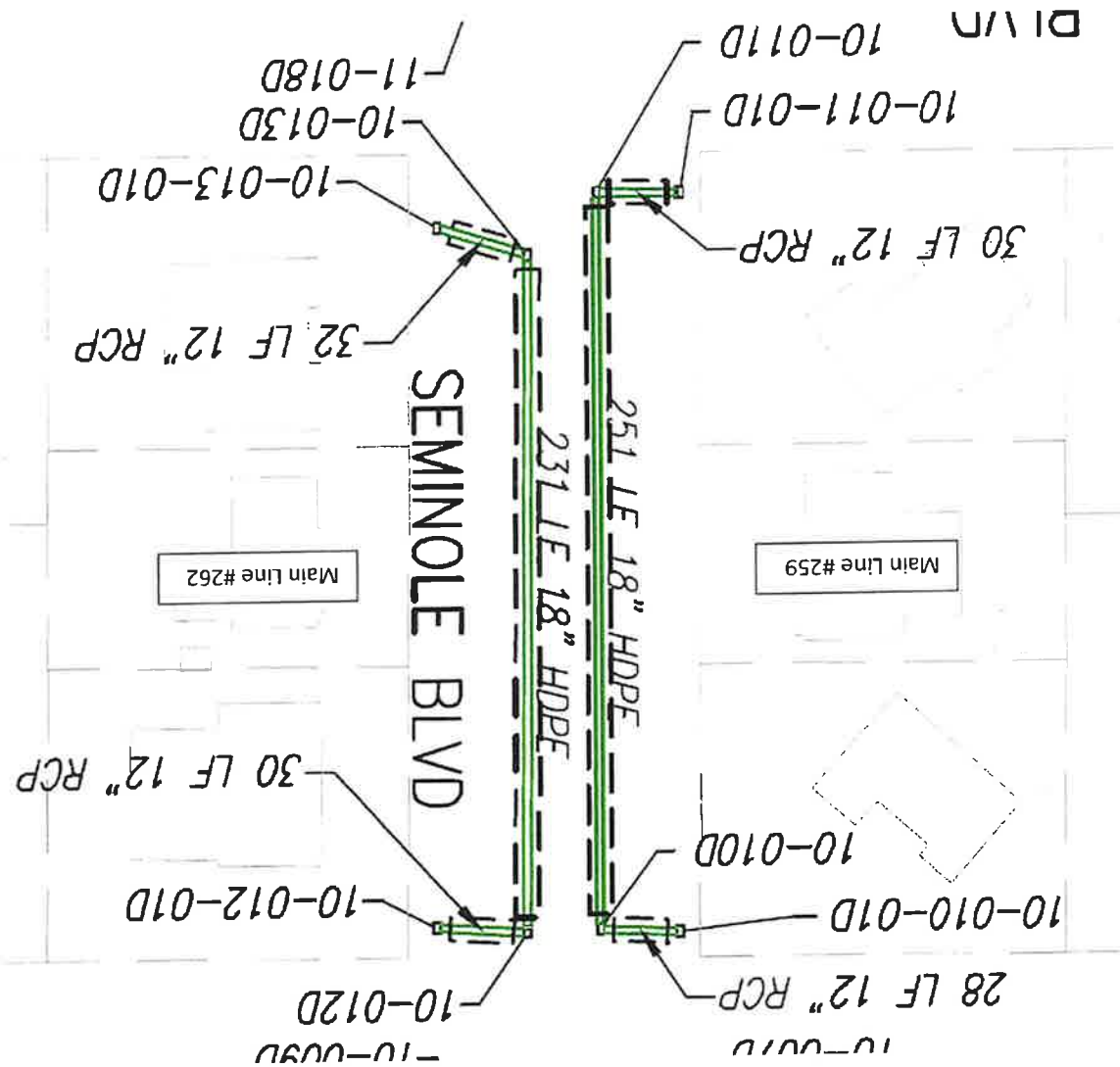
Additional instructions:

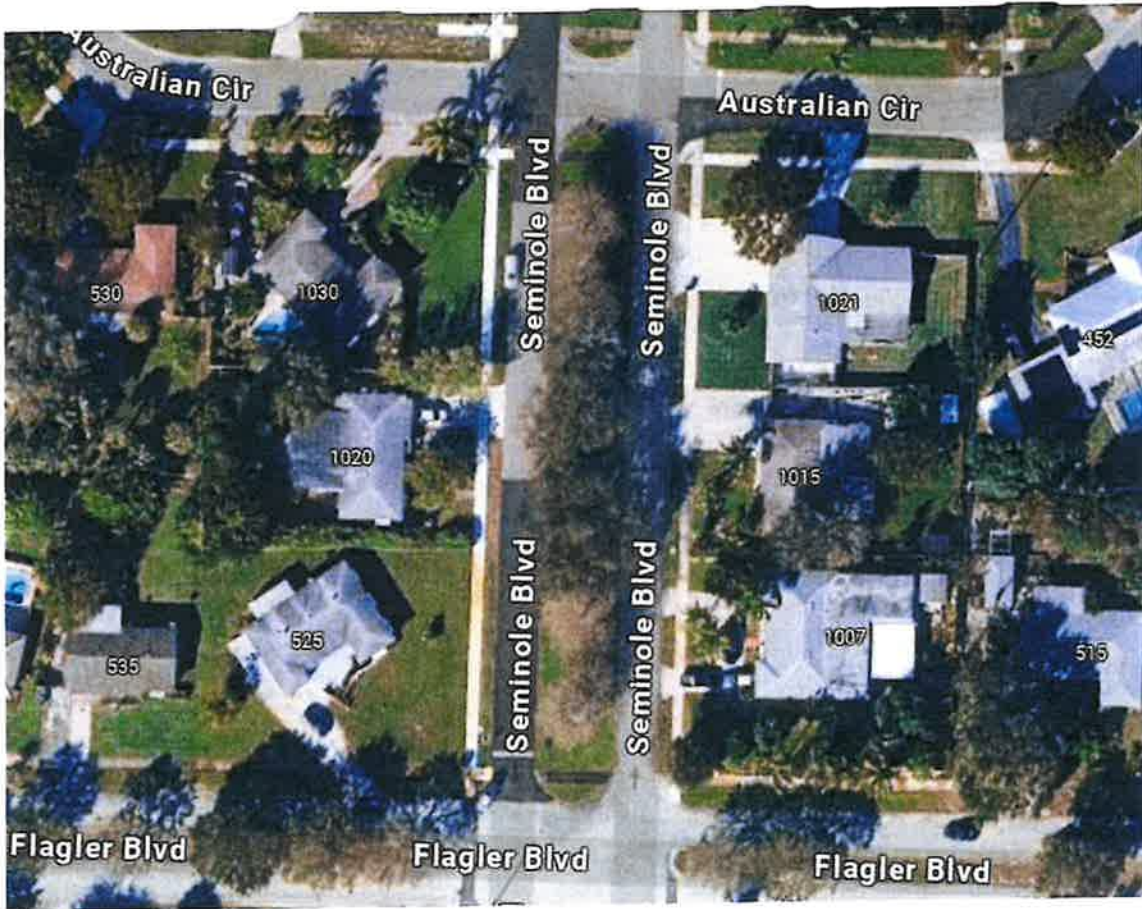
1. Replacing the 18" High Density Poly Ethaline (HDPE) exfiltration line with 18" Reinforced Concrete Pipe (RCP) exfiltration line
2. Use the attached Town exfiltration trench detail as the construction design standard and the Towns typical swale replacement detail as the right-of-way restoration plan.
3. Repair and or replace all irrigation components disturbed during this project.
4. Replace all areas of disturbed sod / grass.
5. Provide a maintenance of traffic (MOT) design for traffic control, if selected for this project.
6. The Town has 152' feet of 18" exfiltration RCP (19 sticks) to be used in this project.
7. The Town will be using our current contract we have with your company to expedite commission approvals.
8. A site inspection is recommended to determine if any trees will need to be removed to facilitate the installation of the new main line, tree removal and disposal will be included in this project, tree replacement is not anticipated to be required.
9. Contractor is required to obtain all utility locations to determine if other utilities will be obstructing any area of this project.

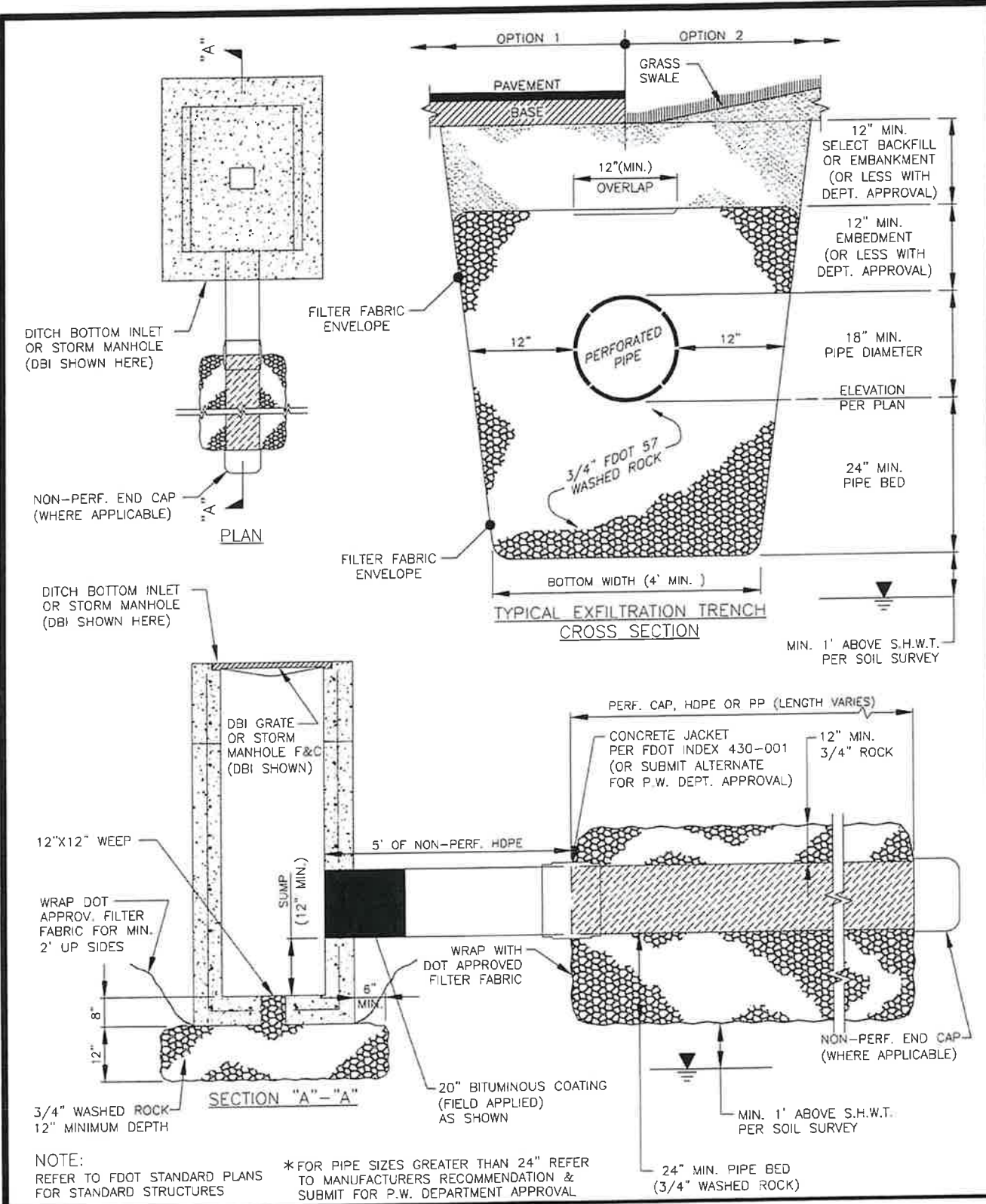
Please provide a project timetable to be initiated upon notification of project approval.
Let me know if you have any questions.

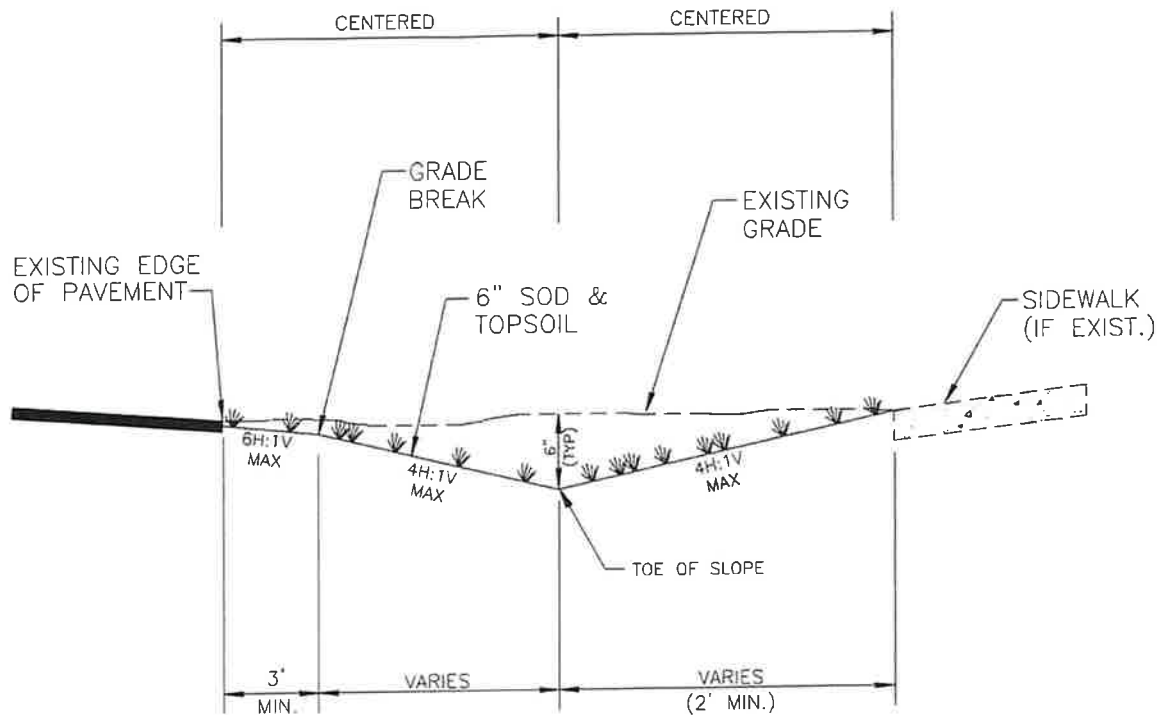
650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov









NOTE:

1. CONTRACTOR TO REPLACE ALL IRRIGATION IN SWALES DAMAGED DURING CONSTRUCTION.
2. SOD SHALL BE PLACED PER SPECIFICATIONS.
3. MAXIMUM SWALE DEPTH SHALL BE 9" AND MINIMUM 6".
4. PROVIDE POSITIVE SLOPE OFF THE ROAD.
5. MAINTAIN SLOPES ON EACH SIDE OF SWALE PER DETAIL THROUGH CONSTRUCTION.
6. 12" FLAT AT BOTTOM OF SWALE MAY BE OMITTED WHEN REQUIRED TO ATTAIN 4:1 SLOPES.
7. OFFSET BOTTOM OF SWALE AS REQUIRED. DEEPER SWALES MAY BE APPROVED BY THE DEPARTMENT FOR SPECIFIC SITE CONDITIONS.
8. DETAIL APPLICABLE FOR NARROW AREAS AND ELEVATION DIFFERENCES BETWEEN SIDEWALK AND EDGE OF PAVEMENT >9"
9. IF APPLICABLE, THE PROPERTY OWNER ABUTTING THE R/W COMMON TO THE SWALE SHALL INSTALL AND MAINTAIN AN OPERATING IRRIGATION SYSTEM IN COMPLIANCE WITH TOWN OF LAKE PARK CODE, SECTIONS 34-12 AND 4-14 (REF. TOWN ORDINANCES 04-2009 & 02-2006).



PUBLIC WORKS
DEPARTMENT

TOWN OF LAKE PARK PUBLIC WORKS DEPARTMENT CONSTRUCTION STANDARDS & DETAILS

TYPICAL SWALE REPLACEMENT DETAIL

NOT TO SCALE EFF. DATE
05/24

PAGE NUMBER
D-2

RESOLUTION 65-10-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH HINTERLAND GROUP, INC., FOR THE PROVISION OF STORMWATER PIPE AND INFRASTRUCTURE VIDEO INSPECTION AND REPAIR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to provide pipe and infrastructure video inspection and repair services; and

WHEREAS, the City of Palm Beach Gardens competitively bid and awarded a five-year contract to the successful bidder, Hinterland Group, Inc., (“Contractor”) whereby it will be providing the City with pipe and infrastructure video inspection and repair services; and

WHEREAS, the Contractor is providing these services to the City of Palm Beach Gardens per contract number ITB2021-127CS, effective from April 1, 2021 through March 31, 2026; and

WHEREAS, pursuant to the City of Palm Beach Gardens’ solicitation of services the Contractor was permitted and agreed to provide the same services to other governmental units based upon the same terms, conditions, and pricing; and

WHEREAS, pursuant to the Town’s Procurement Policies, the Town may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures to solicit services from contractors; and

WHEREAS, as permitted by the Town’s Procurement Policies, the Town would like to “piggy back” the contract that was awarded to the Contractor by the City of Palm Beach Gardens and contract with the Contractor for the same services; and

WHEREAS, the Contractor has agreed to provide the necessary services and resources to the Town using the same pricing, terms and conditions as set forth in the contract it entered into with the City of Palm Beach Gardens, contract number ITB2021-127CS; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into a contract with the Contractor.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute a contract with the Contractor for services associated with the repair and maintenance of the Town's Stormwater pipe and video inspection and repair services. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A

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

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

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

The Town Commission thereupon declared the foregoing Resolution No. 65-10-21 duly passed and adopted this 20 day of October, 2021.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
MICHAEL O'ROURKE
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY



AGREEMENT FOR STORMWATER PIPE AND INFRASTRUCTURE
VIDEO INSPECTION AND REPAIR SERVICES

THIS AGREEMENT FOR STORMWATER PIPE AND INFRASTRUCTURE VIDEO INSPECTION AND REPAIR SERVICES (the Agreement) is made and entered into this 20 day of October, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and **Hinterland Group, Inc.**, 2051 West Blue Heron Boulevard, Riviera Beach, FL 33404 ("Contractor") (collectively referred to as the parties).

WITNESSETH THAT

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining a stormwater infrastructure system and requires a contractor to perform pipe and infrastructure video inspection and repairs; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when it requires substantially the same services; and

WHEREAS, on December 3, 2020, the Contractor entered into that certain Agreement Number ITB2021-127CS with the City of Palm Beach Gardens, to provide for stormwater pipe and infrastructure video inspection and repair services (the Palm Beach Gardens Agreement, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to "piggyback" onto the Palm Beach Gardens Agreement for the same or similar services and pricing for stormwater pipe and infrastructure video inspection and repair services, and

WHEREAS, pursuant to the City of Palm Beach Gardens Agreement, the Contractor has consented to offer the same services at the same pricing to other governmental entities.

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

1. The above stated recitals are true and correct.
2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.

- b. Upon the request of the Town, provide any such public records.
 - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
 - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
 - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
- 3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of the Palm Beach Gardens Agreement and agrees to provide to the Town the same services based upon these same terms, conditions and pricing for stormwater pipe and infrastructure video inspection and repair services as are set forth therein, a copy of which is attached hereto and incorporated herein.
 - 4. The Town agrees to pay for the services of the Contractor based upon the same terms and conditions as set forth in the Palm Beach Gardens Agreement.
 - 5. Except as otherwise stated herein below, the terms and conditions of the Palm Beach Gardens Agreement shall be the terms agreed to by the parties.
 - 6. The terms and conditions of the agreement with the Palm Beach Gardens Agreement are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for which the mobilization of the Town's project is purposed. The mobilization costs shall be reflected in a written supplement to this Agreement which is to be attached hereto prior to its execution.

7. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.
8. Notices to the Contractor shall remain as reflected in the Palm Beach Gardens Agreement. Notices to the Town shall be given to the Town at: Town of Lake Park, Attn: Town Clerk. 535 Park Avenue, Lake Park, Florida, 33403.
9. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

ATTEST:

TOWN OF LAKE PARK

By: 

Vivian Mendez, Town Clerk

By: 

Michael O'Rourke, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

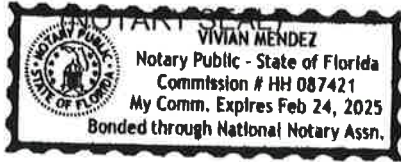
By: 

Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 20 day of October 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me. Kimberly Glas-Castro, Vice Mayor



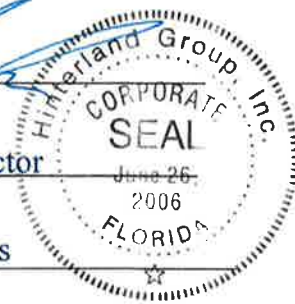
Vivian Mendez
Notary Public, State of Florida

WITNESSES:

By: [Signature]
Jay Breig
Printed Name
[Signature]
Daniel Duke III
Printed Name

Contractor:

By: [Signature]
Its: Project Director
Chase Rogers
Printed Name



STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4th day of October 2021 by Chase Rogers, as Project Director of Hinterland Group Inc, and who is personally known to me or has produced _____ as identification.



P:\DOCS\26508\00001\DOC\23U0392.DOCX

[Signature]
Notary Public, State of Florida
Montisha Soto



**AGREEMENT
FOR
STORMWATER INFRASTRUCTURE MAINTENANCE
AND REPAIR SERVICES**

AGREEMENT NO. ITB2021-127CS

THIS AGREEMENT is made and entered into this 3rd day of December, 2020 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Hinterland Group, Inc.**, a Florida corporation (the "Contractor"), located at 2051 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, the City desires to retain the services of the Contractor to perform Stormwater Infrastructure Maintenance and Repair Services in accordance with the City's Invitation to Bid No. ITB2021-127CS and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. ITB2021-127CS and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. SCOPE OF WORK

The Contractor shall perform cleaning, de-watering, videoing, inspection, minor repairs, maintenance, and repair services for the City's stormwater infrastructure and related systems. This Agreement shall cover certain identified and specific services and work, as described in the Invitation to Bid, the performance of such services and work shall be undertaken on a project-by-project basis.

City of Palm Beach Gardens
Agreement No. ITB2021-127CS
Stormwater Infrastructure Maintenance and Repair Services

ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City shall pay the Contractor for work that has been completed, reviewed, inspected, and accepted by the City, according to the terms and conditions of the Invitation to Bid.

The City shall pay the Contractor based on the rates established in this Agreement and as described on the subsequent City purchase order. The Contractor shall not commence any work under this Agreement until a City purchase order has been issued for the work, and the Contractor has received written notice from the City to proceed with the work.

The estimated value for all work contemplated under this Agreement during the five- (5) year term shall be Eight Hundred Eighty-Nine Thousand Six Hundred Seventy-Five Dollars (\$889,675). All work shall be based on the rates and prices submitted by the Contractor under the Invitation to Bid.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email: rferris@pbgfl.com

With a copy to:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.com

As to the Contractor:

Hinterland Group, Inc.
2051 West Blue Heron Boulevard
Riviera Beach, Florida 33404
Attn: Chase Rogers
Email: crogers@hinterlandgroup.com

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.

City of Palm Beach Gardens
Agreement No. ITB2021-127CS
Stormwater Infrastructure Maintenance and Repair Services

- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

City of Palm Beach Gardens
Agreement No. ITB2021-127CS
Stormwater Infrastructure Maintenance and Repair Services

ARTICLE 5. TERM

The term of this Agreement shall be from April 1, 2021 through March 31, 2026, or until the Contractor has completed all maintenance and/or repair work that was commenced prior to March 31, 2026, and the work has been reviewed, inspected, and accepted by City, inclusive of all warranty periods, whichever is later. Notwithstanding the foregoing, this Agreement may be terminated earlier as set forth in Article 6.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for five (5) years following expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or

City of Palm Beach Gardens
Agreement No. ITB2021-127CS
Stormwater Infrastructure Maintenance and Repair Services

allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER: (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 11. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work to be performed. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

ARTICLE 12. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, pandemic, natural disaster, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

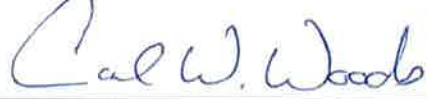
Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of this Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Article.

(The remainder of this page intentionally left blank.)

City of Palm Beach Gardens
Agreement No. ITB2021-127CS
Stormwater Infrastructure Maintenance and Repair Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

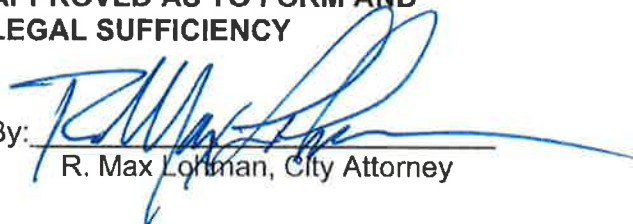
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Carl W. Woods, Mayor


ATTEST:

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

HINTERLAND GROUP, INC.

By: 
A7F03E8F4EB4476...
Daniel A. Duke III, President



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- | | | | |
|-------------------------------------|---------------------------------|--------------------------|----------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input checked="" type="checkbox"/> | ORDINANCE ON 2nd READING | | |
| <input type="checkbox"/> | NEW BUSINESS | | |
| <input type="checkbox"/> | OTHER | | |

Bambi

Approved by Town Manager **McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of
 Lake Park, ou=Assistant Town Manager/Human
 Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.12.06 12:04:14 -05'00'

Anders Viane / Planner
 Name/Title

Originating Department: Community Development / Town Manager / PBO	Costs: \$ Legal Review /Legal Ad Funding Source: Legal / Advertising Acct: #108 / #106-48100 Jeff DaSilva <div style="font-size: small;"> Digitally signed by Jeff DaSilva DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdasilva@lakeparkflorida.g ov, c=US Date: 2024.12.06 11:51:41 -05'00' </div>	Attachments: <ul style="list-style-type: none"> • ORDINANCE 13-2024 • FSS 316.2065 • FSS 316.2128 • FSS 316.212 • FSS 320.01 • PBSO Informational Flier on LSVs • Mobility Plan Map • Complete Streets from Mobility Plan • Ebike Safety Flyer • Ebike, Emoto Reference Guide • Not An Ebike Guide
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		<ul style="list-style-type: none"> • Ordinance 13-2024 Legal Ad
Advertised: Date: 12/8/2024 Paper: Palm Beach Post [] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone OR Not applicable in this case AV Please initial one.

Summary Explanation/Background:

July 3, 2024 Meeting

The Commission passed the Ordinance on 1st reading.

August 21, 2024 Meeting

The Commission considered the Ordinance on second reading and provided feedback on sidewalk requirements and on license, registration, and insurance requirements. The Commission also had some discussion on designated roadways for golf carts and low speed vehicles.

September 4, 2024 Meeting

Pursuant to feedback from the Town Commission at the August 21 meeting, staff has further clarified when a golf cart may operate on the sidewalk and noted the license, registration, and insurance requirements for Golf Carts and Low Speed Vehicles is subject to state law.

The Commission did not take formal action on second reading and this is the reason it went back on first reading at the November 20, 2024 meeting.

November 6, 2024 Meeting

The Commission requested that staff bring back the Ordinance for approval and that their desire, as previously provided to the Town Manager, is to allow golf carts on all local roads meeting the mile per hour requirements.

November 20, 2024 Meeting - 1st reading

This item was brought back before the Town Commission, who requested modifications to identify roadways prohibited for Golf Cart usage and the clarify Golf Carts are not required to have license and registration to operate.

December 18, 2024 Meeting – 2nd reading

This item is returning on second reading. The latest changes are highlighted in yellow in the enclosed ordinance copy.

ADDITIONAL HISTORY

This ordinance is being brought forward based on the recommendation of Palm Beach County Sheriff's office to formalize procedures relating to golf carts, low speed vehicles, and micromobility devices and in accordance with the Town's Comprehensive Plan mobility policies. Currently, State Statute regulates the device specifications of golf carts, low speed vehicles, and micromobility devices and where they can operate, but Lake Park has not utilized the State's regulatory framework until now. This has meant that these devices were previously operating in a "gray area." To provide greater procedural clarity to our partners in law enforcement and to promote the usage of these types of mobility devices, Staff is proposing adding new language to Chapter 30, Traffic and Motor Vehicles. The new regulatory language mirrors the State's in defining golf carts, low speed vehicles, and micromobility devices and how they may be operated. This ordinance has received input from the Palm Beach County Sheriff's Office as well as the Town Attorney's office on enforcement and legal matters.

Additionally, the ordinance contemplates integration with the Town's mobility plan, specifying which types of vehicles may utilize the multimodal pathways envisioned by the mobility plan. Staff is strongly in favor of creating this framework for the safe and lawful operation of multimodal transit options in accordance with our mobility plan and comprehensive plan mobility goals. See 4.5.6, Objective 2, Policy 2.5 below:

"The Town shall evaluate developing complete street policies identified in the Mobility Plan into it's land development regulations. These land development regulations would address the anticipated users of roads, including pedestrians, bicyclists, transit, motorists. The land development regulations shall evaluate appropriate designs of roadway cross- sections based upon mobility and accessibility needs."

See also, 4.5.6, Objective 9, Policy 9.4:

"The Town shall evaluate allowing the use of micro transit vehicles, such as golf carts and neighborhood electric vehicles, by residents, businesses, visitors, and private operators."

Finally, since this ordinance is amending Chapter 30, some housekeeping elements were added to Section 30-35, further refining the definition of "high-capacity passenger van or work van," in response to issues which arose in the interpretation of this definition. The new definition is designed to eliminate any ambiguity.

Prior 2nd Reading Update

Following this ordinance's first reading, updates were made to subsection 30-6. (a), providing a definition for multimodal pathways (also referred to as multimodal ways in the Town's mobility plan), elaborating on their intended use and referring to the definition established for them under the Complete Streets section of the Multimodal Project portion of the mobility plan. Where the mobility plan is referenced, the reference has been updated to specify the October 26, 2023 Revision, which is the adopted version of the 2045 Lake Park Mobility Plan.

Recommended Motion: I MOVE TO ADOPT ORDINANCE 13-2024 on second reading.

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (Town) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town's Community Development Department has created a new Chapter 30, Article I, Section 30-6 of the Town Code providing for definitions, and regulations pertaining to the operation of low speed vehicles, micromobility devices, motorized scooters, and golf carts within the Town and recommends the adoption of the same; and

WHEREAS, the Community Development Department recommends amendments to Chapter 30, Article II, Section 30-35 of the Town Code to provide for an updated definition for high-capacity passenger van or work van; and

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

Section 1. The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Chapter 30, Article I, Section 30-6 is hereby created to read as follows:

(...)

Sec. 30-6. Low Speed Vehicles, Micromobility Devices, Motorized Scooters, and Golf Carts.

- (a) Definitions. The following terms when used herein shall have the meanings defined below.

Golf Cart means a motor vehicle as defined in F.S. 320.01 (22), as amended, that is built for operation on golf courses or for traveling short distances that is not capable of exceeding speeds of 20 miles per hour.

Low Speed Vehicle means a motor vehicle as defined in F.S. 320.01, as amended, that is capable of reaching speeds of at least 20 miles per hour, but not greater than 25 miles per hour.

Micromobility Device means any motorized transportation device as defined by F.S. 316.003 (41) made available for private use by reservation through online application or software for point-to-point trips and which is not capable of exceeding speeds of 20 miles per hour. This term shall include motorized scooters.

Motorized Scooter is a type of micromobility device and means any vehicle or micromobility device, as defined by F.S. 316.003 (48), that is powered by a motor, with or without a seat, designed to travel on not more than three wheels, and which is not capable of speeds greater than 20 miles per hour.

Multimodal Pathway or Multimodal Way is a type of shared use path intended to be used by micromobility devices, bikes, and scooters, and in some cases golf carts as identified in the 2045 Lake Park Mobility Plan map and further defined in the graphic of the Complete Streets section under Multimodal Projects.

Right of way means any public or private right of way, town, county, state or federal improved road.

- (b) Operation of Low Speed Vehicles and Golf Carts.

- (1) In accordance with F.S. 316.212 golf carts and low speed vehicles may be operated on private properties and right of ways (except sidewalks unless constructed as an approved multimodal pathway at least 8 feet in width) within the Town of Lake Park subject to the posted speed. Golf carts may be operated within the town's rights of way in accordance with the posted speed

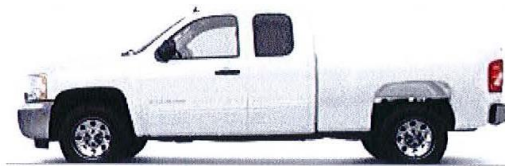
- limits not exceeding 25 miles per hour. Golf carts are not permitted to travel along Northlake Boulevard, Federal Highway, 10th Street, Prosperity Farms Road, Old Dixie Highway, Silver Beach Road, North Congress Avenue, or Watertower Road. Low speed vehicles shall be permitted on rights of way with posted speed limits not exceeding 35 miles per hour. Golf carts may be operated on the Town's multi-modal pathways, as established by the October 26, 2023 Revision of the 2045 Lake Park Mobility Plan and where posted signage allows, at speeds not exceeding 15 miles per hour. Low speed vehicles may not be operated on multi-modal pathways.
- (2) All golf carts shall be equipped with headlights, brake lights, turn signals, two round red reflectors of a minimum of three inches in diameter affixed to the rear of the golf cart within six inches of each side edge, and a windshield.
 - (3) All low speed vehicles shall be equipped with headlamps, stop lamps, turn signal lamps, taillights, reflectors, parking brakes, mirrors, windshields, seat belts, and VINs.
 - (4) All golf carts and low speed vehicles operated within the Town shall comply with applicable state statutes pertaining to the operation of golf carts and low speed vehicles. Any violation of applicable state statutes shall be a violation of this article. Golf cart and low speed vehicles shall comply with all applicable local and state traffic laws and operators may be issued citations or traffic or moving violations.
 - (5) Golf carts and low speed vehicles may only be operated by individuals in accordance with state law, including licensing, registration, and insurance. Low speed vehicles may be operated by individuals possessing a valid driver's license. License, registration, and insurance requirements for low speed vehicles must be in accordance with state law.
- (c) Operation of Micromobility Devices and Motorized Scooters.
- (1) In accordance with F.S. 316.2128, micromobility devices and motorized scooters shall not be required to have a driver's license to operate. Users under 16 years of age are required to wear a helmet. Micromobility devices and motorized scooters shall comply with all the requirements applicable to bicycles established under F.S. 316.2065, except as exempted. Motorized scooters and micromobility devices may be operated within Town limits on sidewalks, bike lanes, and multi-modal pathways as established by the October 26, 2023 Revision of the 2045 Lake Park Mobility Plan and where posted signage allows, at speeds not exceeding 15 miles per hour.
- (d) Enforcement of Provisions.
- (1) The Town's Law Enforcement provider shall enforce the provisions contained within this article.

Secs. 30-~~76~~—30-30. Reserved.

Section 3. Chapter 30, Article II, Section 30-35 is amended as follows:

Sec. 30-35. Parking of commercial vehicles in residential districts.

(...)



High-capacity passenger van or work van. A high-capacity passenger van means a vehicle with normal carrying passenger capacity of more than seven passengers, used to carry passengers, with a linear non-varying roofline, from front to back, extending over the passenger area and a glass area along the side of the van enabling passenger visibility. A work van is means a vehicle that is used to store work materials and rooftop cargo, with a linear non-varying roofline, from front to back except for the rooftop cargo, extending the entire length of the vehicle and a possible side entrance door to access materials. Example (for illustrative purposes only):



(...)

Secs. 30-36—30-60. Reserved.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Codification.

The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

Section 6. Repeal of Laws in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date.

This ordinance shall take effect immediately upon execution.

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Select Year: 2024 ▼ Go

The 2024 Florida Statutes

[Title XXIII](#)
MOTOR VEHICLES

[Chapter 320](#)
MOTOR VEHICLE LICENSES

[View Entire Chapter](#)

320.01 Definitions, general.—As used in the Florida Statutes, except as otherwise provided, the term:

(1) “Motor vehicle” means:

(a) An automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, motorized scooters, micromobility devices, personal delivery devices and mobile carriers as defined in s. [316.003](#), special mobile equipment as defined in s. [316.003](#), vehicles that run only upon a track, bicycles, electric bicycles, swamp buggies, or mopeds.

(b) A recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicle-type units, when traveling on the public roadways of this state, must comply with the length and width provisions of s. [316.515](#), as that section may hereafter be amended. As defined below, the basic entities are:

1. The “travel trailer,” which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8½ feet and an overall body length of no more than 40 feet when factory-equipped for the road.

2. The “camping trailer,” which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

3. The “truck camper,” which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

4. The “motor home,” which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. [316.515](#), is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

5. The “private motor coach,” which is a vehicular unit which does not exceed the length, width, and height limitations provided in s. [316.515](#)(9), is built on a self-propelled bus type chassis having no fewer than three load-bearing axles, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

6. The “van conversion,” which is a vehicular unit which does not exceed the length and width limitations provided in s. [316.515](#), is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

7. The “park trailer,” which is a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. The length of a park

trailer means the distance from the exterior of the front of the body (nearest to the drawbar and coupling mechanism) to the exterior of the rear of the body (at the opposite end of the body), including any protrusions.

8. The “fifth-wheel trailer,” which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle’s rear axle.

(2)(a) “Mobile home” means a structure, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. For tax purposes, the length of a mobile home is the distance from the exterior of the wall nearest to the drawbar and coupling mechanism to the exterior of the wall at the opposite end of the home where such walls enclose living or other interior space. Such distance includes expandable rooms, but excludes bay windows, porches, drawbars, couplings, hitches, wall and roof extensions, or other attachments that do not enclose interior space. In the event that the mobile home owner has no proof of the length of the drawbar, coupling, or hitch, then the tax collector may in his or her discretion either inspect the home to determine the actual length or may assume 4 feet to be the length of the drawbar, coupling, or hitch.

(b) “Manufactured home” means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act.

(3) “Owner” means any person, firm, corporation, or association controlling any motor vehicle or mobile home by right of purchase, gift, lease, or otherwise.

(4) “Trailer” means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that no part of its weight or that of its load rests upon the towing vehicle.

(5) “Semitrailer” means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that some part of its weight and that of its load rests upon or is carried by another vehicle.

(6) “Net weight” means the actual scale weight in pounds with complete catalog equipment.

(7) “Gross weight” means the net weight of a motor vehicle in pounds plus the weight of the load carried by it.

(8) “Cwt” means the weight per hundred pounds, or major fraction thereof, of a motor vehicle.

(9) “Truck” means any motor vehicle with a net vehicle weight of 5,000 pounds or less and which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(10) “Heavy truck” means any motor vehicle with a net vehicle weight of more than 5,000 pounds, which is registered on the basis of gross vehicle weight in accordance with s. [320.08\(4\)](#), and which is designed or used for the carriage of goods or designed or equipped with a connecting device for the purpose of drawing a trailer that is attached or coupled thereto by means of such connecting device and includes any such motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(11) “Truck tractor” means a motor vehicle which has four or more wheels and is designed and equipped with a fifth wheel for the primary purpose of drawing a semitrailer that is attached or coupled thereto by means of such fifth wheel and which has no provision for carrying loads independently.

(12) “Gross vehicle weight” means:

(a) For heavy trucks with a net weight of more than 5,000 pounds, but less than 8,000 pounds, the gross weight of the heavy truck. The gross vehicle weight is calculated by adding to the net weight of the heavy truck the weight of the load carried by it, which is the maximum gross weight as declared by the owner or person applying for registration.

(b) For heavy trucks with a net weight of 8,000 pounds or more, the gross weight of the heavy truck, including the gross weight of any trailer coupled thereto. The gross vehicle weight is calculated by adding to the gross weight of the heavy truck the gross weight of the trailer, which is the maximum gross weight as declared by the owner or person applying for registration.

(c) The gross weight of a truck tractor and semitrailer combination is calculated by adding to the net weight of the truck tractor the gross weight of the semitrailer, which is the maximum gross weight as declared by the owner or person applying for registration; such vehicles are together by means of a fifth-wheel arrangement whereby part of the weight of the semitrailer and load rests upon the truck tractor.

(13) "Passenger," or any abbreviation thereof, does not include a driver.

(14) "Private use" means the use of any vehicle which is not properly classified as a for-hire vehicle.

(15)(a) "For-hire vehicle" means any motor vehicle, when used for transporting persons or goods for compensation; let or rented to another for consideration; offered for rent or hire as a means of transportation for compensation; advertised in a newspaper or generally held out as being for rent or hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share-expense" basis. When goods or passengers are transported for compensation in a motor vehicle outside a municipal corporation of this state, or when goods are transported in a motor vehicle not owned by the person owning the goods, such transportation is "for hire." The carriage of goods and other personal property in a motor vehicle by a corporation or association for its stockholders, shareholders, and members, cooperative or otherwise, is transportation "for hire."

(b) The following are not included in the term "for-hire vehicle": a motor vehicle used for transporting school children to and from school under contract with school officials; a hearse or ambulance when operated by a licensed embalmer or mortician or his or her agent or employee in this state; a motor vehicle used in the transportation of agricultural or horticultural products or in transporting agricultural or horticultural supplies direct to growers or the consumers of such supplies or to associations of such growers or consumers; a motor vehicle temporarily used by a farmer for the transportation of agricultural or horticultural products from any farm or grove to a packinghouse or to a point of shipment by a transportation company; or a motor vehicle not exceeding 1½ tons under contract with the Government of the United States to carry United States mail, provided such vehicle is not used for commercial purposes.

(16) "Road" means the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic.

(17) "Brake horsepower" means the actual unit of torque developed per unit of time at the output shaft of an engine, as measured by a dynamometer.

(18) "Department" means the Department of Highway Safety and Motor Vehicles.

(19)(a) "Registration period" means a period of 12 months or 24 months during which a motor vehicle or mobile home registration is valid.

(b) "Extended registration period" means a period of 24 months during which a motor vehicle or mobile home registration is valid.

(20) "Marine boat trailer dealer" means any person engaged in:

(a) The business of buying, selling, manufacturing, or dealing in trailers specifically designed to be drawn by another vehicle and used for the transportation on land of vessels, as defined in s. [327.02](#); or

(b) The offering or displaying of such trailers for sale.

(21) "Renewal period" means the period during which renewal of a motor vehicle registration or mobile home registration is required, as provided in s. [320.055](#).

(22) "Golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

(23) "International Registration Plan" means a registration reciprocity agreement among states of the United States and provinces of Canada providing for payment of license fees on the basis of fleet miles operated in various jurisdictions.

(24) “Apportionable vehicle” means any vehicle, except recreational vehicles, vehicles displaying restricted plates, city pickup and delivery vehicles, and government-owned vehicles, which is used or intended for use in two or more member jurisdictions that allocate or proportionally register vehicles and which is used for the transportation of persons for hire or is designed, used, or maintained primarily for the transportation of property and:

- (a) Is a power unit having a gross vehicle weight in excess of 26,000 pounds;
- (b) Is a power unit having three or more axles, regardless of weight; or
- (c) Is used in combination, when the weight of such combination exceeds 26,000 pounds gross vehicle weight.

Vehicles, or combinations thereof, having a gross vehicle weight of 26,000 pounds or less and two-axle vehicles may be proportionally registered.

(25) “Commercial motor vehicle” means any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight. A vehicle that occasionally transports personal property to and from a closed-course motorsport facility, as defined in s. [549.09\(1\)\(a\)](#), is not a commercial motor vehicle if the use is not for profit and corporate sponsorship is not involved. As used in this subsection, the term “corporate sponsorship” means a payment, donation, gratuity, in-kind service, or other benefit provided to or derived by a person in relation to the underlying activity, other than the display of product or corporate names, logos, or other graphic information on the property being transported.

(26) “Motorcycle” means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. The term includes an autocycle, as defined in s. [316.003](#), but excludes a tractor, a moped, or any vehicle in which the operator is enclosed by a cabin unless it meets the requirements set forth by the National Highway Traffic Safety Administration for a motorcycle.

(27) “Moped” means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(28) “Interstate” means vehicle movement between or through two or more states.

(29) “Intrastate” means vehicle movement from one point within a state to another point within the same state.

(30) “Person” means and includes natural persons, corporations, copartnerships, firms, companies, agencies, or associations, singular or plural.

(31) “Registrant” means a person in whose name or names a vehicle is properly registered.

(32) “Motor carrier” means any person owning, controlling, operating, or managing any motor vehicle used to transport persons or property over any public highway.

(33) “Motorized disability access vehicle” means a vehicle designed primarily for handicapped individuals with normal upper body abilities and designed to be fueled by gasoline, travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(34) “Resident” means a person who has his or her principal place of domicile in this state for a period of more than 6 consecutive months, who has registered to vote in this state, who has made a statement of domicile pursuant to s. [222.17](#), or who has filed for homestead tax exemption on property in this state.

(35) “Nonresident” means a person who is not a resident.

(36) “Electric vehicle” means a motor vehicle that is powered by an electric motor that draws current from rechargeable storage batteries, fuel cells, or other sources of electrical current.

(37) “Disabled motor vehicle” means any motor vehicle as defined in subsection (1) which is not operable under its own motive power, excluding a nondisabled trailer or semitrailer, or any motor vehicle that is unsafe for operation upon the highways of this state.

(38) “Replacement motor vehicle” means any motor vehicle as defined in subsection (1) under tow by a wrecker to the location of a disabled motor vehicle for the purpose of replacing the disabled motor vehicle, thereby permitting the transfer of the disabled motor vehicle’s operator, passengers, and load to an operable motor vehicle.

(39) “Wrecker” means any motor vehicle that is used to tow, carry, or otherwise transport motor vehicles and that is equipped for that purpose with a boom, winch, car carrier, or other similar equipment.

(40) “Tow” means to pull or draw any motor vehicle with a power unit by means of a direct attachment, drawbar, or other connection or to carry a motor vehicle on a power unit designed to transport such vehicle from one location to another.

(41) “Low-speed vehicle” means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316.2122.

(42) “Utility vehicle” means a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street or highway, or a golf cart, or an all-terrain vehicle as defined in s. 316.2074.

(43) For purposes of this chapter, the term “agricultural products” means any food product; any agricultural, horticultural, or livestock product; any raw material used in plant food formulation; and any plant food used to produce food and fiber.

(44) “Mini truck” means any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, and seat belts.

(45) “Swamp buggy” means a motorized off-road vehicle that is designed or modified to travel over swampy or varied terrain and that may use large tires or tracks operated from an elevated platform. The term does not include any vehicle defined in chapter 261 or otherwise defined or classified in this chapter.

History.—ss. 1, 6, ch. 7275, 1917; s. 1, ch. 7737, 1918; RGS 1006, 1011; ss. 2, 5, ch. 8410, 1921; s. 2, ch. 9156, 1923; s. 1, ch. 9157, 1923; ss. 1, 3, ch. 10182, 1925; CGL 1280, 1285, 1677; s. 3, ch. 15625, 1931; s. 3, ch. 16085, 1933; s. 1, ch. 20743, 1941; s. 1, ch. 20911, 1941; s. 1, ch. 26923, 1951; s. 1, ch. 59-351; s. 1, ch. 65-61; s. 1, ch. 65-446; ss. 23, 24, 35, ch. 69-106; s. 1, ch. 70-215; s. 1, ch. 70-391; s. 93, ch. 71-377; s. 1, ch. 72-339; s. 1, ch. 73-284; s. 2, ch. 74-243; s. 3, ch. 75-66; s. 2, ch. 76-135; s. 4, ch. 76-286; s. 1, ch. 77-180; s. 1, ch. 77-357; s. 1, ch. 78-221; s. 125, ch. 79-400; s. 12, ch. 81-151; s. 22, ch. 82-134; s. 3, ch. 83-188; s. 23, ch. 83-215; s. 1, ch. 83-318; s. 1, ch. 84-182; s. 7, ch. 84-260; s. 5, ch. 85-155; s. 43, ch. 85-180; s. 10, ch. 85-309; s. 4, ch. 85-343; s. 11, ch. 86-243; s. 11, ch. 87-161; s. 20, ch. 87-198; s. 5, ch. 87-225; s. 1, ch. 88-147; s. 66, ch. 89-282; s. 2, ch. 89-320; s. 1, ch. 90-163; s. 4, ch. 90-270; s. 5, ch. 92-148; s. 39, ch. 94-306; s. 910, ch. 95-148; s. 10, ch. 95-247; s. 10, ch. 95-333; s. 29, ch. 96-413; s. 3, ch. 97-58; s. 2, ch. 99-163; s. 15, ch. 99-248; s. 39, ch. 2001-196; s. 1, ch. 2007-242; s. 16, ch. 2008-176; s. 2, ch. 2008-179; s. 6, ch. 2009-183; s. 20, ch. 2012-174; s. 27, ch. 2012-181; s. 27, ch. 2013-160; s. 72, ch. 2016-239; s. 4, ch. 2017-150; s. 5, ch. 2018-130; s. 5, ch. 2019-109; s. 11, ch. 2020-69; s. 7, ch. 2022-175.

Select Year: 2024 ▼ Go

The 2024 Florida Statutes

[Title XXIII](#)

MOTOR VEHICLES

[Chapter 316](#)

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, a two-lane county road located within the jurisdiction of a municipality designated by that municipality, or a road that is owned and maintained by a water control district and has been designated by that water control district, for use by golf carts. Before making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street, and if such designation is to be made by a water control district, the district must also receive approval from the county in which the road to be designated is located. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks or the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by a person:

(a) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.

(b) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163; s. 1, ch. 2023-67.

Guide to Owning LOW SPEED VEHICLES

A low speed vehicle (LSV) is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH. **LSVs must be registered, titled and insured** with personal injury protection (PIP) and property damage liability (PDL) insurance.

Any person operating an LSV must have a valid driver license. LSVs may only be operated on streets where the posted speed limit is 35 MPH or less.

LSVs must be equipped with the following safety equipment:



To title and register an LSV, bring the following documents to an FLHSMV or tax collector office, flhsmv.gov/locations:

- Manufacturer's Certificate of Origin;
- Form HSMV 82040 (Application for Title) flhsmv.gov/forms;
- Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP;
- Identification - driver license, ID card or passport; and
- Payment for applicable fees, flhsmv.gov/fees;
 - Title fee
 - Initial registration fee, if applicable
 - Plate fee
 - Registration fee (varies by weight of vehicle)

For more information, visit flhsmv.gov/lowspeedvehicles

Golf Carts

Golf carts are defined in section 320.01(22), Florida Statutes, as “a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH.” **Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 MPH or less.**

Beginning October 1, 2023, a person operating a golf cart on public roads or streets who is under 18 years of age must possess a valid learner’s driver license or valid driver license, and a person who is 18 years of age or older must possess a valid form of government-issued photographic identification.

Converted Golf Carts

Prior to titling and registering a converted golf cart, the vehicle must be inspected and assigned a VIN at a Motorist Services Regional Office. **The converted golf cart must be street-legal before applying for title and registration.** flhsmv.gov/locations

Trailer the converted golf cart to a Motorist Services Regional Office and present the following documents and fees for an inspection, VIN assignment, title and registration:

- Manufacturer’s Certificate of Origin or a bill of sale for the golf cart form HSMV 84490 (Statement of Builder) completed by customer and compliance examiner/inspector;
- Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle);
- Original bill(s) of sale or receipt(s) for all parts used to convert the golf cart;
- Certified weight slip for the converted golf cart.
- Form HSMSV 82040 (Application for Title);
- Proof of Florida insurance (minimum \$10,000 PDL and \$10,000 PIP);
- Sales tax or sales tax exemption information for all parts;
- Identification - driver license, ID card or passport; and
- Applicable fees, flhsmv.gov/fees
 - Inspection fee
 - Title fee
 - Initial registration fee, if applicable
 - Registration fee (varies by weight of vehicle)
 - Plate fee

All-Terrain Vehicles

Florida law, states that **all-terrain vehicles (ATV) may only be operated on unpaved roadways where the posted speed limit is less than 35 MPH and only during daylight hours.** Anyone under the age of 16 operating an ATV on public land must be under the supervision of an adult and must have proof of completion of a Department of Agriculture and Consumer Services (DACS) approved safety course. ATV operators and riders under the age of 16 must wear a USDOT approved safety helmet and eye protection. **ATVs are titled, but not registered**, and are not required to be insured with PIP and PDL coverage. (Sections 261.20, 316.2074 and 316.2123, Florida Statutes)

Select Year: 2024 ▼ Go

The 2024 Florida Statutes

[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)**316.2065 Bicycle regulations.—**

(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as to provisions of this chapter which by their nature can have no application.

(2) A person operating a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto unless the bicycle was designed by the manufacturer to be ridden without a seat.

(3)(a) A bicycle may not be used to carry more persons at one time than the number for which it is designed or equipped, except that an adult rider may carry a child securely attached to his or her person in a backpack or sling.

(b) Except as provided in paragraph (a), a bicycle rider must carry any passenger who is a child under 4 years of age, or who weighs 40 pounds or less, in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

(c) A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

(d) A bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. As used in this subsection, the term "passenger" includes a child who is riding in a trailer or semitrailer attached to a bicycle.

(e) Law enforcement officers and school crossing guards may issue a bicycle safety brochure and a verbal warning to a bicycle rider or passenger who violates this subsection. A bicycle rider or passenger who violates this subsection may be issued a citation by a law enforcement officer and assessed a fine for a pedestrian violation, as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider or passenger for a first violation of paragraph (d) upon proof of purchase of a bicycle helmet that complies with this subsection.

(4) No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or himself or herself to any vehicle upon a roadway. This subsection does not prohibit attaching a bicycle trailer or bicycle semitrailer to a bicycle if that trailer or semitrailer is commercially available and has been designed for such attachment.

(5)(a) A person operating a bicycle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing must ride in the bicycle lane or, if there is no bicycle lane on the roadway, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.
2. When preparing for a left turn at an intersection or into a private road or driveway.
3. When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane. For the purposes of this subsection, a "substandard-width lane" is a lane that is too narrow for a bicycle and another vehicle to travel safely side by side within the lane.

(b) A person operating a bicycle upon a one-way highway with two or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

(6)(a) Persons riding bicycles upon a roadway or in a bicycle lane may not ride more than two abreast except on a bicycle path. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and must ride within a single lane. Where bicycle lanes exist, persons riding bicycles may ride two abreast if both are able to remain within the bicycle lane. If the bicycle lane is too narrow to allow two persons riding bicycles to ride two abreast, the persons must ride single-file and within the bicycle lane. On roads that contain a substandard-width lane as defined in subparagraph (5)(a)3., persons riding bicycles may temporarily ride two abreast only to avoid hazards in the roadway or to overtake another person riding a bicycle.

(b) When stopping at a stop sign, persons riding bicycles in groups, after coming to a full stop and obeying all traffic laws, may proceed through the stop sign in a group of 10 or fewer at a time. Motor vehicle operators must allow one such group to travel through the intersection before moving forward.

(7) Every bicycle in use between sunset and sunrise shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. A bicycle or its rider may be equipped with lights or reflectors in addition to those required by this section. A law enforcement officer may issue a bicycle safety brochure and a verbal warning to a bicycle rider who violates this subsection or may issue a citation and assess a fine for a pedestrian violation as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider for a first violation of this subsection upon proof of purchase and installation of the proper lighting equipment.

(8) No parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

(9) A person propelling a vehicle by human power upon and along a sidewalk, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a pedestrian under the same circumstances.

(10) A person propelling a bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(11) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may go upon any roadway except while crossing a street on a crosswalk; and, when so crossing, such person shall be granted all rights and shall be subject to all of the duties applicable to pedestrians.

(12) This section shall not apply upon any street while set aside as a play street authorized herein or as designated by state, county, or municipal authority.

(13) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(14) A person engaged in the business of selling bicycles at retail shall not sell any bicycle unless the bicycle has an identifying number permanently stamped or cast on its frame.

(15)(a) A person may not knowingly rent or lease any bicycle to be ridden by a child who is under the age of 16 years unless:

1. The child possesses a bicycle helmet; or
2. The lessor provides a bicycle helmet for the child to wear.

(b) A violation of this subsection is a nonmoving violation, punishable as provided in s. 318.18.

(16) The court may waive, reduce, or suspend payment of any fine imposed under subsection (3) or subsection (15) and may impose any other conditions on the waiver, reduction, or suspension. If the court finds that a person does not have sufficient funds to pay the fine, the court may require the performance of a specified number of hours of community service or attendance at a safety seminar.

(17) Notwithstanding s. 318.21, all proceeds collected pursuant to s. 318.18 for violations under paragraphs (3) (e) and (15)(b) shall be deposited into the State Transportation Trust Fund.

(18) The failure of a person to wear a bicycle helmet or the failure of a parent or guardian to prevent a child from riding a bicycle without a bicycle helmet may not be considered evidence of negligence or contributory negligence.

(19) Except as otherwise provided in this section, a person who violates this section commits a noncriminal traffic infraction, punishable as a pedestrian violation as provided in chapter 318. A law enforcement officer may issue traffic citations for a violation of subsection (3) or subsection (15) only if the violation occurs on a bicycle path or road, as defined in s. 334.03. However, a law enforcement officer may not issue citations to persons on private property, except any part thereof which is open to the use of the public for purposes of vehicular traffic.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 2, ch. 76-286; s. 1, ch. 78-353; s. 8, ch. 83-68; s. 5, ch. 85-309; s. 1, ch. 86-23; s. 7, ch. 87-161; s. 21, ch. 94-306; s. 899, ch. 95-148; s. 1, ch. 96-185; s. 2, ch. 97-300; s. 161, ch. 99-248; s. 6, ch. 2010-223; s. 7, ch. 2012-27; s. 6, ch. 2012-181; s. 7, ch. 2020-69; s. 1, ch. 2021-20; s. 5, ch. 2021-180.

Note.—Former s. 316.111.

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The 2024 Florida Statutes

[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)**316.2128 Micromobility devices, motorized scooters, and miniature motorcycles; requirements.—**

(1) The operator of a motorized scooter or micromobility device has all of the rights and duties applicable to the rider of a bicycle under s. [316.2065](#), except the duties imposed by s. [316.2065](#)(2), (3)(b), and (3)(c), which by their nature do not apply. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. [316.008](#), from adopting an ordinance governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction.

(2) A motorized scooter or micromobility device is not required to satisfy the registration and insurance requirements of s. [320.02](#) or the licensing requirements of s. [316.605](#).

(3) A person is not required to have a driver license to operate a motorized scooter or micromobility device.

(4) A person who offers motorized scooters or micromobility devices for hire is responsible for securing all such devices located in any area of the state where an active tropical storm or hurricane warning has been issued by the National Weather Service.

(5) A person who engages in the business of, serves in the capacity of, or acts as a commercial seller of miniature motorcycles in this state must prominently display at his or her place of business a notice that such vehicles are not legal to operate on public roads, may not be registered as motor vehicles, and may not be operated on sidewalks unless authorized by an ordinance enacted pursuant to s. [316.008](#)(7)(a) or s. [316.212](#)(8). The required notice must also appear in all forms of advertising offering miniature motorcycles for sale. The notice and a copy of this section must also be provided to a consumer prior to the consumer's purchasing or becoming obligated to purchase a miniature motorcycle.

(6) Any person selling or offering a miniature motorcycle for sale in violation of this section commits an unfair and deceptive trade practice as defined in part II of chapter 501.

History.—s. 16, ch. 2006-290; s. 27, ch. 2009-21; s. 47, ch. 2010-223; s. 11, ch. 2017-150; s. 3, ch. 2019-109.



OCTOBER 2022 MODIFIED: 26OCT2022

2045 LAKE PARK MOBILITY PLAN

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www.nueurbanconcepts.com

THE
REPUBLIC
 DESIGN

LAKE PARK GREENWAY

WATERFRONT PROMENADE

TWO (2) LANE DIVIDED COMPLETE STREET

PARK AVE CURBLESS MAIN STREET

NEW FUTURE TWO (2) LANE ROAD

NEW FUTURE TWO (2) LANE ROAD
 (TO BE CONSTRUCTED BY NEW DEVELOPMENT/
 REDEVELOPMENT)

RESIDENTIAL TRAFFIC CALMING PROGRAM

FEDERAL HIGHWAY MIXED-USE OVERLAY
 DISTRICT (FHMUDO)

STREET IMPROVEMENTS

MULTIMODAL IMPROVEMENT

COMPLETE STREET

PRIORITY RESIDENTIAL TRAFFIC
 CALMING STREET (DESIGN TBD
 BASED ON FURTHER EVALUATION)

CROSSING IMPROVEMENTS

INTERSECTION IMPROVEMENT

ROUNDAABOUT

SIGNALIZED ROUNDAABOUT

HIGH-INTENSITY ACTIVATED
 CROSSWALK (HAWK)

HIGH VISIBILITY
 CROSSWALK

RECTANGULAR RAPID
 FLASHING BEACON (RRFB)

TRAIN STATION

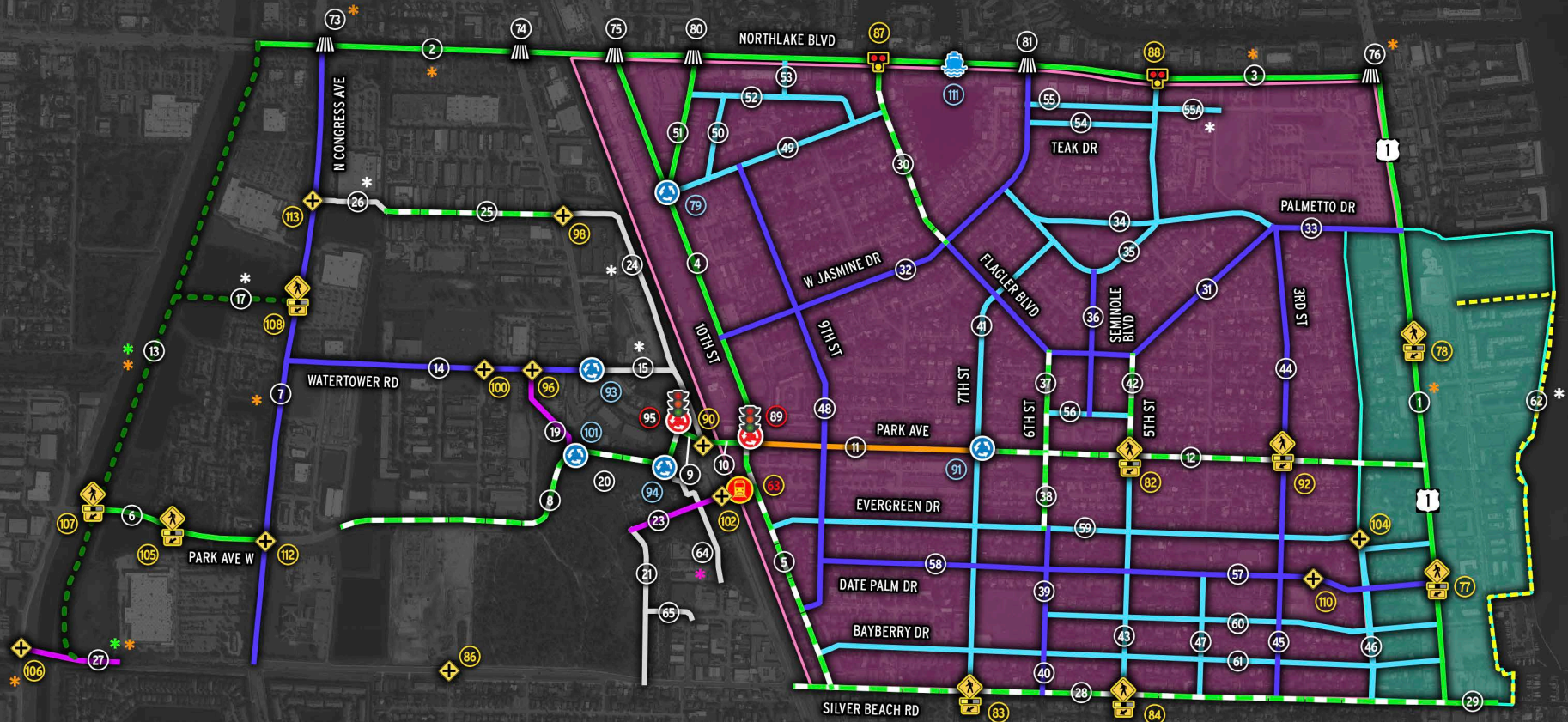
BOAT UNDERPASS

1 * #15, 17, 24, 26, 55A, 62 - PROJECT REQUIRES RIGHT-OF-WAY FROM PRIVATELY-OWNED PROPERTY

2 * #13, 27 - PROJECT REQUIRES UTILITY EASEMENT

3 * #64 - PROJECT REQUIRES RIGHT-OF-WAY OWNED BY PALM BEACH COUNTY

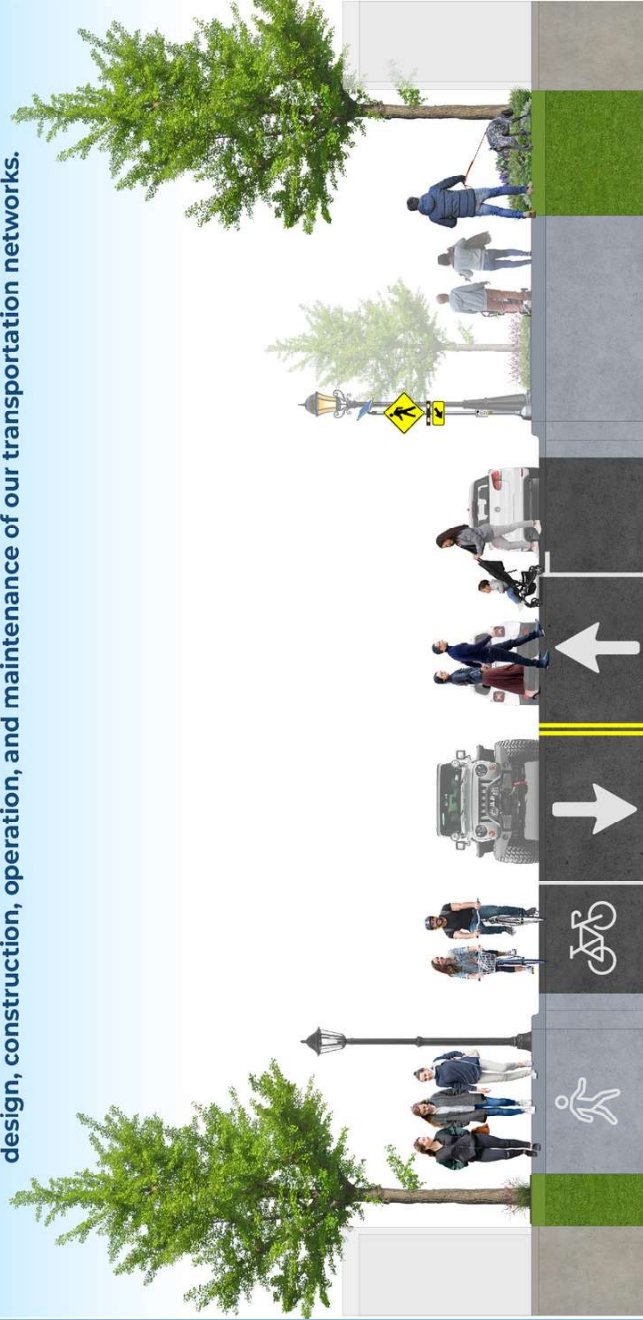
4 * #1, 2, 3, 7, 13, 27, 73, 76, 106 - ENTIRELY OR PARTIALLY LOCATED OUTSIDE LAKE PARK TOWN LIMITS



What are Complete Streets?

WHAT IS A COMPLETE STREET? **D D E C**

A Complete Streets approach integrates people and place in the planning, design, construction, operation, and maintenance of our transportation networks.



ACTIVE SIDEWALKS

Sidewalks should be smooth, wide, feel safe, and have appropriate transitions to the street, making them easy to walk or use a wheelchair on.

DEDICATED BIKE LANES

Simple pavement markings creating a dedicated bike lane make both motorist and bicycle movement more predictable, and therefore safer for both. They increase the likelihood of casual riders using bicycles for transportation.

ACTIVE ROADWAY

One lane of car traffic going in each direction with a two-way-left-turn-lane (TWLTL) in the center would reduce the number of crashes on Government Street by providing turning vehicles a refuge from through traffic, while keeping through traffic moving more efficiently.

SAFE CROSSWALKS

Crosswalks allow pedestrians and wheelchair users to cross streets safely, while making sure cars know where to expect them.

FURNISHING ZONE

The street furniture zone is defined as the section of the sidewalk between the curb and the through zone in which street furniture and amenities, such as lighting, benches, newspaper kiosks, and bicycle racks, are provided. The street furniture zone may also consist of green infrastructure elements, such as rain gardens or flow-through planters.

Green Spaces

Parks and public green spaces create a destination, encouraging community interaction and providing a rest from the surrounding urban environment.





www.mobilitycohort.com/lakepark

Item 10.



Electric Motorcycle Vs Electric Bicycle

Electric Motorcycle (E-Moto)	Electric Bicycle
	
<ul style="list-style-type: none"> • Cannot be operated on public roads or sidewalks • Cannot be registered in the state of Florida (no VIN or title) • Does not have pedals • These meet definition of motorcycle in state of FL, as they have the equivalent of greater than 50 cc, have a seat, and have 3 wheels or less • These e-motorcycles generally come “out of the box” at 6000 watts, which equates to well over 50cc, classifying it as a motorcycle. <p><i>There are no current laws regulating electric motorcycles, however advice obtained from statewide traffic prosecutor recommends treating these electric motorcycles as actual motorcycles, as they fit the definition under FSS 322.01.</i></p> <p><i>Warnings/Citations can be written under 322.03 (licenses) as well as many under FSS 316. The initial goal is compliance through education, followed with enforcement action for repeat / egregious offenders.</i></p> <p>When clearing your T50, please utilize code “EW” (warning for electric powered bicycle/motorcycle) or “EC” (citation for electric bicycle/motorcycle)</p>	<ul style="list-style-type: none"> • Can be operated on public roads and sidewalks • Must follow all bicycle and traffic laws under FSS 316.2065 • Must have pedals • Must be under pedal power and yield to pedestrians while on sidewalks • Cannot exceed 28 MPH and power under 750 watts • Riders under 16 must wear helmets • Riders do not need a license



YOU HAVE THE POWER TO E-BIKE SAFELY

With e-bike popularity on the rise, be sure you and your loved ones know the laws, regulations, and responsibilities that come along with riding electric devices like e-bikes and e-motos.

1 KNOW YOUR TRAFFIC LAWS:



- E-bikes are allowed on “any road, path or way that is open to bicycle travel.” This means they can be ridden on roads (except limited access highways), bike lanes, bike paths, multi-use paths, and sidewalks.
- E-bikes must follow all traffic laws including riding with traffic and obeying traffic signals.

2 PROTECT YOURSELF:



- Always wear a helmet regardless of your age. The law requires riders under the age of 16 to wear one at all times.
- Limit distractions and never wear ear buds when riding.

4 BE AWARE OF TRAFFIC AND PEDESTRIANS:



- The more predictably you ride, the safer you are. Don't weave in and out of traffic.
- Always be courteous to pedestrians around you.

3 CONTROL YOUR SPEED AND BRAKE EARLY:



- E-bikes are quick to pick up momentum and can cause severe injury when at high speeds. Give yourself the appropriate amount of time to slow down.

5 STAY VISIBLE



- Know that you are not as visible to drivers as they are to you. Wear bright or reflective clothing and use lights when riding in low-light conditions or at night.

DID YOU KNOW?

E-bikes have different classifications, with different rules for each. Know what class your bike falls in, so you can follow the appropriate bike laws.

		VEHICLE		RIDER			BIKEWAY ACCESS				
		PEDAL OPERATED	MAXIMUM MOTOR-ASSISTED SPEED (MPH)	MINIMUM AGE (YEARS)	DRIVERS LICENSE	LICENSE PLATE	HELMET	CLASS 1 BIKE PATH	CLASS 2 BIKE LANE	CLASS 3 BIKE ROUTE	CLASS 4 PROTECTED LANE
VEHICLE TYPE	BICYCLE	YES	N/A	N/A	NO	NO	UNDER 16	YES	YES	YES	YES
	CLASS 1 ELECTRIC BIKE	YES	20	N/A	NO	NO	UNDER 16	YES	YES	YES	YES
	CLASS 2 ELECTRIC BIKE	NO	20	N/A	NO	NO	UNDER 16	YES	YES	YES	YES
	CLASS 3 ELECTRIC BIKE	YES	28	N/A	NO	NO	UNDER 16	NO	YES	YES	YES
	MOPED	NO	N/A	N/A	YES	YES	YES	NO	YES	YES	NO

Know Before You Buy or Ride

THIS IS NOT AN E-BIKE



**This is a Motorcycle, *aka* E-Moto.
They Are Not Street Legal.**

- The top brands include Sur-Ron and Talaria.
- They are the same size as a typical 250cc dirt bike.
- They are significantly more powerful than an e-bike.
- It can be modified to go speeds up to 70 mph.
- Riding an e-moto on sidewalks and roadways is in violation of Florida State Statute.



From: [Laura Weidgans](#)
 To: [Nadia D'Tommaso](#); [Anders Vane](#)
 Cc: [Town Clerk](#)
 Subject: Ordinance 13-2024 Advertisement
 Date: Thursday, November 21, 2024 8:57:07 AM
 Attachments: Outlook-61md80ae.eml

Good morning,

I have placed the ad for Ordinance 13-2024 in the PB Post for December 8th. Please see below confirmation for your records.

Laura Weidgans

Deputy Town Clerk
 Town of Lake Park
 535 Park Avenue
 Lake Park, FL 33403
 561-881-3311



Please Note: Florida has a very broad public records law. Written communications regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email released in response to a public records request, do not send electronic mail to this entity, instead contact this office by telephone. Section 688.6076 F.S.

From: West Palm Beach Legals <legals@pbpost.com>
 Sent: Thursday, November 21, 2024 8:54 AM
 To: Laura Weidgans <lweidgans@lakeparkflorida.gov>
 Subject: Thank you for placing your order with us.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Palm Beach Post's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number: **LSAR0197171**
 Classification: Govt Public Notices
 Package: General Package
 Additional Options: 1 Add'l unit \$2.00
 Total payment: \$199.76

Account Details

Lake Park, Town Of
 535 Park AVE
 Lake Park, FL 33403-2603
 561-881-3300
 lweidgans@lakeparkflorida.gov
 Lake Park, Town Of

Schedule for ad number LSAR01971710

Sun Dec 8, 2024
 Palm Beach Post All Zones

LEGAL NOTICE OF PROPOSED ORDINANCE TOWN OF LAKE PARK

Please take notice that on Wednesday, December 18, 2024 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

ORDINANCE NO. 13-2024
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they 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. For additional information, please contact Laura Weidgans, Deputy Town Clerk at 561-881-3311.

Laura Weidgans, Deputy Town Clerk
 Town of Lake Park, Florida
 PUB: The Palm Beach Post December 8, 2024.
 December 8 2024
 LSAR0197171



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Originating Department: Public Works

Agenda Title: Bert Bostrom Stormwater Project – Excess Fill

Approved by Town Manager: **Bambi McKibbon-Turner**
 Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 ou=Assistant Town Manager/Human Resources
 Director, email=btturner@lakeparkflorida.gov, c=US
Date: 2024.12.02 10:53:51 -05'00'

Cost of Item: _____ **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

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

Attachments: Presentation of Bert Bostrom Stormwater – Excess Fill Recommended Strategy

Please initial one:

_____ Yes, I have notified everyone.

JM _____ Not applicable in this case.

Summary Explanation/Background:

Provide an update and seek approval to retain the excess fill material from the Bert Bostrom Park Stormwater Project for future developments.

Recommended Motion:

I move to approve.



Department of Public Works

Decision on Retaining Excess Sand Fill from Bostrom Park Stormwater Project



Excess Fill Material from Bert Bostrom





Expected Fill Quantity

1. The Town of Lake Park anticipates generating approximately 9,000 to 10,000 cubic yards of excess fill material from the Bert Bostrom Park stormwater project.
2. Per the current agreement, 5,000 cubic yards of fill will be transported to the Town's 12th Street Maintenance Yard for future, yet-to-be-determined applications. Nevertheless, we will approach the contractor to increase such amount to 7,000 to 7,500 cubic yards.
3. It is recommended that the remaining fill material (1,500 to 2,000 cubic yards) be retained on-site at Bert Bostrom Park to preserve its availability for potential future development projects and ensure optimal resource utilization.



Bert Bostrom Stormwater Project Fill Strategy



Retainage of Bert Bostrom Fill		
Bert Bostrom Stormwater Project Fill (CY)		9,000
Proposed to relocate to 12th Street (CY)		7,000 to 7,5000
Remaining Fill (CY)		2,000 to 1,500
Bert Bostrom Park Proposed Area (SY)		
Change of land elevation (Inches)	Inches /Yards	Fill to use (CY)
6 to 7	0.17 to 0.19	1,500 to 2,000



Bert Bostrom Stormwater Project Fill Strategy



Storage of Bert Bostrom Fill	
Bert Bostrom Stormwater Project Fill (CY)	9,000
Proposed to relocate to 12th Street (CY)	7,000 to 7,5000



Suggested alternative storage area for

Dredging Fill



Pros

If the fill is intended for nearby projects, storing it at this location can reduce transportation costs and logistical complexities.

If the property is currently underutilized, storing fill can make effective use of the space.

Cons

Outdoor storage in commercial zones is subject to specific conditions and restrictions, such as prohibitions against storage within utility easements, drainage easements, alley rights-of-way, street rights-of-way, or required off-street parking spaces.

The property is zoned as PADD (Park Avenue Downtown District), which permits certain commercial uses upon city approval.

Storing large quantities of fill may affect the visual appeal of the area and could lead to environmental concerns, such as erosion or dust generation.

Note

Safety

To address the safety factor the area would need to be fenced the estimated cost for such is \$10,000 to \$30,000



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: DISCUSSION REGARDING THE INTERLOCAL AGREEMENT WITH THE TOWN OF PALM BEACH SHORES FOR THE PROVISION OF FILL MATERIAL FOR THE LAKE PARK HARBOR MARINA

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

Approved by Town Manager

**Bambi
McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town
 of Lake Park, ou=Assistant Town Manager/
 Human Resources Director, _____
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.12.16 15:34:44 -05'00'

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

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> Copy of Resolution 90-11-23; and copy of the Letter to Palm Beach Shores Mayor Alan Fiers
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: BMT _____ OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

At its November 6, 2024 meeting, the Commission decided to not move forward at that time with a Resolution to approve the Interlocal Agreement (ILA) with the Town of Palm Beach Shores for the provision of fill material for the Lake Park Harbor Marina, and instead directed staff to obtain information regarding what the costs would be to move the fill from Peanut Island and whether such costs would be covered under the Florida Inland Navigation District (FIND) agreement for the dredging of the navigable channel.

On or about November 8, 2024, Public Works Director Jaime Morales sent the attached certified letter to Palm Beach Shores Mayor Alan Fiers asking him several questions regarding the proposed ILA, the first of which is whether the FIND grant funds cover additional costs associated with on-loading, transporting, and off-loading the fill material from Peanut Island to Lake Park. While we have not yet received a written response from Mayor Fiers to the letter, Mayor Fiers has verbally confirmed to Mr. Morales that the current grant does not cover the logistics for transporting the fill from Peanut Island to Lake Park or any storage requirements on our end.

While the exact cost figures for transporting and storing the fill material which is the subject of this ILA are currently unknown, our Public Works Director has provided the following estimate based upon comparative projects such as the Port of Miami Dredging Project, Fort Pierce Dredge Material Transport, and the Lake Worth Lagoon Restoration:

Lake Worth Inlet Shoal Dredging (116,670 Cubic Yard [cy])		
Component	Typical Range (\$/cy)	Total Cost
Barge Transport Only	\$15-\$23	\$1,750,050 - \$2,683,410
Barge + Truck Transport	\$25-\$35	\$2,916,750 - \$4,083,450
Landfill Disposal (if any)	\$7-\$12 Additional if applicable	

Port of Miami Dredging Project

- Scope: Transport of dredge material by barge to a disposal site.
- Cost: \$18-\$22/cy (including loading, transport, and disposal).

Fort Pierce Dredge Material Transport

- Scope: Transport of 80,000 cy of dredge material by barge.
- Cost: \$15-\$20/cy for barge-only transport.

Lake Worth Lagoon Restoration Project

- Scope: Transport of 120,000 cy by barge with transloading to trucks.
- Cost: \$20-\$30/cy (combined barge and truck).

Note: This estimate does not include the estimated cost associated with fill storage.

In view of the above information, the purpose of this agenda item is to obtain direction in the form of a Motion by the Town Commission on how to proceed with regard to this ILA.

As background information, attached is a copy of Resolution 90-11-23 by which the Town of Lake Park agreed to enter into a partnership with the Town of Palm Beach Shores for the execution of its Lake Worth Inlet/Singer Island Channel Dredging Project and by which the Town agreed to provide project management services to Palm Beach Shores for this project and in return the Town would receive the majority of the dredged material for use in the elevation of its seawall.

Recommended Motion: I move to _____.

RESOLUTION 90-11-23**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, TO ENTER INTO A PARTNERSHIP WITH THE TOWN OF PALM BEACH SHORES FOR THE EXECUTION OF ITS LAKE WORTH INLET/SINGER ISLAND CHANNEL DREDGING PROJECT.**

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 of Palm Beach Shores is proposing to undertake a dredging project that will yield 71,000 cubic yards of sand; and

WHEREAS, the Town of Palm Beach Shores is applying for State funding to undertake this endeavor; and

WHEREAS, the Town of Palm Beach Shores does not have a Capital Projects Manager on staff; and

WHEREAS, the Town of Lake Park had a sea wall vulnerability assessment conducted, and it was determined as the result of said vulnerability assessment that the Town needs to raise its sea wall by three feet in order to prepare for impending sea level rise; and

WHEREAS, the Town of Lake Park employs a full-time Capital Projects Manager who can serve as project manager for the proposed Palm Beach Shores project; and

WHEREAS, the Town of Lake Park will receive the majority of the material dredged from the project proposed by the Town of Palm Beach Shores should it be funded by the State of Florida, and will use the material to enhance its sea wall.

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

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission approves the Town's partnership whereby the Town of Lake Park will provide project management services to Palm Beach Shores for this project, and, in return, the Town of Lake Park will receive the majority of the dredged material for use in the elevation of its sea wall


SECTION 3. This Resolution shall take effect immediately upon its adoption.

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

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER JOHN LINDEN	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 90-11-23 duly passed and adopted this 1 day of November, 2023.

TOWN OF LAKE PARK, FLORIDA


BY: 
ROGER D. MICHAUD
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



Public Works
Department

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

Mayor Alan Fiers

Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, FL 33404

Re: Palm Beach Inlet Dredge Project – Inter-Local Agreement

Dear Mayor Fries,

On Wednesday, November 6, 2024, the Inter-Local Agreement between the Town of Lake Park and the Town of Palm Beach Shores was presented to our Commission. Following a thorough review and discussion, the Commission requested additional information to ensure a comprehensive understanding of the proposed work under this agreement.

To aid in this review, we respectfully seek clarification on the following points:

1. Grant Funding Details (Agreement, Page 1, Second Recital)

- The agreement references two secured grants by the Town of Palm Beach Shores "to pay for dredging" of the navigable channel:
 - **State of Florida Grant** – \$1,000,000
 - **Florida Inland Navigation District (FIND) Grant** – \$3,500,000
 - a) **Question:** Are both grants fully executed?
 - b) **Question:** Do the grant funds cover additional costs associated with on-loading, transporting, and off-loading the fill material from Peanut Island to Lake Park?

2. Provision of Fill Material (Page 2, Item 2)

- This section specifies that Palm Beach Shores will be responsible for securing, storing, and dewatering the fill material. It also states that Palm Beach Shores must obtain legal authorization from Palm Beach County to store and dewater fill material on Peanut Island and provide proof of such authorization to Lake Park. Furthermore, Palm Beach Shores is required to ensure, through FIND, that it has the authority to convey the fill material from the Dredging Project to Lake Park.
 - a) **Question:** Has Palm Beach Shores secured legal permission from Palm Beach County to store and dewater the fill material on Peanut Island?
 - b) **Question:** If permission has been obtained, is there a stipulated duration for which the fill material can remain on Peanut Island before removal is required?

3. Additional Project-Related Inquiries

- a) **Question:** Is there a specified performance period for the project within the grant agreements (i.e., start and completion dates)?



Public Works
Department

- b) **Question:** Have the required permits for the project been approved and issued?
- c) **Question:** Is there an anticipated project start date?
- d) **Question:** Is there a current and updated Engineer's Cost Estimate for the dredging project?

Thank you for your attention to these matters. We look forward to your responses to facilitate further discussion and collaboration on this important project.

Sincerely,


Jaime J. Morales

Department of Public Works Director
Town of Lake Park

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: Discussion of Legislative and Funding Priority List for the 2025 Florida Legislative Session

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

Approved by Town Manager **Bambi McKibbon-Turner** Date: _____
 Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.12.02 16:05:59 -05'00'

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

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> None
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Periodically and prior to the new legislative session, the Town Commission discusses with the Town's Lobbyist Ellen Setnor Bogdanoff its legislative priorities for the upcoming state session. The purpose of this agenda item is the identification of the Commission's legislative and funding priorities for the 2025 state legislative session. In order to facilitate such discussion, staff proposes the following:

Creation of an ovalabout (similar to a roundabout, but oval) to enhance safety at a five-legged intersection (10th Street/Prosperity Farms Road/Northern Drive) in the Town. This would create immediate jobs, improve transportation conditions, enhance public safety, and support the economy (because the roads would be safer and easier to traverse).

The project is expected to cost \$1.2 million, and the Town would match the \$800,000 allocation with \$400,000 from our CRA budget.

The decision to focus on this project was made by staff, in part, based on communications with Ms. Bogdanoff who advised that any project request be kept under \$800,000. Further, this project was suggested to Ms. Bogdanoff along with a seawall improvement project, and Ms. Bogdanoff indicated that a road safety project would have a greater chance of being funded through this channel.

Recommended Motion: I move that the above priority be approved for forwarding to the State Legislature for the 2025 legislative session.

2025 Legislative Session Outlook

December 18, 2024

Becker

Your State Lobbying Team



Ellyn S. Bogdanoff

Shareholder
Becker



Cody Rogers

Govt' Relations Specialist
Becker

Recent State Appropriation Success

▪ 2017

- \$600,000 – Lakeshore Drainage – Sen. Powell

▪ 2019

- \$29,000 – Road Stripping Improvement Project - Sen. Powell & Rep. Jacquet

▪ 2022

- \$700,000 – Lake Shore Drive Drainage Improvements - Sen. Powell & Rep. Caruso

▪ 2023

- \$1,000,000 – Septic to Sewer Conversion Project – Sen. Powell & Rep. Edmonds

▪ 2024

- \$1,000,000 - Palm Beach Shores - Lake Worth Inlet/Singer Island Channel Dredging Project – Sen. Harrell & Rep. Caruso

\$3.3 Million!

2025 Legislative Session Information

The Florida State Constitution requires the Florida Legislature to meet in Tallahassee for regular session for 60 days every year:

- The regular session begins on the first Tuesday after the first Monday in March for odd-numbered years, and on the second Tuesday after the first Monday in January for even-numbered years.
- “The seat of government shall be the City of Tallahassee, in Leon County, where the offices of the governor, lieutenant governor, cabinet members and the supreme court shall be maintained and the sessions of the legislature shall be held...”
- March 4, 2025 - Regular Session convenes
- May 2, 2025 - Last day of Regular Session
- There are six interim committee weeks between now and the start of the 2025 Legislative Session

The Florida Legislature is constitutionally required to pass a balanced state budget, officially titled the General Appropriations Act, during the annual regular session.

- This is the only piece of legislation legislators are required to pass each year.

Budget Outlook

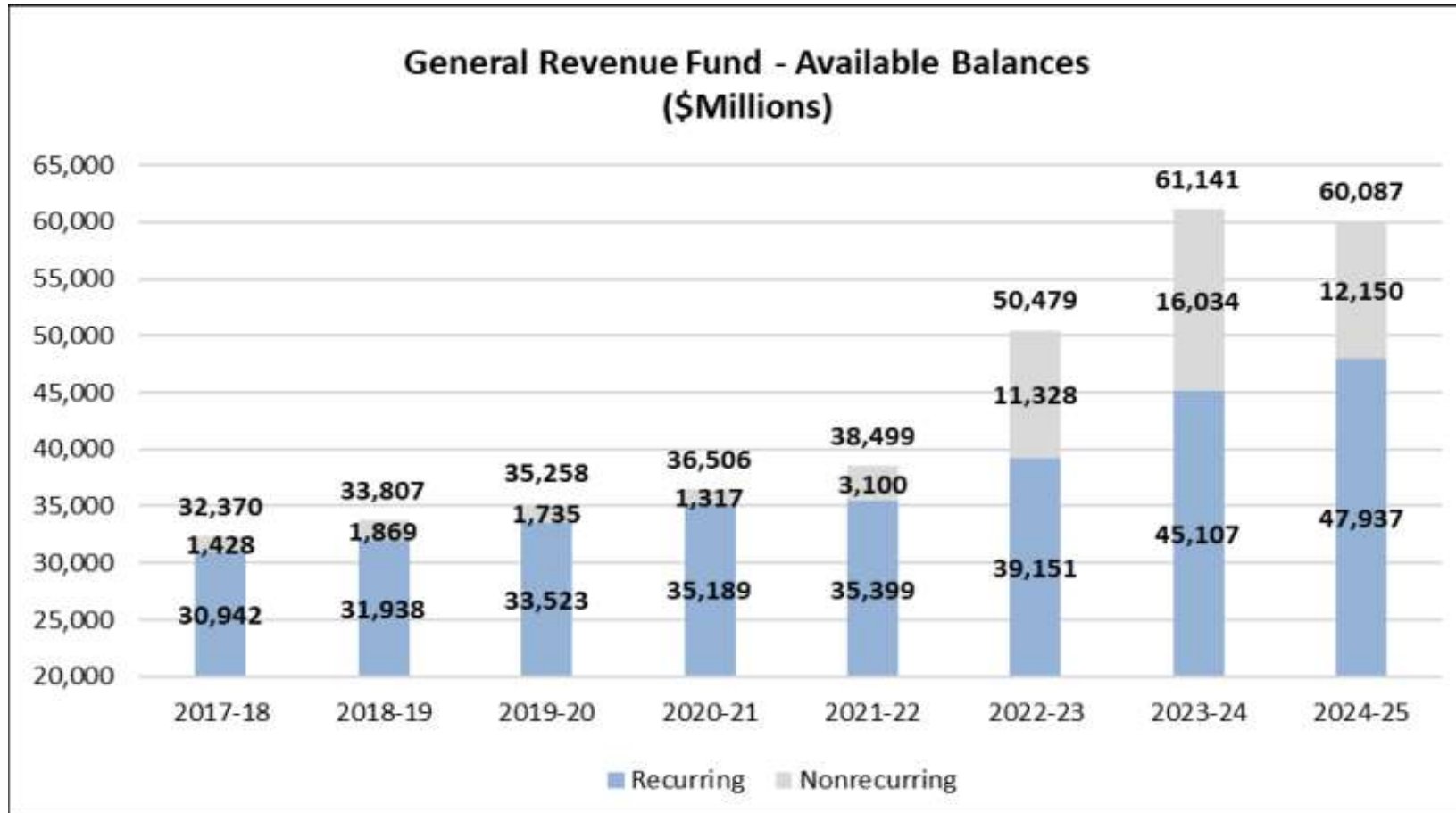
- On September 6th, the Legislative Office of Economic and Demographic Research presented an updated Long-Range Financial Outlook to the Legislative Budget Commission.
- “The Outlook projects future expenditures based on recent history, resulting in expenditure projections that outpace the General Revenue funds expected to be available beginning in Year 2 of the Outlook.”
- **The budget is projected to go into a deficit** in two years unless lawmakers make changes. It predicts a:
 - \$2 billion budget surplus for 2025
 - \$2.82 billion deficit for 2026
 - \$6.94 billion deficit for 2027

Budget Outlook

(cont.)

- The forecasts assume the legislature will continue spending on the priorities of the recent years like:
 - Popular tax cuts
 - Investment in affordable housing
 - Increases for health care workers and providers
 - Florida's universal school voucher program
 - Medicaid growth and a shortfall in the employee health insurance program.
- The outlook also demonstrates the fact that pandemic era federal aid dollars are coming to a close.
- The FY 24/25 Budget was \$116.5 billion.

General Revenue Fund Overview



THANK YOU!



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: Amendment to the Memorandum of Agreement between the Town of Lake Park and Becker & Poliakoff for Lobbyist Services

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

Approved by Town Manager **Bambi McKibbon-Turner**
 Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.12.06 09:06:32 -05'00'

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

Originating Department: Town Manager	Costs: \$ \$60,000 per year Funding Source: Commission Acct. # 001-511-100-34000 [] Finance <u>Jeff DaSilva</u> <small>Digitally signed by Jeff DaSilva DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jda Silva@lakeparkflorida.gov, c=US Date: 2024.12.06 09:04:09 -05'00'</small>	<u>Attachments:</u> Resolution and Memorandum of Agreement
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

At its March 7, 2018 meeting, the Town Commission approved a Memorandum of Agreement between the Town of Lake Park and the firm of Becker & Poliakoff for the provision of lobbyist services.

The purpose of this agenda item is to amend the Memorandum of Agreement with Becker & Poliakoff to continue its lobbyist services from October 1, 2024 until either party decides to terminate the agreement at the monthly retainer fee of \$5,000.00 per month, increased from \$3,500.00 per month, which increased amount has been budgeted for Fiscal Year 2025.

Staff recommends approval.

Recommended Motion: I move to adopt Resolution _____.

RESOLUTION NO. 117-12-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND BECKER & POLIAKOFF FOR LOBBYIST SERVICES; 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, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, at its March 7, 2018 meeting, the Town Commission by Resolution 14-03-18 authorized and directed the Mayor to sign a Memorandum of Agreement (Agreement) with Becker & Poliakoff (“Lobbyist”) for lobbyist services; and

WHEREAS, Lobbyist has presented to the Town of Lake Park an amendment to the Agreement (the Amendment) which is attached hereto as **Exhibit A** by which it is seeking to continue its lobbying services from October 1, 2024 until either party decides to terminate the agreement at the monthly retainer fee of \$5,000.00 per month, and providing that either party may terminate the agreement for reasonable cause upon not less than thirty (30) days written notice to the other party; and

WHEREAS, the Interim Town Manager recommends approval of the Amendment.

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

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

Section 2. The Town Commission hereby agrees to retain the Lobbyist for lobbying services retroactive to October 1, 2024 until such time as either party elects to terminate the Amendment dated November 19, 2024 which is attached hereto as **Exhibit A**. The mayor is authorized to execute the Amendment.

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

#5907384 v1 26508-00001

Ellyn Setnor Bogdanoff, Shareholder
(954) 232-5678(p); (954) 985-4176(f)
ebogdanoff@beckerlawyers.com

Becker

Item 14.

Becker & Poliakoff, P.A.
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301

Memorandum

To: Via Email: Bturner@Lakeparkflorida.Gov
Bambi Mckibbon-Turner, M.S., Hr
Interim Town Manager/Human Resources Director
Town of Lake Park

From: Ellyn S. Bogdanoff, Shareholder
Becker & Poliakoff, P.A.

Date: November 19, 2024

Re: Amendment to State Lobbying Services

This will serve as an amendment to the Consulting Agreement dated February 27, 2018, and Resolution No. 14-03-18 dated March 7, 2018, between Becker & Poliakoff, P.A. and The Town of Lake Park (attached).

The parties have mutually agreed to amend certain provisions of the Agreement and therefore, in accordance with the Terms of the Agreement, make the following changes:

“This Agreement shall continue from October 1, 2024, until either party decides to terminate the agreement at the monthly retainer fee of \$5,000.00 per month. Either party may terminate the agreement for reasonable cause upon not less than thirty (30) days written notice to the other party.”

Thank you for your partnership with Becker.

Cordially,



Ellyn Setnor Bogdanoff
For the Firm

ESB/cl

RESOLUTION NO. 14-03-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN MEMORANDUM OF AGREEMENT FOR LOBBYIST SERVICES; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to the Memorandum of Agreement with Becker & Poliakoff to provide Lobbyist Services on behalf of the Town Commission and the Administration; and

WHEREAS, the Town Manager recommends approval of the Memorandum of Agreement with Becker & Poliakoff inclusive of all fees and costs associated with providing Lobbyist services to the Commission and the Administration in the amount of \$3,500 per month for the ensuing Twelve Month Period.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to sign the Memorandum of Agreement Becker & Poliakoff.

Section 3. This Resolution shall be effective upon execution.

Certification

I, Vivian Mendez Clerk of the Town of Lake Park
 Florida, do hereby certify that the foregoing is a true and correct copy of
 the original instrument as contained in the official records of the Town.
 Witness my hand and the Official Seal of the Town of Lake Park This
8 day of March, 2018
 SEAL Vivian Mendez
 Town Seal _____
 Town Clerk

TOWN OF LAKE PARK
FLORIDA

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

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

The Town Commission thereupon declared the foregoing Resolution NO. 14-03-18 duly passed and adopted this 7 day of March, 2018.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
MICHAEL O'ROURKE
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY

Vivian Mendez Certification
Clerk of the Town of Lake Park
do hereby certify that the foregoing is a true and correct copy of
the original instrument as contained in the official records of the Town.
Witness my hand and the Official Seal of the Town of Lake Park This
8 day of March, 2018
[Signature]
Town Clerk
FLORIDA



1 East Broward Blvd., Suite 1800
Ft. Lauderdale, Florida 33301
Phone: (954) 364-6005 Fax: (954) 985-6814
Email: ebogdanoff@bplegal.com

MEMORANDUM

TO: John D'Agostino, Town Manager
FROM: Ellyn S. Bogdanoff, Esq.
DATE: February 27, 2018
RE: Town of Lake Park

Introduction

Thank you choosing Becker & Poliakoff to serve the Town of Lake Park's interest at the local, state, and national level. More specifically, our team will be pursuing the Town's Funding Priorities. As you know, we consider ourselves your strategic partners and will work with Commissioners and staff to accomplish your goals.

Approach/Scope of Work/Fee

Based on the description of each appropriation project, we will identify a funding source which could include a direct appropriation or grant opportunity from the county, state, or federal governments. If a grant opportunity is identified, we will work with the city's grant writer and assist with the grant's submittal. Additionally, we will provide the city with regular updates on legislation that may impact local governments. If staff or any Commissioner is interested in speaking with local and/or state elected officials, we will assist in facilitating those meetings. Our team will make ourselves available and will assist with any aspect of your legislative agenda. Based on our subsequent call, we agreed to a 12 month contract at \$3,500.00 per month. Once this agreement is received, we will register with the appropriate entities and begin immediate work on the Town's Priorities.

On behalf of myself, and the entire Firm, I look forward to working with you in developing a long-term, mutually beneficial relationship. Please feel free to visit our website at www.bplegal.com for more in-depth information on our Firm. If you are in agreement with the terms and conditions of this Retainer Agreement and our Firm's Standard Terms of Engagement, which are attached hereto and incorporated herein by reference, please indicate by signing in the space provided below, enclosing payment of the initial fees referenced above \$3,500.00 and return one executed original and the check to me.

John D'Agostino, Town Manager
Town of Lake Park
February 27, 2018
Page 2

Cordially,



Ellyn Setnor Bogdanoff
For the Firm

ESB/cl
Enclosure

Cc: Nicholas G. Matthews

Retainer Agreement Agreed to and Accepted by Town of Lake Park including any of its related affiliates, entities, and/or assigns.

By:  _____

ACTIVE: 10644255_1

TERMS OF ENGAGEMENT

We appreciate your decision to retain Becker & Poliakoff, P.A. (the “Firm”) as your legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that, in turn, makes our efforts more productive.

Our engagement and the services we will provide to you are limited to the matter(s) identified in the accompanying letter. Any changes in the scope of our representation, as described in the letter, must be approved in writing. We will provide services of a strictly legal nature related to the matter(s) described in the letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter. Further, there may be tax consequences resulting from the transaction, claim, settlement, or other resolution of your matter. Unless specified in writing by the Firm, the Firm will not be providing tax advice. The Firm has capable and experienced tax attorneys on staff who can assist you at your request.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client, only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the “entity” and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to the individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

Fees and Billing

We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee, success fee, or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee or success fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occur, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed or success fee.

If the accompanying letter does not provide for a fixed fee, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable law firms for similar legal services; the amount of money involved or at risk and the results obtained; and, the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the representation, with any unused portion being returned to the client. The firm, in its discretion, may apply the retainer against unpaid past due bills and may apply a cost retainer against unpaid attorney's fees.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. If we determine that research or other work can be efficiently handled by a law clerk or paralegal under an attorney's supervision, the time of the law clerk or paralegal will be billed at the lowest paralegal rate applicable to the nature of the services performed.

Of course, our hourly rates change periodically to account for increases in our cost of delivering legal services, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. You will be advised of any change in the hourly rate applicable to your matter. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual lawyer's activities on a matter in a single day is two-tenths of an hour.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in our firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. If that lawyer's regular office is in a location other than the Becker & Poliakoff, P.A. office in the city in which you are located, you will not be charged for his or her travel time except in the case of lawyers whose practice is concentrated in fields of law or whose expertise is greater than that generally available in the city in which you are located. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter, if and to the extent their services contributed to a favorable result for you. In an effort to maximize efficiency and improve the quality of legal services, we have made a substantial investment in the application of technology to the practice of law. A direct benefit of this technology is the ability to do research, compile documents and respond to client needs in a fraction of the time previously required; thereby substantially improving the quality of legal services while reducing the costs. To effectively utilize technology in the law office, there are on-going costs associated with system research, development, maintenance, upkeep, and staff training, as well as the time expended in developing the primary source documents. Accordingly, in situations in which a previously-developed work product is used as a primary source of a paralegal's or an attorney's work product, a value must be applied to the previously-developed work product. This process is known as value billing. Value billing is simply applying a weighted value to the time expended in providing legal services, which allocates a value for the previously-developed work product. The benefit to the client of a technologically-advanced firm is improved legal services tailored to the client's needs in a fraction of the time and at a fraction of the cost. In many matters, a weighted value (value billing) will be applied to a paralegal's or an attorney's efforts which utilize, as a primary source, a previously-developed work product. If you have any questions concerning the application of value billing to a specific matter being handled by us, please feel free to write or call the attorney handling your matter(s).

Expenses

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations we may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

Billing

We bill periodically throughout the engagement for a particular matter, and our monthly statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If our statement is not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within thirty (30) days from the date of the statement, we impose an interest charge of one and one-half (1.5%) percent per month (an eighteen [18%] percent annual percentage rate), from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past-due statements are applied first to the oldest outstanding statement. If you have given the Firm a deposit for attorneys' fees and/or costs that the Firm has deposited in our trust account which is designated for use in one matter, and you fail to pay attorneys' fees or costs for another matter the Firm is handling for you, the Firm shall have the option to disburse those funds to the Firm to pay outstanding attorneys' fees and costs in any other matter provided that attorneys' fees and costs in the other matter are more than 60 days past due. If collection activities are necessary, we will be entitled to reasonable attorneys' fees and costs, whether pre-trial, trial or appellate. Post-judgment interest shall accrue at the rate of eighteen (18%) percent per annum. In the event of a dispute over the amount of legal fees charged or the manner, nature or extent of legal services provided, YOU AGREE TO A WAIVER OF TRIAL BY JURY. In any such litigation, jurisdiction and venue will lie in the Judicial Circuit for Broward County, Florida, or the county where the Firm office is located that has provided the greatest amount of services to the Client, measured by the amount of the delinquent debt.

If you object to any portion of an invoice, you shall so notify the Firm within thirty (30) calendar days of receipt of the invoice. You shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. If no dispute is submitted within thirty (30) calendar days, the invoice will be considered due and payable and any dispute regarding the invoice that could have been detected within said thirty (30) day period shall be deemed waived.

Should the Firm cease to represent Client for any reason, including the Firm's voluntary withdrawal during the pendency of any action, and any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights retained herein.

Questions About Our Bills

We invite you to discuss freely with us any questions you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and we are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships With Other Clients

Because we are a large, multi-practice law firm with offices throughout Florida, in the U.S., and internationally, we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by our firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Becker & Poliakoff, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests, unless and until we make full disclosure to you of all relevant facts and circumstances of our undertaking the two representations, confirm to you in good faith that we have done so, and that the following criteria are met: (1) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (2) any confidential information we have received from you will not be available to the lawyers and other Becker & Poliakoff personnel involved in the representation of the other client; (3) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (4) the other client has also consented, in writing, and on our full disclosure of the relevant facts, circumstances, and implications of undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation, and that all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your rights under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Virus Protection

During the course of our engagement, we may exchange electronic versions of documents and emails with you using commercially available software. Unfortunately, the technology community is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. We take the issues raised by these viruses seriously and have invested in document and email scanning software that identifies and rejects files containing known viruses. We also update our system with the software of various vendors' current releases at regular intervals.

By utilizing this virus scanning software, our system may occasionally reject a communication you send to us. We in turn may send you something that is rejected by your system. We believe this infrequent occurrence is to be expected as part of the ordinary course of business.

Because the virus protection industry is generally one or two steps behind new viruses, we cannot guarantee that our communications and documents will always be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although we believe our virus protection measures are excellent, we can make no warranty that our documents will be virus free at all times.

Please inform us immediately in the event a virus enters your company's system via any electronic means originating from our Firm. Through cooperative efforts we can minimize any disruption to our communications.

Solicitation

We spend a great deal of time and resources to hire and train superior attorneys and employees who are able to provide you with legal services conforming to our high professional standards. Accordingly, in the event you solicit or hire a Firm attorney or employee during the time period we are representing you and for a period of six months thereafter, you agree you will pay the Firm an amount equivalent to twenty-five (25%) percent of that attorney or employee's first year of base salary with your organization (including any signing bonus), plus stock or equity in your organization equivalent to twenty-five (25%) percent of any stock or equity grant made as part of your hiring of such attorney or employee.

Termination

Upon completion of the matter(s) to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end, unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay our fees and expenses incurred prior to the termination.

* * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

Exhibit A

Funding Priorities Town of Lake Park



Office of the
Town Manager

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

The list below represents the priorities established by the Town Commission over the past several years. The purpose of the list of priorities is to provide guidance to the Lake Park delegation as legislative priorities are established for their respective districts. The demographics of the Town of Lake Park is greater than sixty percent minority. The town is a minority majority community. The town has the highest concentration of housing that is affordable to residents in Palm Beach County, East of Interstate 95.

The legislative priorities are as follows:

1. **Funding for drainage for Lakeshore Drive.** As the town completes its mixed use corridor initiative. The new ordinance will encourage significant investment including housing and commercial, retail development along US Route One. The right type of development along Lakeshore is inevitable as building height requirements increase, resulting in a larger footprint along US Route One. **The Town estimates total funding at \$8.25 million, requesting \$3.25 million.** Will seek grant funding at both State and Federal levels for the remaining funding over the next 2-3 year project completion period.
2. **Tenth Street Reclamation and Resurfacing.** Funding for 109th Street is critical to the town's plans to develop Class A Office Space along both sides of Tenth Street. This corridor stretches from Silver Beach to North Lake Blvd. In speaking with BDB, the area must develop Class A office space. This initiative requires communities like Lake Park to provide incentives for developers to build Class A Office Space. Funding for road resurfacing and reclamation will enable the town to market the tenth street corridor to developers. Class A office space will result in good paying jobs and significant private investment in Lake Park and Palm Beach County. **The Town estimates funding at \$4 million.**
3. **Funding for Industrial sewer initiatives.** There are sections of the town's existing industrial and commercial land that is not with sewer. Funding will permit the town to move forward to furnish sewer to those properties not with sewer. This will permit for higher density development in the industrial section of town. Commercial and industrial land east of I-95 is in high demand, the town can meet that demand, increase density development in the industrial area of Lake Park resulting in more jobs for local residents. **Seacoast Utilities Authorities estimates funding at \$1.3 million.**
4. **Fiber Optics in the Industrial Park.** Funding for Fiber Optics throughout the Industrial Park will attract higher paying employment opportunities to residents of Palm Beach County. As part of the town's need to upgrade infrastructure including sewer, roads and sidewalks, a significant amount of public funding is needed to prepare our industrial area for high tech, biotech and research and development employment opportunities. Fiber Optics connectivity for

businesses in the Industrial Park in Lake Park will result in reinvestment and development of existing properties. **Estimates are coming in at a million dollars a mile underground and \$500,000 above ground per mile.**

- a. **Providing Funding for Wi-Fi.** The town is seeking funds to provide Wi-Fi connectivity throughout the entire town. Residents and small mom and pop type businesses can have free access to Wi-Fi connectivity. Wi-Fi availability will encourage investment and reinvestment in Lake Park especially along the Park Avenue area of town. The town desires to market Park Avenue to Millennials who desire connectivity for work and enjoyment. Creating an open air environment with arts and entertainment along Park Avenue will be further enhanced with the availability of free Wi-Fi. **Funding is unknown at this time.**
5. **Infrastructure Funds to Create Marina Village.** The town is requesting infrastructure funds to create a Marina Village along that portion of Lakeshore Drive. The Village concept will enable vendors including food vendors/trucks to provide merchandise to area residents and the boating community at the Marina. The village concept will require existing streets to be redesigned and parking on existing town owned land maybe required. Since land in the area is in short supply, a parking garage maybe required as the town attracts open air markets, fresh vegetables, and entertainment and food vendors on weekends and major holidays. **The Town estimates funding at \$150,000.**
6. **Funding to develop linear pathways that connect existing open space park land in Lake Park.** Funding to create linear park paths that connect all of our neighborhood parks will encourage use and reuse of existing park land in town. **The Town estimates funding at between \$10 to \$15,000.**
7. **Funding to purchase Commercial Land to complete Park Avenue Extension.** The town is requesting eminent domain funding for one commercial property required to construct and complete the Park Avenue Extension project. This project is critical to the town and Palm Beach County. The estimated funding amount is \$4.5 million for acquisition of private property and purchase of right of way access.
8. **Funding for Public Space Lighting in our neighborhoods.** The Town is requesting capital funding for lighting throughout our high crime neighborhoods. Additional lighting will help the Palm Beach County Sheriff's Office with burglaries (Cars and Homes), drive by shootings and illicit drug sales all of which occur under the protection of darkness in Lake Park. **The Town estimates funding at \$8.3 million.**



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024
Originating Department: Special Events
Agenda Title: Neighborhood Block Party Grant Discussion

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

Cost of Item: _____ **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Town of Lake Park Neighborhood Block Party Grant Planning Guide
Town of Lake Park Neighborhood Block Party Acknowledgement Form

Please initial one:

_____ Yes I have notified everyone
 _____ X Not applicable in this case

Summary Explanation/Background:

As part of the FY 2024-2025 budget, the Town Commission has set aside \$5,000.00 for 10 individuals or groups to host a block party in their neighborhood. Town staff has developed the Neighborhood Block Party Grant Planning Guide to outline the requirements of the program. As part of the guide, some notable requirements include:

- The organizer must submit a Special Event Permit Application no later than 60 calendar days prior to the proposed event.
- Block Party events must take place January 1, 2025 – September 31, 2025, between the hours of 9:00 AM – 9:00 PM and must not interfere with bus or transit routes.
- All residents (property owner or tenant) on the block must sign the Neighborhood Block Party Acknowledgement Form. This ensures that everyone is aware of the event and agree to the street closure.

At this time, Town staff would like feedback from the Town Commission regarding the contents of the Neighborhood Block Party Grant Planning Guide.

Recommended Motion: No motion necessary



TOWN OF LAKE PARK NEIGHBORHOOD BLOCK PARTY ACKNOWLEDGEMENT FORM

**I acknowledge and agree to the closing of the block of the address
listed below on the date and times listed below for a block party.**

Name of Block Party Organizer: _____

Street to be Closed: _____ **From (Street):** _____ **To (Street):** _____

Date and Time of Block Party: _____

NAME	ADDRESS	SIGNATURE	DATE



TOWN OF LAKE PARK

NEIGHBORHOOD BLOCK PARTY GRANT PLANNING GUIDE

FY 2024-2025

The Town of Lake Park is excited to offer a new opportunity for residents to host an evening of family, friendship and fun right on their own block. Block parties are a great way for neighbors to come together, build relationships, and engage in family-fun activities. Hosting a block party creates a venue to help foster the kind of trust and connection on which strong communities are built. Civic engagement is more than just a commitment to show up at the ballot box on voting day. Embracing the full power and possibility of our future requires that we each contribute to, and cherish, our wider community. We hope that our Neighborhood Block Party Planning Guide will help you get to know your neighbors and experience the joy of building a stronger community, and a brighter future, together.

NEIGHBORHOOD BLOCK PARTY PLANNING

10 REASONS TO HAVE A NEIGHBORHOOD BLOCK PARTY

- To have fun – no excuses or reasons are needed to celebrate.
- To provide an opportunity to get to know your neighbors.
- To establish friendships.
- To increase the sense of belonging to a community.
- To learn a little about each other and know who might need a little extra help from time to time.
- To meet neighbors on your block that might be able to help put up your hurricane shutters, assist you with a gardening project, or lend you that needed ingredient for your recipe.
- To encourage neighbors to look after the neighborhood.
- To help with safety/crime prevention by knowing who lives where and who does not.
- To increase security by knowing each other's schedules.
- To learn more about your town's history.

BEFORE YOU GET STARTED

- Any individual or group that is interested in hosting a block party on a public street or sidewalk will need to obtain a Special Event Permit and pay the \$50.00 application fee.
- Applying for this permit is easy and can be done by contacting the Special Events Department at 561-840-0160 or specialevents@lakeparkflorida.gov. The application will address certain issues including tents, tables, chairs, music, food, street closures, bounce houses and other items that may be essential to a block party.
- All applications must be submitted at least **60 calendar days** before your scheduled event to give Town staff sufficient time to review and approve the application.
- A total of 10 grants will be awarded on a first-come, first-served basis. Each grant will reimburse eligible expenses up to \$500.00.
- Events must take place January 1, 2025 – September 31, 2025.
- **Eligible expenses include:** music, entertainment, performers, decorations, food, paper goods, door prizes, bounce houses.
- **Ineligible expenses include:** alcohol, tents, tables, chairs, stages, risers, permanent play equipment.
- The block party must occur in a residential neighborhood and be organized by a resident in that perspective neighborhood.
- Neighborhoods will receive one block party grant per party each year.

- The Block Party Grant is a reimbursement grant.
- Block Party events must occur between the hours of 9:00 AM – 9:00 PM and must not interfere with bus or transit routes.
- Organizers must allow all residents in neighborhood to participate in the block party.
- The event must be free to attend and cannot be used as a fundraiser. Private events are not allowed.
- The organizer of the block party assumes all responsibility for any damages in the public right-of-way and cleanup of the impacted areas following the event. The organizer will be billed for the cost of cleanup if Town resources are required.
- As a safety precaution, your street will need to close for the event and may require a Maintenance of Traffic (MOT) Plan. Town staff will assist the organizer with obtaining an MOT and may be able to provide barricades and cones on a case-by-case basis.
- **All residents (property owner or tenant) on the block must sign the Block Party Acknowledgement Form** that they are aware and agree to the street closing for the block party.

PLAN WITH A TEAM

Before you begin planning an event on your own, speak with your neighbors and recruit a few to help plan your block party. Consider hosting a neighborhood meeting to discuss details and divide responsibilities. Some things to consider are:

- Pick a date between January 1, 2025 – September 31, 2025 and a rain date in case of inclement weather, street construction or other competing events.
- Decide on the scale and size of the event based on shared goals and timeframe.
- Have a sign-in sheet and get everyone's contact information to coordinate planning for the event and stay in touch afterwards about neighborhood news and other events.
- Choose who will be in charge of which tasks.
- Give people the option to stop by for a short time or stay for the whole day.

NEIGHBORHOOD BLOCK PARTY ACTIVITY IDEAS

Plan a BBQ	Make It a Potluck	Play Board Games
Host an Outdoor Movie	Set Up a Drink Station	Play Carnival Games
Create Chalk Art	Host a Competition	Set Up a Arts & Crafts Station
Host a Competition	Plan a Scavenger Hunt	Give Party Favors

SUPPLIES AND OUTREACH

BORROW, RENT AND BUY MATERIALS

- Determine what type of materials you need and create a list. This may include tents, tables, chairs, food, drinks, games, activities, barricades, cones, signage etc.
- Ask neighbor and friends if they have items they can lend or contribute.
- Make sure to keep your receipts for any items purchased for the block party. You will need proof to receive the \$500.00 reimbursement for all eligible items.
- Prepare proper health and safety measures including masks, gloves, hand sanitizer and disinfectant.

SAMPLE SUPPLY LIST

Hot Dogs & Buns	Tents	Plates	Trash Bins	Extension Cords
Hamburgers & Buns	Tables & Chairs	Cups	Recycling Bins	Music/Speakers
Chips & Snacks	Ice	Napkins	Trash Bags	Decorations
Desserts	Coolers	Utensils	Hand Sanitizer	Games & Activities

SPREAD THE WORD

Design an event flyer that can be emailed, shared on social media, dropped off at doorsteps and passed out at other events. You can also use one of the sample flyers provided by the Town of Lake Park Special Events Department.

SAFETY TIPS

- Keep doors locked to your homes and vehicles during the event.
- Work with staff, PBSO and Palm Beach County Fire Rescue to make sure that emergency vehicles are able to access your area.
- Remind neighbors to move their vehicles from the street before the party begins.
- Do not dump waste materials into storm drains.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Originating Department: Public Works

Agenda Title: Inform the Commission that the Town has received the Historic Preservation Grant funds for the design phase of ADA improvements to the Town Hall.

Approved by Town Manager: **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 ou=Assistant Town Manager/Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.12.06 11:52:23 -05'00'

Cost of Item: \$30,562 **Funding Source:** Special Projects

Account Number: 301-521-301-63100 **Finance Signature:** Jeff DaSilva

Digitally signed by Jeff DaSilva
 DN: cn=Jeff DaSilva, o=Town of Lake
 Park, ou=Finance Department,
 email=jdasilva@lakeparkflorida.gov,
 c=US
 Date: 2024.12.06 11:47:19 -05'00'

Advertised:

Date: N/A **Newspaper:**

Attachments:

Please initial one:

Yes, I have notified everyone.

JM Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park was awarded a Historic Preservation Grant from the State of Florida, Division of Historical Resources, to support ADA compliance improvements at Town Hall. The project focuses on designing new ADA-compliant doors and an accessible walkway to enhance accessibility while preserving the building's historic integrity.

The grant agreement, previously approved by the Commission on September 04, 2024, stipulates a total project budget of \$30,562, with \$15,281 funded by the grant and an equal \$15,281 to be provided as matching funds by the Town. Now that the grant funds have been received, the staff is ready to proceed with the procurement of architectural services in accordance with the grant agreement requirements. This update serves to inform the Commission of the project's status and the next steps.

Recommended Motion:

1. Authorize staff to proceed with the procurement process for architectural services in accordance with the grant agreement.

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Town of Lake Park
25.h.sm.100.077

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

The Grantee has been awarded a Small Matching Grant by the Division, grant number 25.h.sm.100.077 for the Project "Building Preservation And Compliance Improvements To Lake Park Town Hall," in the amount of \$15,281 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3226, contained in the 2025 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

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

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

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

Grant funds will be used to procure architectural/engineering services to produce 100% construction drawings, including as built drawings with elevations, for the restoration of the Lake Park Town Hall. Grant funds will also be used for grant administration and the preparation of a Florida Master Site File form for the building.

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

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

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Submit a copy of the professional architect/engineer's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of the professional architect/engineer's credentials; One (1) digital copy of the project timeline.	\$3,820
2	Fixed Price	Submit a copy of the completed as built drawings with elevations to the Division for review and approval.	One (1) digital copy of the completed as built drawings with elevations.	\$3,820

3	Fixed Price	Submit a copy of the 50% complete construction documents to the Division for review and approval.	One (1) digital copy of 50% complete construction documents.	\$3,820
4	Fixed Price	Submit a copy of the 100% complete construction documents and a completed Florida Master Site File form for the building, to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) digital copy of the 100% complete construction drawings; One (1) digital copy of the completed Florida Master site File form; One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$3,821
Totals				\$15,281

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

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/25, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Alexa Wilson
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6372
Email: Alexa.Wilson@dos.myflorida.com

For the Grantee:

Contact: John Wille

Address: 535 Park Avenue Lake Park Florida 33403

Phone: 561.881.3345

Email: jwille@lakeparkflorida.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docssf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-depositvendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of

disbursement.

- b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

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

9. Additional Special Conditions.

Planning Projects.

- a) The Grantee shall submit planning project contracts to the Division for review and approval prior to execution
- b) For planning projects, the Grantee shall follow the planning documents as outlined in the guidelines found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the

encumbrance deadline indicated above.

- b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

- a) Total Compensation Paid to Non-Profit Personnel Report:

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

"State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- b) **First Project Progress Report** is due by October 31, for the period ending September 30.
- c) **Second Project Progress Report** is due by January 31, for the period ending December 31.
- d) **Third Project Progress Report** is due by April 30, for the period ending March 31.
- e) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. Matching Funds. The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the

Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/stateagencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
 - a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
 - c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;
 - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/orgs/1739/secretarystandards-treatment-historic-properties> or applicable industry standards;
 - g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
 - h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;

- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs;
- o) Capital improvements to property;
- p) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- q) Planning for accessibility improvements for Religious Properties;
- r) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division;
- s) Equipment
 - 1. Purchase of all equipment directly or indirectly related to the project is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools, unless specific prior approval has been granted by the Division
 - 2. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental

in the region Approved special equipment purchased with grant funds that cost more than \$5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment

- t) Supplies that will not be consumed in use during the duration of this project;
- u) Maintenance of boats, cars, trailers or other vehicles;
- v) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- w) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- x) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:
- a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Accounting Documentation** For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:
- a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
 - b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the

hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If donated in-kind, justify the donated hourly value.

- c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.

27. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
28. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
29. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
30. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
 - a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement,

including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

31. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
32. **No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:
 - a) No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status
33. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
34. **Termination of Agreement.**
 - a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

- 35. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 36. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 37. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.
- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
 - b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:
 - 1. Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
 - ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - 2. Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.
 - c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.002 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.
- 38. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions.

The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

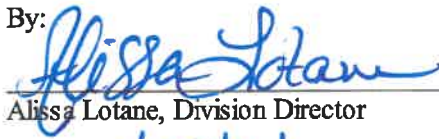
39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.
43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
44. **Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
45. **Restrictive Covenants.** In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.
46. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)
- d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the 2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:



Alissa Lotane, Division Director

Date

10/25/24

Grantee:

By:



Authorizing Official for the Grantee

Roger Michaud, Mayor

Typed name and title

9-4-24

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Grant administration including preparation of a Florida Master Site File form	\$370	\$370	\$0
Construction drawings including as built drawings with elevations	\$14,911	\$14,911	\$0
Totals	\$15,281	\$15,281	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

Part I: Federally Funded

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

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

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

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

Part II: State Funded

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

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

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

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the <https://dosgrants.com/> grants management system.

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

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

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the <https://dosgrants.com/> grants management system.
 2. The Auditor General's Office at the following address:

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

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

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

Part V: Record Retention

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

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

Not applicable.

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

Not applicable.

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

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$15,281

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

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

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:			
Title:			
Agency Agreement/Contract #			
Total Contract Amount			
Contract Term:			
Invoice Number			
Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
Name:			
Signature:			
Title:			
Date:			



State of Florida

Chief Financial Officer
 Department of Financial Services
 Bureau of Accounting
 200 East Gaines Street
 Tallahassee, FL 32399-0354

Telephone: (850) 413-5519 Fax: (850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-6000355

IRS Name: TOWN OF LAKE PARK

Address: 535 PARK AVENUE
 LAKE PARK, FL
 33403-0000

Attention Of: FINANCE

In Care Of: BARBARA GOULD

Business Designation: Government Entity

Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. I am **not** subject to backup withholding because:
 - (a) I am exempt from backup withholding **or**
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
 - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: BARBARA GOULD

Preparer's Title: ASSISTANT FINANCE DIRECTOR

Phone: 561-841-0393

Email: bgould@LAKEPARKFLORIDA.GOV

Date Submitted: 01/17/2023



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute the Town Consent Agreement between Forest Development P3 LPM, LLC and the Town of Lake Park

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

Approved by Town Manager

**Bambi
McKibbon-Turner**

Date:

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of
 Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.12.09 16:14:15 -05'00'

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

Originating Department: Town Attorney	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<u>Attachments:</u> Resolution and Copy of Town Consent
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone __BMT__ OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Forest Development is requesting that the Town Commission acknowledge and consent to the developer having partners for the four components of the project. The Comprehensive Agreement does not specifically address this arrangement. Articles 22.2. and 22.3 only address the “transfer” of control of the project. Depending upon the nature of the transfer, the Town Commission’s consent is necessary.

The developer is not actually proposing to transfer his control over the project. Mr. Peter Baytarian will remain the manager of the four separate Limited Liability Corporations who are developing the four components. The entities that will be constructing the components of the project would like the Town to acknowledge and consent to their being “partners” with Mr. Baytarian. Because of the expense and scale of the project, the entities who may be investing in a component require some assurance that they have an ownership stake in the component. For example, a hotel company would naturally expect to have the ability to make decisions in the development and operation of its hotel. This is reasonable given that the hotel “partner” will be investing substantial financial resources in the development of a hotel.

The Town Attorney has reviewed the Consent agreement and recommends that the Town Commission accept the agreement and authorize the mayor to execute it on behalf of the Town.

Recommended Motion: I move to adopt Resolution _____.

RESOLUTION 118-12-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TOWN CONSENT BETWEEN FOREST DEVELOPMENT P3 LPM, LLC AND THE TOWN OF LAKE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on August 2, 2023, the Town of Lake Park entered into a Comprehensive Agreement with Forest Development P3 LPM, LLC (the "Developer") for the development of the Lake Park Harbor Marina consisting of four separate components commonly referred to as the "Hotel Component," the "Boat Storage Component," the "Public Marina Component," and the "Marina Restaurant Component"; and

WHEREAS, the Developer is now seeking to enter into a Town Consent agreement ("Consent"), a copy of which is attached hereto and incorporated herein as Exhibit A, the purpose of which is to consent to the Developer having partners for the four components of the Marina development project; and

WHEREAS, the P3 Comprehensive Agreement entered into on August 2, 2023 between the Developer and the Town of Lake Park does not specifically address such arrangement.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to executive the Town Consent.

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

TOWN CONSENT

THIS TOWN CONSENT (“**Consent**”) is executed and made effective as of this ____ day of _____, 2024 (the “**Effective Date**”), by the **TOWN OF LAKE PARK**, a Florida municipal corporation (the “**Town**”).

W I T N E S S E T H:

WHEREAS, Forest Development P3 LPM, LLC, a Florida limited liability company (the “**Developer**”), entered into that certain Comprehensive Agreement with the Town dated as of August 2, 2023 (the “**Comprehensive Agreement**”);

WHEREAS, the Comprehensive Agreement provides for certain obligations for both the Town and the Developer regarding the development of a mixed-use development project (the “**Project**”) consisting of a variety of uses including, but not limited to, commercial, retail, office, restaurant, hotel, public marina, boat storage and other public uses;

WHEREAS, the Comprehensive Agreement contemplates for the Developer or its Affiliates to construct the mixed-use Project consisting of four (4) separate components commonly referred to as the “Hotel Component,” the “Boat Storage Component,” the “Public Marina Component,” and the “Marina Restaurant Component” (as said components are further defined in the Comprehensive Agreement);

WHEREAS, the Town and the Developer’s present Affiliates have entered into four (4) separate ground lease agreements for each component of the Project, as contemplated by the Comprehensive Agreement; the said Affiliates are: FD P3 LP Boat Storage, LLC; FD P3 LP Marina, LLC; FD P3 LP Hotel, LLC; and FD P3 LP Restaurant, LLC (collectively the “**Component Affiliates**” and each a “**Component Affiliate**”);

WHEREAS, Section 22.3(a) of the Comprehensive Agreement provides that Developer may, without prior approval of the Town Commission, transfer, license, lease, sublease, and/or assign, its rights and interests of the Comprehensive Agreement and any Ground Lease to an Affiliate, provided that Developer remains the manager of such Affiliate; and

WHEREAS, notwithstanding the express exemption from Town Commission approval set forth in Section 22.3(a) of the Comprehensive Agreement, Developer has requested for Town to execute this Consent to acknowledge Developer’s right to transfer a portion or portion(s) of its rights and interests under the Comprehensive Agreement and/or a Ground Lease to an entity (“**Holding Company**”) which Peter Baytarian or any entity owned or controlled by him (“**Baytarian Entity**”) is a principal of such entity, where a Baytarian Entity is a manager of such entity and a third party (“**Partner Entity**”), directly or indirectly, is a principal and a co-manager of such entity, and where the Baytarian Entity is the development manager and the Partner Entity could possibly be the property manager of such entity; and

WHEREAS, the Holding Company shall own one or more of the Component Affiliates; and

WHEREAS, Town is willing to acknowledge, accept, approve, and consent to the transfer(s) as further set forth in this Consent.

NOW, THEREFORE, for and in consideration of the covenants set forth in this Consent, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, intending to be legally bound, agrees as follows:

In the event (i) Developer (or Peter Baytarian) shall not directly or indirectly remain one or more of the managers controlling the applicable Component Affiliate, or (ii) Peter Baytarian shall not remain directly or indirectly a principal of such Component Affiliate, or the entity which owns such Component Affiliate, then to the extent required under the Comprehensive Agreement, the Town's consent to such transfer shall be required, which consent shall not be unreasonably withheld or delayed.

While not required, pursuant to the terms of the Comprehensive Agreement, Developer has informed the Town and asked the Town to consent to Developer's plan to bring in a partner (or multiple partners) to work together with the Developer to directly or indirectly own one or more of the Component Affiliates, to operate each of the applicable Components through the applicable Component Affiliates, and/or to grant Developer the option to assign Developer's rights with respect to such Component to each Component Affiliate. The Partner Entity may (i) invest capital into one or more of the Components and/or Component Affiliates by directly or indirectly funding a Holding Company which owns such Component Affiliate(s), (ii) be a co-manager with the Baytarian Entity in an entity which directly or indirectly is the entity which owns such Component Affiliate, or (iii) be a co-manager and directly or indirectly be the property manager of such entity that directly or indirectly owns such Component Affiliate.

Based upon the foregoing, the Town, by its execution below, hereby expressly consents to the foregoing and to each such Component Affiliate's rights to assign its rights under the applicable Component and Ground Lease related thereto as provided in each applicable Ground Lease.

IN WITNESS WHEREOF, Town has executed this Consent on the day and year first above written.

TOWN OF LAKE PARK, FLORIDA,
a Florida municipal corporation

By: _____
City Manager

Attest:

By: _____
Town Clerk

Acknowledged by:

FOREST DEVELOPMENT P3 LPM, LLC

By: _____
Name: Peter Baytarian
Title: Manager



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2024

Agenda Item No.

Agenda Title: Presentation by Palm Beach County on the Lake Park Scrub Natural Area Proposed Public Use Improvements and Management Plan Text Amendments.

☐ SPECIAL PRESENTATION/REPORTS ☐ CONSENT AGENDA
☐ BOARD APPOINTMENT ☐ OLD BUSINESS
☐ ORDINANCE
☒ **NEW BUSINESS**
☐ OTHER: RESOLUTION

Approved by Town Manager Bambi McKibbon-Turner

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 ou=Assistant Town Manager/Human Resources
 Director, email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.12.11 11:48:00 -05'00'

Nadia Di Tommaso / Community Development Director

Name/Title

Originating Department: Community Development	Costs: N/A at this time Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Powerpoint Presentation by Palm Beach County → Proposed Executive Summary & Text Amendments to the Management Plan → Interlocal Agreement
Advertised: Date: N/A Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

This request was initiated by Palm Beach County. In 2015, the Town Commission reviewed a request from Palm Beach County regarding the proposed relocation of the planned parking lot improvements and other improvements to the Lake Park Scrub Natural Area. At that time, the Town Commission expressed concerns with the proposed Silver Beach location for the parking lot, and the Town Commission requested that the County revisit the proposal to determine if a northern location along Joule Road could be possible. In light of these discussions, the County missed their deadline for a grant opportunity that would have enabled the improvements to move forward at that time. Recently, the County was presented with a new grant opportunity therefore, they resumed their analysis of the property.

Earlier this year, the previous Town Manager met with County Staff and County Administrator, Verdenia Baker, to discuss the improvements to the Lake Park Scrub Natural Area. Based on the information received at that meeting regarding the inability to construct a parking lot on the north

side (due to line of sight/public safety concerns, elevation differences and larger than expected impacts to the Natural Area), and having to focus on the Silver Beach side to ensure the improvements could move forward, the Town Manager agreed to the County's approach and advised the County to bring this back to the Town Commission for reconsideration.

As part of this agenda item, the County will be re-introducing the proposal and provide explanations on their analysis for the improvements to the Lake Park Scrub Natural Area. Enclosed is a copy of the County's presentation. Once again, the County's timeline is tight and since they recently approached Town Staff with their new plan, Staff decided to place this item on the first available Commission agenda, understanding that the Town Commission's input is not only crucial, but required per the Interlocal Agreement as it relates to the proposed access points. In light of the County's upcoming deadline of February 2025 to submit their grant application that will aim to fund the improvements, the County is seeking consensus from the Town Commission on their proposed improvements. The County also intends on having a public outreach meeting in January 2025 to seek additional feedback. Their preference however is to first ensure that the Town Commission is comfortable with the proposal. The County informed Staff that a formal resolution of support is not needed at this time and that consensus at a public meeting will suffice. Once their grant funds are approved, the improvement plans will be formally routed through the required Town approval process.

Additional Background: In 2003/2004, the Town entered into an Interlocal Agreement with Palm Beach County and the State of Florida on the Lake Park Scrub Natural Area, for which a management plan was created. This management plan remains unchanged until now. It was created to identify the Lake Park Scrub Area as a Conservation site and identifies the overall management activities, monitoring requirements, resource enhancement controls and future structure and improvement requirements. In 2014, PBC ERM and the Town received correspondence from the Florida Communities Trust (FCT) indicating that they were in significant non-compliance of their grant contract since the intended public use facilities outlined in the future structure and improvement requirements of the 2004 management plan, never moved forward.

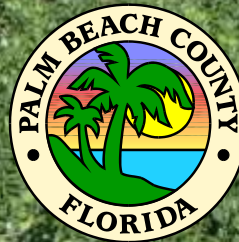
Consequently, the County submitted an application to the Town proposing improvements in 2015. At that time, the proposed parking lot was being proposed adjacent to Silver Beach Road and PBC DERM had coordinated with PBC Roadway construction to ensure their proposed alignment would be consistent with the Silver Beach roadway improvement plans. The original intent of the Management Plan identified a parking lot along the northern boundary of the Natural Area, adjacent to Joule Road and the future Park Avenue extension road. In an attempt to expedite the improvements and adhere to the FCT grant requirements at that time, the County proposed to construct the public use facilities with access from Silver Beach Road (since the Park Avenue Extension Road had not yet been finalized). In 2015, PBC ERM was still committed to create a future access along the Park Avenue extension road once the extension was completed. However, during the 2024 internal meeting, County Engineers made it clear that future access from the proposed Park Avenue extension is not practicable due to road design requirements and public safety concerns.

Recommended Motion: I MOVE TO ACCEPT THE COUNTY'S REQUEST TO MOVE FORWARD WITH THE PROPOSED TEXT AMENDMENTS TO THE SCRUB AREA MANAGEMENT PLAN IN ORDER TO ENABLE THE IMPROVEMENTS AS PRESENTED.



Lake Park Scrub Natural Area Management Plan Amendments

Town of Lake Park Commissioners Meeting
December 18, 2024



Deborah Drum, Director, Environmental Resources Management
Sandy Mann, Principal Planner, Environmental Resources Management

Management Plan Figure Amendment – the figure on the left will be replaced with the figure on the right

Item 18.

Figure 3
Master Site Plan for the Lake Park Scrub Natural Area

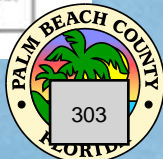


2004

Figure 3
Conceptual Site Plan for Lake Park Scrub Natural Area

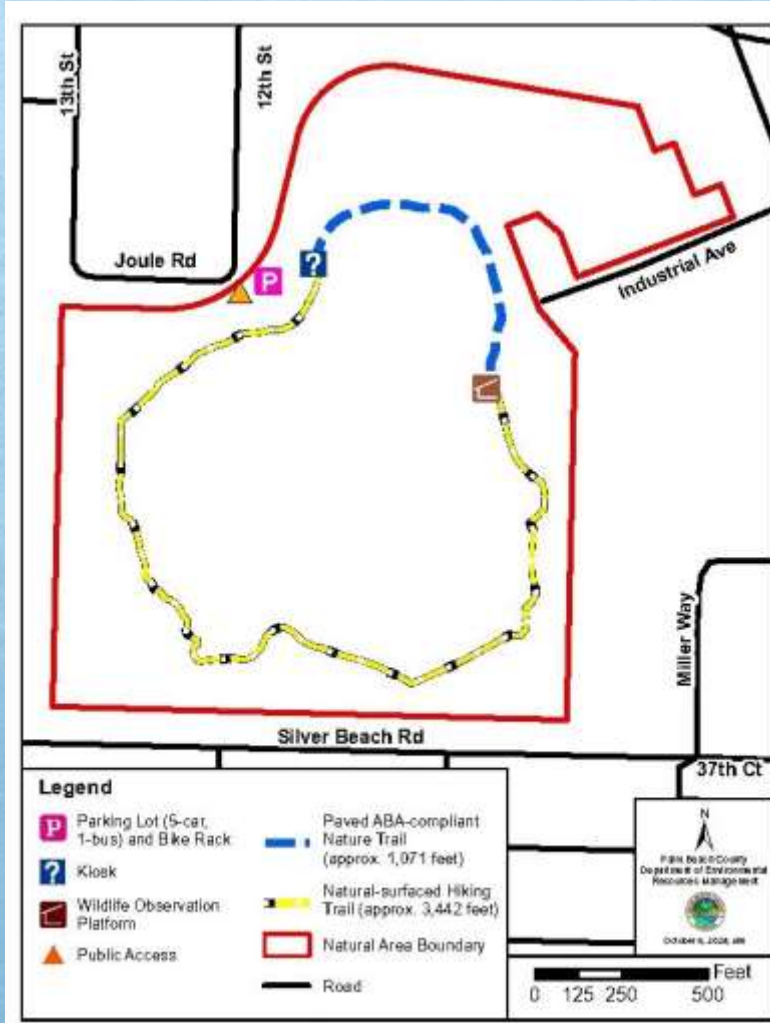


2025

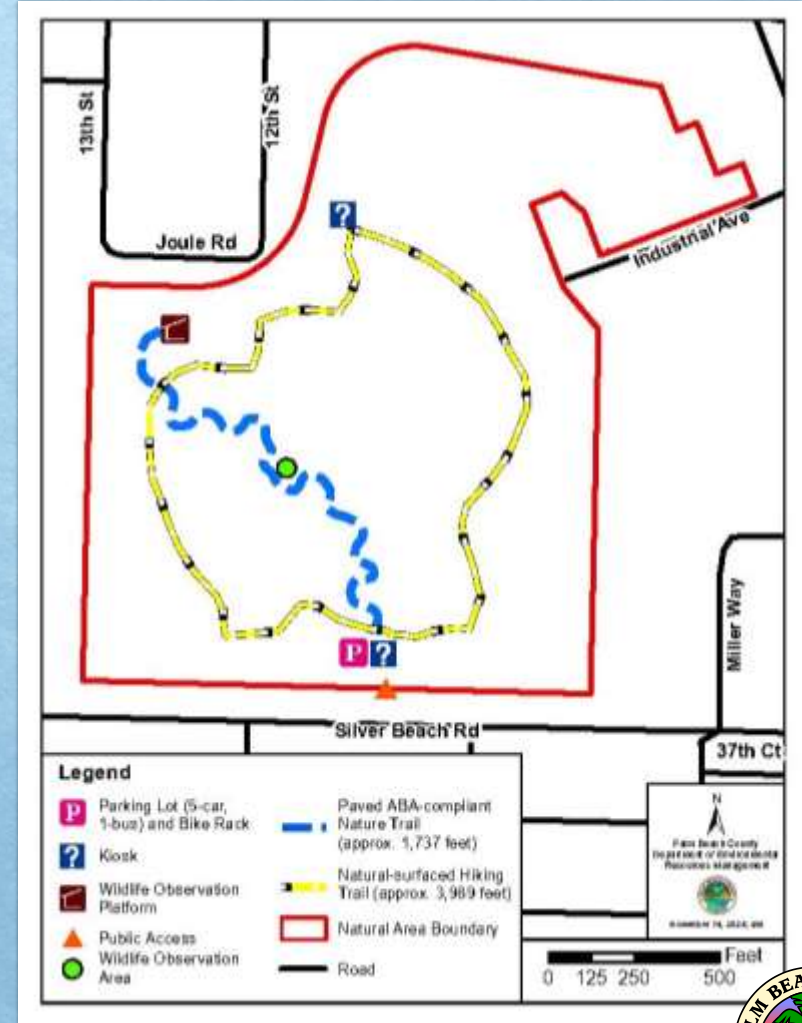


Approved 2004 Master Site Plan and 2025 Proposed Conceptual Site Plan for Lake Park Scrub Natural Area (shown without the aerial photograph to more clearly depict the conceptual public use facilities)

Item 18.



2004

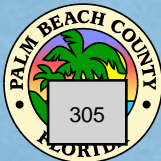


2025

Management Plan Text Amendments

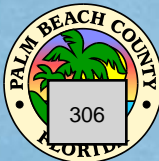
Proposed changes to the management plan text include:

- Relocate the parking lot from the northwest portion of the site to the south-central portion
- Reduce the size of the parking lot from a 10-car, 2-bus parking lot to a 5-car, 1 bus parking lot to reduced impacts to endangered habitat
- Add a kiosk at the northernmost point of the hiking trail to provide information on the historical features of the site



Management Plan Text Amendments (Cont.)

- Add an uncovered wildlife observation area along the nature trail to meet Florida Communities Trust Grant Award Agreement requirements and provide a resting area for people with mobility disabilities
- Relocate the covered wildlife observation platform to an area with a higher elevation to improve visitor experience
- Increase the length of the paved, accessible nature trail and natural-surfaced hiking trail by approximately 737 and 293 feet, respectively, to improve visitor experience



Questions?

Item 18.



EXECUTIVE SUMMARY

The Lake Park Scrub Natural Area is located in the Town of Lake Park in Palm Beach County, Florida. This 56.51-acre site in the northeastern portion of the county has been acquired as a natural area by Palm Beach County. The natural area was purchased in July 2000 and January 2001. Funds were provided from the Palm Beach County Conservation Lands Bond Issue Referendum of March 9, 1999. Matching funds for the acquisition have been approved by the Florida Communities Trust through its Florida Forever Program. The primary purpose of acquiring this natural area is to preserve important remnants of high-quality scrub, scrubby flatwoods, and mesic flatwoods vegetation communities. The secondary purposes are to provide for passive recreation, environmental education, and scientific research.

The acquisition of the project site and associated activities will assist the Town of Lake Park and Palm Beach County to implement several policies within their respective Comprehensive Plans. The natural area is located in the Eastward Ho! Corridor, and a low income community. Portions of the site are located in a Community Redevelopment Area, as designated by the Town in 1996. All of these areas are considered to be priority investment areas.

Scrub and scrubby flatwoods are the predominant natural communities found on the site, with smaller areas of mesic flatwoods, former wet prairie and disturbed scrub communities present. Scrub is one of the rarest natural communities in the state of Florida. Scrubby flatwoods also are considered to be very rare in the state. The acquisition and management of this site preserves important habitat for rare plant and animal species, including six plant and three animal species that have been listed by at least one government agency or nonprofit environmental organization.

Fire exclusion, off-road vehicle (ORV) trespass, exotic pest plant invasions, soil removal, industrial development, hydrological modifications, placement of fill materials, illegal dumping and construction of adjacent roads and buildings have all impacted this site. The managers of this site also face special challenges unique to fragmented natural communities located within urban and suburban environments. In recognition of the significance of the natural vegetation communities on the site, public use must remain limited to passive, non-consumptive recreation, and environmental education, and scientific study. Footpaths, a handicapped-accessible nature trail, ~~and covered~~ wildlife observation platform, uncovered wildlife observation area and interpretive displays will provide a valuable opportunity for the public to observe the site's distinctive natural communities and species, while also imparting an appreciation of their biological uniqueness. Scientific research will include monitoring of populations of rare and/or endemic species and evaluation of restoration and management activities.

LIST OF FIGURES

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5. SOILS MAP	12-5
6. 100-YEAR FLOODPLAIN MAP 12-6	

3. STRUCTURES AND IMPROVEMENTS

3.1 EXISTING AND PROPOSED PHYSICAL IMPROVEMENTS

The only structures and improvements currently on the Lake Park Scrub Natural Area are concrete slabs, vaults, and foundations in the northeastern portion of the site, along with a short brick wall. These structures were left over from Kelsey City industrial buildings destroyed in the 1928 hurricane. They are located in the Baxter tract, which is not part of the FCT project site. A short section of the shellrock road Industrial Avenue is located within the project site. Water mains and fire hydrants are located along Industrial Avenue and 12th Street, with storm sewers present along 12th Street.

Disturbed areas exist mostly on the perimeter of the site, and the perimeter firebreaks and fencing will be located within these areas as much as possible. No listed species were found in these disturbed perimeter areas, except for a few scattered plants of wild pine species and large-flowered rosemary, and an occasional foraging gopher tortoise. Many of the proposed improvements, including the hiking trail and nature trail, will be sited within disturbed areas and on existing trails where possible. Although listed species have not been observed within the areas proposed for the public use facilities, these improvements will be sited to minimize impacts to any listed species that may subsequently be observed in these areas. Listed plants will be relocated on the site as necessary.

The major proposed structures and improvements are described in the following sections and shown on the ~~master-conceptual~~ site plan (Figure 3). Only structures and improvements that will help to achieve the goals of preserving and restoring the natural resources of the Lake Park Scrub Natural Area and providing for compatible public uses are proposed. Restroom facilities are not planned for this site as they are readily available in nearby commercial businesses. Proposed public-use facilities (i.e., the accessible nature trail and the parking ~~arealot~~) will fulfill Americans with Disabilities Act (ADA) requirements. All proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies and experts.

Written approval from FCT will be requested prior to the construction or installation of any buildings, structures, improvements, or signs and for any removal of native vegetation or major land alteration not discussed in this management plan, and for any other significant revision of the management plan. All improvements and major land alterations will comply with applicable local, state, regional and federal laws and regulations. All required licenses and permits will be obtained prior to the commencement of any construction or major land alterations. A Town building permit is

needed for construction of the public use facilities. An environmental resource permit from the South Florida Water Management District may be necessary for wetland restoration activities.

3.1.1 Fencing and Gates

Due to the previous incidence of undesirable off-road vehicle traffic, as well as the illegal dumping of trash, the entire natural area will need to be fenced. Fencing, together with boundary roads and firebreaks, will shut off ORV access to the site and help to control the dumping of debris. Nearly all of the existing fencing on the site is not located on the natural area's boundaries and will be removed. Field fencing was installed on the western boundary of the site (Figure 3). A 6-foot green-vinyl-coated chain-link fence was installed in March 2003 along the eastern boundary of the site where no chain-link fencing is present. Where the sheet metal fencing/concrete wall along the automobile junkyards is present and in good condition, no chain-link fencing will be installed. Three-rail post-and-rail fencing with wire mesh backing will be installed along the northern border of the site adjacent to the right-of-way for the proposed extension of Park Avenue and has been installed on the southern boundary adjacent to Silver Beach Road. Two-rail post-and-rail fencing will be installed around the perimeter of the parking area-lot to limit vehicles to the parking area-lot only. All fencing and gates will be installed within disturbed perimeter areas whenever possible, to minimize impacts on intact natural communities.

Eight gates are proposed (Figure 3). Management access gates will be installed in the chain-link fence at the end of Industrial Avenue and at the easternmost corner of the site just north of Industrial Avenue. These gates will allow vehicle access to the boundary firebreaks and other management roads. Two steel farm gates will be installed in the post-and-rail field fencing along Silver Beach Road at the southeast and southwest corners of the site to provide management access to the perimeter and interior management road/firebreaks. When the parking area-lot is constructed, steel farm gates will be installed placed in the northern and southern ends as needed along the edges of the parking area-lot to provide management access from the parking area-lot to the perimeter and interior management road/firebreaks. ~~An existing steel farm gate at the intersection of 12th Street and Jule Road will be maintained until the parking area gates are installed.~~ Two 16-foot-wide steel swing gates will be installed in the perimeter post-and-rail fence on the entry and exit drives to the parking area-lot from ~~12th Street~~ Silver Beach Road.

3.1.2 Signs

Six types of signs are proposed for the Lake Park Scrub Natural Area. All will identify the site as being publicly owned and operated as a natural area and passive outdoor recreation site. Temporary

signs identifying the site as a natural area were installed on each corner of the site one month after each individual tract was acquired. A permanent recognition sign at least 2 by 3 feet in size will be maintained in the entrance area on the project site that identifies the site as a natural area open to the public, as having been purchased with funds from Florida Communities Trust and the County, and as being managed by the County and the Town. An entrance sign will be co-located with the permanent recognition sign. A main gate sign will be installed to specify the hours of operation and provide general information about the site. Perimeter signs have been placed along the site's boundaries at intervals of no greater than 500 feet; these signs state that the Lake Park Scrub Natural Area is a protected natural area and cite appropriate Town and County ordinances. Markers will be installed along the nature trail, with station numbers corresponding to an interpretive guide. Sign installations will not significantly disturb any natural communities on the site.

3.1.3 Interpretive Facilities

~~Two~~One educational kiosks will be constructed on the project site - one adjacent to the public parking ~~area~~lot and near the entrance of the nature trail and one near the northernmost reach of the natural-surfaced hiking trail (Figure 3). ~~These~~is kiosks will provide general information about the natural area, such as the geologic origins of the site, its topographic features, aquifer recharge significance, natural communities, listed species and their habitat, and or other natural and historical features of interpretive value. The kiosks will be constructed within disturbed areas as much as possible to minimize impacts to any intact natural communities.

3.1.4 Boundary and Management Roads and Firebreaks

A boundary management road and firebreak system will be established on the perimeter of each of the three management units (Figure 4). These roads will be accessed from the six maintenance access gates. All boundary/management roads and firebreaks will be located in disturbed perimeter areas or on existing trails as much as possible. Prior to construction, all boundary/management road/firebreak locations will be surveyed for listed species. Any listed species present within the proposed road/firebreak area will be avoided if possible, or relocated on the site if necessary.

Boundary/management roads/firebreaks will provide numerous benefits, including more rapid access in the event of a wildfire, protection of adjacent areas from wildfire, and facilitation of the monitoring of dumping and other illegal activities along the preserve edge. These roads/firebreaks will be unimproved sand roads and will be no more than 15 feet wide, which is the standard width of boundary firebreaks used by the Florida Department of Environmental Protection (FDEP) on state lands. The firebreak/management roads are to be used primarily for resource management and onsite

monitoring. Prior to a prescribed burn, the roads will be widened beyond a minimum 10-foot maintenance width to serve as firebreaks. After the prescribed burn, these firebreaks will be allowed to regenerate and the roads will be maintained at the minimum width. Routine maintenance of the management roads/firebreaks will be accomplished by periodic mowing of these roads. Disking of management roads will occur only around management units where a prescribed burn is planned in the near future, or where the management road borders residential or commercial development and a disked fire line is needed for safety reasons.

3.1.5 Trails

The primary interpretive feature for public access will be a handicapped-accessible nature trail. The nature trail will be approximately 1,000-1,737 feet long, and will originate at the public parking arealot. From the parking arealot, it will extend eastward in a general northwesterly direction to one of the highest points in the natural area. The nature trail will consist of 6-inch-thick poured and formed concrete with a non-slip finish and will be approximately 5 feet wide to accommodate wheelchairs. through mesic flatwoods community and then northeastward and southeastward through scrub until it emerges at the edge of the wetlands restoration area. A covered, elevated wildlife observation platform with a shade shelter, benches, and interpretive signage will be constructed at the northern terminus of the nature trail and overlooking the restoration area (Figure 3). In addition, an uncovered wildlife observation area consisting of a bench and wheelchair accessible concrete slab will be constructed near the mid-point of the nature trail. The nature trail will consist of 4-inch-thick poured and formed concrete with a non-slip finish and will be approximately 5 feet wide to accommodate wheelchairs. The observation platform is expected to be a raised wooden structure accessed by a ramp. Markers will be installed along the nature trail indicating station numbers corresponding to a trail guide with interpretive information. Handicapped-accessible interpretive facilities will be developed to fulfill federal requirements.

An approximate 3,989-foot-long-0.7-mile natural-surfaced hiking trail will originate from the wildlife observation platform parking lot and form a large loop that extends throughout most of the central and southern portion of the project site natural area. It will terminate at the informational kiosk at the beginning of the nature trail (Figure 3). The hiking trail will skirt the wetland restoration area and run through the former wet prairie, mesic flatwoods, scrubby flatwoods and scrub natural communities. The hiking trail will have a natural soil base and will be maintained at a width of at least 10 feet, where the trail coincides with a firebreak/management accessway. Any non-firebreak/management accessway sections of the hiking trail will be maintained at a width of 3 feet. The hiking trail is available for public use, but will not be improved or marked for interpretive purposes. All other firebreak/management roads accessways in the southern and central portions of

the natural area also will be available for public use, but will not be improved or marked for interpretive purposes. The nature trail and the hiking trail will be constructed on existing paths, trails, and disturbed areas on the site as much as possible. Public use of existing secondary trails leading off the nature trail, the hiking trail, and management roads will be discouraged. Prior to construction, all trail locations will be surveyed for listed species. If listed species would be impacted by the construction of the trails, the trails will be rerouted or the listed species relocated on the site.

3.2 EASEMENTS AND CONCESSIONS

There are no active easements on the natural area. A record of a 1920s-era 10-foot road easement exists, but the record is too sketchy to determine the location of this easement or who has rights to use it. Two utilities are present on the natural area, apparently without any easement rights. A water line on the north side of Industrial Avenue does not have an easement where it crosses through the site, and a fire hydrant associated with the water line may encroach into the natural area. An overhead electric line on the north side of Industrial Avenue also crosses through the site, but the poles are located outside the natural area. An electrical service line from the Industrial Avenue line to the Throop junkyard inholding crosses through the site and a pole is located within the natural area. ERM will request that Florida Power and Light relocate this pole onto Throop's property, although some of the aerial encroachments may be allowed to continue.

No additional easements, concessions, or leases are anticipated. Any easements, concessions, or leases must be approved by FCT prior to execution. Certain activities may have negative legal and tax consequences under Florida law and federal income tax law. If the Lake Park Scrub Natural Area is to be subject to any of the following activities or interests, the County will provide FCT with at least 60 days prior written notice and will provide information to FCT, upon reasonable request, in order to evaluate the legal and tax consequences of the activity:

1. any lease or sale of any interest in, or operation of any concession on the project site by any person or organization;
2. any sales contract or option to buy things attached to the project site to be severed from the site, with any person or organization;
3. any use of the project site by any person other than in such person's capacity as a member of the general public;

4. a management contract for the project site with any person or organization for activities other than those specified in the management plan;
5. such other activity or interest as may be specified from time to time in writing by FCT to the County.

3.3 PUBLIC ACCESS

~~The main p~~Public access to the natural area will be provided via 12th Street Silver Beach Road to an on-site parking lotarea. ~~When the proposed Park Avenue extension is built adjacent to or on portions of 12th Street, the public access will be switched to Park Avenue, but the parking area will be unaffected.~~ Bicycle racks will be provided adjacent to the parking lot to encourage the use of alternative transportation to the site. ~~A~~Cconcrete sidewalk and bike path exist north of Silver Beach Road and will connect to the natural area parking lot.s are currently not present on 12th Street, but they are present along Watertower Road and Old Dixie Highway. ~~When the extension of Park Avenue is constructed, pedestrian-oriented walkways and bike paths will be built along the road to provide pedestrian and bicycle access to the site.~~ The natural area will be open to the public during daylight hours. The hours of operation will be posted at the site and will be determined in consultation with the Town. Accessible parking and an accessible nature trail will be provided. There are no permanent water bodies on or adjacent to the site; therefore, no water body access is planned.

A parking arealot containing fiveten automobile parking spaces and onetwo bus parking spaces will be constructed off Silver Beach Road 12th Street in the southwest-central portion of the site (Figure 3). ~~The parking area is located in an area filled in with concrete rubble and fill dirt to help stabilize the 12th Street roadbed. If soil tests reveal that the fill area cannot be compacted enough to support a stable parking area, then portions of the fill area may have to be removed and replaced with compactable materials. The use of pervious materials as part of the parking area will be investigated.~~ Very little native vegetation is present in the proposed parking lotfill-area and impacts to good-quality native vegetation will be negligible. A survey will be conducted within the proposed parking arealot to verify that its construction would not impact any listed species. Based upon previous listed species surveys of the site by County staff, it is unlikely that the construction of the parking arealot will impact any listed species. If any listed species are present within the proposed parking arealot, the parking arealot location will be adjusted to avoid impacts. If impacts are unavoidable, then these species will be relocated on the site. If a stormwater retention facility is required as a result of the parking arealot construction, it will be designed to provide recreation open space or wildlife habitat. If changes to public access or parking facilities are required, the proposed changes

will be submitted to FCT for review and approval.

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of August, 2003 by and between the Town of Lake Park, a Florida municipal corporation, (the "Town"), and Palm Beach County, Florida, a political subdivision of the State of Florida, (the "County")

WITNESSETH:

WHEREAS, on March 9, 1999 the voters of Palm Beach County approved a \$150 million bond referendum for the acquisition of lands for conservation purposes; and

WHEREAS, the Lake Park Scrub Natural Area (the "Natural Area") is located within the Town of Lake Park and was designated as one of the high-priority sites to be acquired with funds from this bond referendum; and

WHEREAS, on July 14, 2000 the County acquired 58.9116 acres of the Natural Area and that acquisition was made with funds from the bond referendum; and

WHEREAS, for a public purpose the County declared approximately 5.8 environmentally disturbed acres of the Natural Area as surplus to its conservation lands program, to accomplish, in part, a more manageable boundary; and

WHEREAS, pursuant to an Interlocal Agreement executed July 11, 2000 between the Town and the County, the County conveyed to the Town approximately 2.674 acres of land in the Natural Area to be used primarily for road right-of-way for the western extension of Park Avenue and the Town conveyed to the County approximately 2.794 acres along the western boundary of the Natural Area to be added to the Natural Area to form a more manageable natural area boundary; and

WHEREAS, the above purchase and exchange and surplus actions resulted in a 52.88-acre natural area of significant biological, environmental and educational value to the Town and the County; and

WHEREAS, in August 2001 the County and the Town submitted a partnership application to Florida Communities Trust (FCT) for state Florida Forever matching funds for the acquisition of 52.88-acres of the Natural Area; and

WHEREAS, on October 14, 2002 FCT executed a Conceptual Approval Agreement (CAA) with the County and the Town outlining the terms and conditions under which state Florida Forever matching funds for acquisition of 52.88-acres of the Natural Area would be released; and

WHEREAS, the CAA contains conditions that require a project plan and a management plan to be prepared for the Natural Area, which project plan is described under Article III - Responsibilities of the County, Paragraph 17 (the "Project Plan") and which management plan is

described under Article III - Responsibilities of the County, Paragraph 18 (the "Management Plan"); and

WHEREAS, the acreage included in the FCT Project Site was subsequently reduced to 50.08 acres at the request of FCT; and

WHEREAS, on January 25, 2002 the County purchased an additional 1.87 acres adjacent to and now a part of the Natural Area and that acquisition was made with funds from the bond referendum; and

WHEREAS, it is in the best interests of the residents and citizens of the Town and the County for the entire 53.75-acre Natural Area in County ownership to be managed by the County in cooperation with the Town as part of the County's system of natural areas, in order to preserve the site in its natural state for future generations as a nature preserve with intact native Florida ecosystems; and

WHEREAS, the Town and the County wish to establish management responsibilities for the Natural Area; and

WHEREAS, the execution of this Agreement is in the best interest of both governmental units and the residents and citizens of same; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties to this Agreement agree as follows:

ARTICLE I - IN GENERAL

1. The parties hereto acknowledge and agree that the WHEREAS clauses set forth above are true and correct, and are fully incorporated into this Agreement.

2. The County and the Town agree that the County has acquired, and shall manage, in cooperation with the Town and, in coordination with the management of all natural areas acquired by the County, in a manner to protect ecosystems and populations of listed species throughout the County, the real property located within the corporate limits of the Town of Lake Park, Florida, hereinafter known as the "Lake Park Scrub Natural Area". This real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Natural Area").

3. The County and the Town agree that the name of the Natural Area may be changed by the County's Natural Area Management Advisory Committee (NAMAC) during its review of the Management Plan and that any such change in name will not change any term or condition of this

Agreement. If the name is not changed by NAMAC, then the Natural Area will continue to be known as the "Lake Park Scrub Natural Area" and identified as such on all signs, literature and advertisements. If the name is changed by NAMAC, then the County and Town agree that the Natural Area will be known by the name given to it by NAMAC and identified as such on all signs, literature and advertisements.

4. It is the intent of the parties that the Natural Area shall be used solely as a nature preserve, to provide scientific and educational benefits, and to provide passive recreational opportunities that are compatible with the conservation, protection and enhancement of the Natural Area for residents of, and visitors to the Town and the County. The Natural Area shall be kept in its natural state, such that present and future generations will be able to experience the natural values currently exhibited on the property, acts of God or other events beyond the control of the County and the Town notwithstanding. To this end, the County or the Town may make and maintain physical improvements to the property, such as, fencing, observation platforms, firebreaks/management roads, nature trails, and hiking trails; but only as appropriate for passive resource-based uses and only as provided for in the Management Plan or Paragraph 5 of this Agreement.

5. The County, in cooperation with the Town, shall manage the Natural Area as provided for in the Management Plan. Management activities that may take place prior to approval of the Management Plan are securing the Natural Area by installing perimeter fencing and gates; posting signs to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage; removal of trash and invasive vegetation from the Natural Area; and permitting limited public access to the Natural Area for passive recreational activities, environmental education and scientific research. Long-term management of the Natural Area shall include controlling invasive vegetation and exotic or nuisance animals, monitoring listed plant and animal species, and prescribed burning and other mechanical or chemical methods of maintaining healthy natural community structure and function in accordance with the Management Plan.

6. The parties shall use their best efforts to prevent the unauthorized use of the Natural Area or any use not compatible with the management of the site as a natural area or nature preserve, or any use not provided for in the approved Management Plan.

7. The Natural Area shall be open to the public. Facilities shall be developed and operated in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources within the Natural Area without causing harm to those resources.

8. In the management and maintenance of the Natural Area, each party shall be responsible for its own actions and negligence.

9. This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, in accordance with applicable law.

10. This Interlocal Agreement shall be deemed to be the sole agreement between the parties related to the Natural Area and no prior agreements or other prior writings shall supersede that which is contained in this Interlocal Agreement.

11. For the purposes of this Interlocal Agreement, notices to the other party shall be deemed sufficient when addressed to the following address and deposited in the United States Mail:

- a. Mayor, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

With copy to :
Manager, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

- b. Palm Beach County
Department of Environmental Resources Management
3323 Belvedere Road, Bldg. 502
West Palm Beach, Florida 33406-1548

With copy to:
County Attorney's Office
Palm Beach County
301 N. Olive Avenue
West Palm Beach, Florida 33401

ARTICLE II - JOINT RESPONSIBILITIES

12. The locations of public access points and any restrictions on access will be jointly agreed to by the County and the Town and described in the Management Plan.

13. Subject to annual appropriations by the County's Board of County Commissioners and the Town Council of the Town of Lake Park, personnel time and expertise, professional services contracts, equipment, materials and supplies for the ongoing, site-specific management of this site shall be provided by both parties. A detailed division of responsibilities for the management of the Natural Area shall be provided in the Management Plan. The County may apply for any applicable funds available from the State for management purposes, and shall minimize management costs through the involvement of volunteers.

14. The Natural Area shall be identified as being publicly-owned and operated as a passive, natural resource-based public outdoor recreational site in all literature and advertising.

15. Both parties shall encourage students, residents and visitors to use the Natural Area for educational and passive recreational purposes.

16. Should any unforeseen events or activities, either natural or man-made, severely limit or eliminate the natural values presently on the Natural Area, the future of the Natural Area will be determined by the County in consultation with the Town in the manner provided for in the Management Plan.

ARTICLE III - RESPONSIBILITIES OF THE COUNTY

17. The County shall be primarily responsible for development of the Project Plan as specified in Section V of the CAA, and prescribed by Rules 9K-7 and 9K-8.011, Florida Administrative Code.

18. The County shall be primarily responsible for development of the Management Plan for the Natural Area. The Management Plan shall be developed to meet all of the requirements specified in Sections IV, VI, VII, VIII, IX and X of the CAA, and prescribed by Rule 9K-7.01, Florida Administrative Code. The Management Plan shall address the entire Natural Area including any areas that are not part of the FCT Project Plan. The Management Plan shall address the treatment of any remnants of prior use on the site. The County shall seek input from the Town in development of the Management Plan and prior to presentation of a draft of the Management Plan to NAMAC. In addition, any subsequent scheduled revisions of the Management Plan shall be made in cooperation with the Town. The Management Plan and any scheduled revisions will be subject to approval by the Palm Beach County Board of County Commissioners, and, should FCT provide funds reimbursing a portion of the acquisition costs, subject to approval by FCT, as well.

19. The County shall secure the Natural Area with perimeter fencing, gates and signage to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage, while permitting limited public access to the Natural Area for passive recreational activities, environmental education and scientific research. This may occur prior to approval of the Management Plan. The County shall maintain these fences, gates and signs.

20. The County shall perform the initial management activities of removing trash and invasive vegetation from the Natural Area. These activities may occur prior to approval of the Management Plan.

21. The County shall make and pay for physical improvements to the Natural Area including those that would encourage public use of the Natural Area as a nature preserve. These improvements shall be subject to a budget approved by the Palm Beach County Board of County Commissioners and to approval by the Town Council as required for public use facilities located on property within the Town and as required by the Town Code. These physical improvements may include, but are not limited to, fencing, hiking and interpretive trails, educational displays (kiosks and informational signs), and observation platforms. The physical improvements will be limited to those included in the Management Plan and shall not be constructed prior to approval of the Management Plan, except as otherwise provided for in Paragraph 5 of this Agreement. The County shall use its best effort to construct these facilities, taking into consideration primarily the sensitivity and needs of the biological communities and secondarily the intended research, educational and recreational uses of the Natural Area.

22. The County shall maintain all trails, kiosks and observation platforms constructed within the Natural Area. The County shall maintain all kiosk displays, trail guides, fact sheets, brochures and other educational materials describing the natural resources, uses, and joint management of the Natural Area.

23. The County shall identify a County employee as a contact person to interact with the Town in planning for and managing the Natural Area.

24. The County shall identify a County employee as the public contact person to coordinate group usage and research on the Natural Area and to answer public inquiries about the site.

25. The County Sheriff shall assume primary responsibility for public safety and law enforcement on the Natural Area as long as the Town's law enforcement is provided through the County Sheriff.

ARTICLE IV - RESPONSIBILITIES OF THE TOWN

26. The Town hereto agrees to review its zoning ordinances and comprehensive plan and to take such actions as may be necessary to designate the Natural Area with a conservation land use and complimentary zoning designation consistent with its intended use as a nature preserve. Amendment to the Town's comprehensive land use plan and zoning ordinance shall be proposed at the next available comprehensive plan or zoning amendment cycle, respectively. A copy of the approved amendment shall be submitted to the County within thirty (30) days of the approval of the amendment by the appropriate governing entity. A copy of any approved comprehensive plan or zoning amendment shall also be submitted to the FCT within thirty (30) days of the approval of the amendment by the appropriate governing entity.

27. The Town agrees to provide weekly garbage pick-up for trash receptacles located in the parking areas in the Natural Area.

28. The Town shall assume responsibility for the daily opening and closing of the main entry gate providing public access to the Natural Area.

29. Should the Town establish its own law enforcement service, the Town shall assume primary responsibility for public safety and law enforcement on the Natural Area, with the County Sheriff's Office as backup.

30. The Town shall provide regular maintenance (e.g., mowing and weed control) of the perimeter firebreak and any area immediately outside the perimeter fence of the Natural Area that is the jurisdictional responsibility of the Town.

31. The Town shall promptly execute and provide the County with all documents required of the Town pursuant to FCT requirements for the Project Plan and the Management Plan.

32. During volunteer activities, the Town agrees to assist the County, subject to the availability of Town funds, staff and equipment, in maintenance activities, including removal of invasive vegetation, trash and debris. The Town also agrees to assist the County with periodic prescribed burns at the Natural Area in accordance with the Management Plan.

33. The Town agrees to expeditiously review, through appropriate Town departments and boards, any engineering design plans which cover the Natural Area and require approval by the Town. The Town also agrees to waive any fees required for construction or management activity permits issued by the Town for the Natural Area.

34. The Town agrees that in reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the Natural Area, it shall consider the protection of the biological communities on the Natural Area and the potential for adverse impacts to the species present.

35. The Town shall identify a Town employee as the contact person to interact with the County in planning for and managing the Natural Area.

(The remainder of this page intentionally left blank)

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

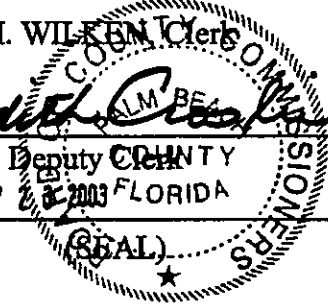
ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKINSON, Clerk

BY: 

DATE: SEP 23 2003



BY: 

DATE: SEP 23 2003

Karen T. Marcus, Chair
SEP 23 2003

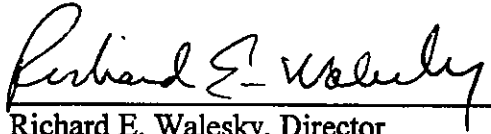
R2003 1551

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 

Heidi Juhl
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:



Richard E. Walesky, Director
Palm Beach County Dept of
Environmental Resources Management

ATTEST:

TOWN OF LAKE PARK, FLORIDA BY
ITS COUNCILBY: Carol SimpkinsBY: Paul Castro

Paul Castro, Mayor

DATE: 2003DATE: August 6, 2003

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: Thomas J. Baird

Thomas J. Baird, Town Attorney

DATE: 7-20-03

EXHIBIT A

LEGAL DESCRIPTION OF LAKE PARK SCRUB NATURAL AREA

A parcel of land lying in Section 20, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the West one-quarter (W ¼) corner of said Section 20, THENCE South 01°21'11" West, along the West line of said Section 20, a distance of 1350.73 feet to a point at the intersection of the North line of the South half (S 1/2) of the Southwest one-quarter (SW ¼) of said Section 20; THENCE South 88°29'41" East, along said North line of the South half (S 1/2) of the Southwest one-quarter (SW ¼), a distance of 845.77 feet; THENCE South 01°22'57" West, a distance of 29.99 feet; THENCE South 88°29'35" East, a distance of 3.34 feet; THENCE South 01°18'43" West, a distance of 60.01 feet to the POINT OF BEGINNING; THENCE South 88°29'42" East, a distance of 292.46 feet to the beginning of a curve whose radius point bears North 01°30'18" East, a distance of 330.00 feet; THENCE East along the arc of said curve through a central angle of 77°47'07" a distance of 448.01 feet; THENCE North 13°43'11" East, a distance of 247.46 feet to the beginning of a curve whose radius point bears South 76°16'49" East, a distance of 270.00 feet; THENCE Northeast along the arc of said curve through a central angle of 38°22'05" a distance of 180.81 feet; THENCE continue East along said curve, through a central angle of 47°42'30", a distance of 224.82 feet; THENCE South 80°12'14" East, a distance of 683.41 feet; THENCE South 20°55'38" East, a distance of 129.75 feet; THENCE South 69°04'22" West, a distance of 293.55 feet to a point on the aforesaid Northeasterly line of the old Drake Lumber Company railroad; THENCE South 49°56'03" East, along said Northeasterly line a distance of 353.36 feet to a point on the Southerly RIGHT-OF-WAY line of Industrial Avenue; THENCE North 69°06'22" East, departing aforesaid Northeasterly line of the old Drake Lumber Company railroad and along the Southerly RIGHT-OF-WAY line of Industrial Avenue, a distance of 130.30 feet to the Northwest corner of that certain parcel of land as described in DEED BOOK 699, at PAGE 533 of the public records of Palm Beach County, Florida; THENCE South 20°55'38" East, a distance of 67.00 feet; THENCE North 69°06'22" East, a distance of 128.00 feet; THENCE North 20°55'38" West, a distance of 67.00 feet to the aforesaid Southerly RIGHT-OF-WAY line of Industrial Avenue and the Northeast corner of that certain parcel of land as described in DEED BOOK 699, at PAGE 533 of the public records of Palm Beach County, Florida; THENCE North 69°07'42" East, along said Southerly RIGHT-OF-WAY line a distance of 145.41 feet to a point on the West line of that certain RIGHT-OF-WAY as described in OFFICIAL RECORD BOOK 1541, at PAGES 43 THROUGH 44, public records of Palm Beach County, Florida, said point also being the point of curvature of a curve concave to the Southwest, having a radius of 12.00 feet; THENCE departing said Southerly RIGHT-OF-WAY line and along said West line, along the arc of said curve, through a central angle of 89°56'40", a distance of 18.84 feet to the point of tangency; THENCE South 20°55'38" East, a distance of 232.68 feet; thence South 69°04'22" West departing said West RIGHT-

OF-WAY line, a distance of 146.00 feet; THENCE South 20°55'38" East, a distance of 186.00 feet; THENCE North 69°04'22" East, a distance of 146.00 feet to a point on the aforesaid Westerly RIGHT-OF-WAY line of that certain deed recorded in OFFICIAL RECORDS BOOK 1541, PAGE 43, public records of Palm Beach County, Florida; THENCE South 20°55'38" East, along said Westerly RIGHT-OF-WAY line, a distance of 524.99 feet to a point on the Southwesterly line of the aforesaid old Drake Lumber Company railroad; THENCE North 49°56'03" West, departing said Southwesterly line of said deed, and along said Southwesterly line of the old Drake Lumber Company railroad, a distance of 921.25 feet; THENCE South 69°03'57" West, departing said Southwesterly line, a distance of 268.32 feet to the Northwest corner of that certain parcel of land as described in ORB 3609, PAGE 283, public records of Palm Beach County, Florida; THENCE South 01°16'46" West, along the West line of said parcel, a distance of 1060.37 feet to the North line of that certain 73 foot RIGHT-OF-WAY for Silver Beach Road as described in OFFICIAL RECORD BOOK 10644, PAGE 971, public records of Palm Beach County, Florida; THENCE North 88°30'30" West, departing said West line and along said North RIGHT-OF-WAY line, a distance of 1481.85 feet; THENCE North 01°18'43" East, departing said North line, a distance of 1,152.53 feet to the POINT OF BEGINNING.

917.56

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

Commencing at the intersection of the old Drake Lumber Company railroad line and the Westerly right-of-way line of Old Dixie Highway; THENCE North 49°56'03" West, along the Southwesterly line of said old Drake Lumber Company railroad, a distance of 1121.64 feet to the POINT OF BEGINNING; THENCE South 69°06'43" West, departing said Southwesterly RIGHT-OF-WAY line a distance of 237.64 feet; THENCE North 20°53'17" West, a distance of 279.30 feet; THENCE North 69°06'43" East, a distance of 138.89 feet; THENCE South 26°22'53" East, a distance of 228.66 feet; THENCE North 69°04'22" East, a distance of 48.41 feet to the aforesaid Southwesterly line of the old Drake Lumber Company railroad, THENCE South 49°56'03" East, along said Southwesterly line, a distance of 59.16 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

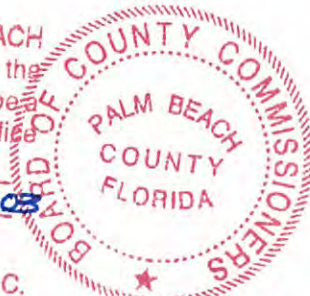
Commencing at the Northeast corner of Lot 1, Block D, said point also being the Northeast corner of the Plat of Tri-City Industrial Park, recorded in PLAT BOOK 28, PAGE 100 in the public records of Palm Beach County, Florida; THENCE South 69°03'57" West along the North line of said Lot 1 and its Westerly extension, a distance of 268.32 feet; THENCE North 40°03'50" West, a distance of 157.08 feet to a point on the South line of the property described in OFFICIAL RECORD BOOK 3609, PAGE 283 public records of Palm Beach County, Florida; THENCE North 69°06'43" East along said South line, being the South RIGHT-OF-WAY line of Industrial Avenue, a distance of 237.64 feet; THENCE North 68°01'33" East along said South RIGHT-OF-WAY line, a distance of 113.22 feet; THENCE North 69°06'22" East along said South RIGHT-OF-WAY line, a distance of 130.30 feet; THENCE South 20°55'38" East, a distance of 67.00 feet; THENCE North 69°06'22" East, a

52 distance of 128.00 feet; THENCE North 20°55'38" West, a distance of 67.00 feet to a point on said South RIGHT-OF-WAY line; THENCE North 69°07'42" East along said South RIGHT-OF-WAY line, a distance of 145.41 feet to the beginning of a curve whose radius point bears South 20°53'18" East, a distance of 12.00 feet; THENCE Southeast along the arc of said curve through a central angle of 89°56'40" a distance of 18.84 feet to a point on the West RIGHT-OF-WAY line of Old Dixie Highway; THENCE South 20°55'38" East along said RIGHT-OF-WAY line, a distance of 232.68 feet; THENCE South 69°04'22" West, a distance of 146.00 feet; THENCE South 20°55'38" East, a distance of 186.00 feet; THENCE North 69°04'22" East, a distance of 146.00 feet to a point on said West RIGHT-OF-WAY line; THENCE South 20°55'38" East along said West RIGHT-OF-WAY line, a distance of 534.99 feet to a point on the East line of said Plat of Tri-City Industrial Park; THENCE North 49°56'03" West along said East line, a distance of 921.25 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

Commencing where the Dixie Highway intersects Dixie Way in Kelsey City, measure 464.35 feet in a Southerly direction along the center line of Dixie Highway; THENCE 90° Westward to the intersection of the RIGHT-OF-WAY of the Drake Lumber Company railroad to the POINT OF BEGINNING; THENCE in a Northwesterly direction along the RIGHT-OF-WAY of said railroad, a distance of 296.5 feet; THENCE Northeasterly making an angle (included) of 61° with the last named course, a distance of 353.76 feet; THENCE 90° to the Southeast, parallel to the Dixie Highway, a distance of 159.35 feet; THENCE 90° to the Northeast, a distance of 82.0 feet; THENCE 90° to the Southeast, a distance of 100.0 feet; THENCE 90° to the Southwest, a distance of 292.0 feet to the POINT OF BEGINNING.

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, DOROTHY H. WILKEN, ex-officio Clerk of the
 Board of County Commissioners certify this to be a
 true and correct copy of the original filed in my office
 on 9/23/2003
 DATED at West Palm Beach, FL on 10/6/2003
 DOROTHY H. WILKEN, Clerk
 By: Judith Crobie D.C.



This document prepared by:
 C. Erica White
 Florida Communities Trust
 Department of Community Affairs
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399

R2003 1086

JUL 15 2003

FLORIDA COMMUNITIES TRUST
 FF1 AWARD #01-036-FF1

FCT Contract# 04-CT-6A-01-FI-J1-036

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 27 day of August, 2003, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and PALM BEACH COUNTY and the TOWN OF LAKE PARK, local governments of the State of Florida (Recipient), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Sections 259.105, 259.1051, and Chapter 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.105(3)(c), F.S., of the Florida Forever Act provides for the distribution of twenty-two percent (22%) less certain reductions of the net Florida Forever Revenue Bond proceeds to the Department to provide land acquisition grants to local governments and nonprofit environmental organizations through the FCT for acquisition of community-based projects, urban open spaces, natural resource conservation areas, parks, greenways and outdoor recreation areas to implement local comprehensive plans;

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

GAA\01-036-FF1
 06/11/03

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code (F.A.C.), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-7, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site was acquired and this Agreement shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by this agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to the Recipient being awarded grant funds from the Florida Forever Trust Fund award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Palm Beach County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Florida Forever Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: Palm Beach County
Dept. of Environmental Resources Management
3323 Belvedere Road, Building 502
West Palm Beach, FL 33406-1548
ATTN: Richard E. Walesky, Director

FCT Recipient: Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
ATTN: Paul Castro, Mayor

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

8. This Agreement may be executed by the recipient in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

- a. any lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site to a non-governmental person or organization;
- c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;
- d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- e. a management contract of the Project Site with a non-governmental person or organization; and
- f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

- a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;
- b. the operation of a concession on the Project Site by a non-governmental person or organization;
- c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;
- d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

- e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- f. a management contract of the Project Site with a non-governmental person or organization; and
- g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Two or more resource-based outdoor recreational facilities including a nature trail and wildlife observation area shall be provided. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.
2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Program and Palm Beach County.
3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.
4. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.
5. The scrub, scrubby flatwoods, and mesic flatwoods that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
6. The Project Site shall be managed in a manner that will protect and enhance the habitat for native wildlife species that utilize or could potentially utilize the site. The development of the Management Plan shall be coordinated with the Florida Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation of native wildlife species and their habitat

7. A prescribed burn plan shall be implemented for the Project Site. The development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.
8. The natural groundwater recharge functions of the Project Site shall be protected and enhanced to maintain the quality and quantity of groundwater within the wellfield protection zone.
9. Approximately three acres of disturbed wet prairie, shall be restored to a functional depression marsh in terms of biological composition and ecological function.
10. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.
11. A feral animal removal program shall be developed and implemented for cats and other non-native wildlife that may be found on the Project Site.
12. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.
13. The location and design of the parking facility shall have minimal impact on the natural resources of the Project Site. The parking area shall incorporate pervious material wherever feasible. Stormwater management facilities for the Project Site shall be designed to provide recreation open space or wildlife habitat.
14. Pedestrian and bicycle access to the Project Site shall be promoted through proposal of pedestrian oriented walkways and bicycle facilities to be constructed along the proposed Park Avenue West roadway at the northern boundary of the Project Site. A bike parking stand shall be installed at the parking lot for the Project Site to provide an alternative to automobile transportation to the Project Site.
15. Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.
16. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Glendia Y. Harvey
Print Name: Glendia Y. Harvey

Joseph Smith
Print Name: JOSEPH SMITH

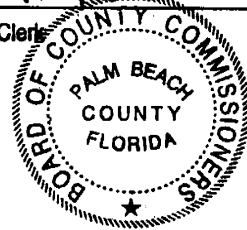
PALM BEACH COUNTY

By: Karen T. Marcus
Karen T. Marcus, Chair
Board of County Commissioners

Date:

Dorothy H. Wilken, Clerk

By: Linda C. Hickman
Deputy Clerk



Approved as to Terms and Conditions:

By: Richard E. Walesky
Richard E. Walesky, Director
Environmental Resources Management

Approved as to Form and Legality:

By: Heidi Juhl
Heidi Juhl, Assistant County Attorney

R2003 1086

JUL 15 2003

Witness:

Stephanie Thomas
 Print Name: Stephanie Thomas

Vivian Otero
 Print Name: Vivian Otero

TOWN OF LAKE PARK

By: Paul Castro
 Print Name: Paul Castro
 Title: Mayor Town of Lake Park

Date: August 6, 2003

Approved as to Form and Legality:

By: Thomas T. Baird
 Print Name: Thomas T. Baird,
Town Attorney

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of Aug,
 2003, by Paul CASTRO, as MAYOR, who is personally
 known to me.



Carol Simpkins
 Notary Public
 Print Name: _____
 Commission No. _____
 My Commission Expires: _____

Witness:

Gayle H. Brett
 Print Name: _____

Rebecca Toner
 Print Name: Rebecca Toner

FLORIDA COMMUNITIES TRUST

By: [Signature]
 Janice Browning,
 Executive Director

Date: 8/27/03

Approved as to Form and Legality:

By: [Signature]
 Print Name: A.O. Bragg

STATE OF FLORIDA
 COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of August, 2003, by Janice Browning, as Executive Director. She is personally known to me.

Gayle H. Brett
 Notary Public
 Print Name: _____
 Commission No. _____
 My Commission Expires: _____

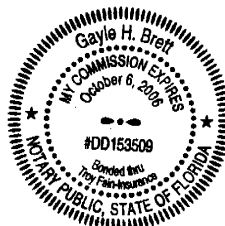


EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER (W 1/4) CORNER OF SAID SECTION 20, THENCE SOUTH 01°21'11" WEST, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 1350.73 FEET TO A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 20; THENCE SOUTH 88°29'41" EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4), A DISTANCE OF 845.77 FEET; THENCE SOUTH 01°22'57" WEST, A DISTANCE OF 29.99 FEET; THENCE SOUTH 88°29'35" EAST, A DISTANCE OF 3.34 FEET; THENCE SOUTH 01°18'43" WEST, A DISTANCE OF 294.98 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 88°41'17" EAST, A DISTANCE OF 482.50 FEET TO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST 1/4 (SW 1/4) OF SAID SECTION 20; THENCE NORTH 01°18'43" EAST, ALONG SAID WEST LINE, A DISTANCE OF 270.50 FEET; THENCE NORTH 25°44'13" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 780.96 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD; THENCE NORTH 49°56'03" WEST, ALONG SAID SOUTHWESTERLY LINE OF SAID RAILROAD, A DISTANCE OF 414.09 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF (W 1/2) OF AFORESAID SECTION 20; THENCE NORTH 01°18'43" EAST, DEPARTING SAID SOUTHWESTERLY LINE AND ALONG SAID EAST LINE, A DISTANCE OF 128.23 FEET TO THE NORTHEASTERLY LINE OF AFORESAID OLD DRAKE LUMBER COMPANY RAILROAD; THENCE SOUTH 49°56'03" EAST, DEPARTING SAID EAST LINE AND ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 571.87 FEET; THENCE SOUTH 81°51'03" EAST, DEPARTING SAID NORTHEASTERLY LINE, A DISTANCE OF 378.87 FEET; THENCE SOUTH 78°42'03" EAST, A DISTANCE OF 415.15 FEET; THENCE SOUTH 23°53'57" WEST, A DISTANCE OF 22.15 FEET; THENCE SOUTH 69°04'22" WEST, A DISTANCE OF 63.86 FEET; THENCE SOUTH 20°55'38" EAST, A DISTANCE OF 136.60 FEET; THENCE SOUTH 69°04'22" WEST, A DISTANCE OF 293.55 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD; THENCE SOUTH 49°56'03" EAST, ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 353.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL AVENUE; THENCE NORTH 69°06'22" EAST, DEPARTING AFORESAID NORTHEASTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL AVENUE, A DISTANCE OF 130.30 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN

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06/11/03

EXHIBIT "A" (cont..)

DEED BOOK 699, AT PAGE 533 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 20°55'38" EAST, A DISTANCE OF 67.00 FEET; THENCE NORTH 69°06'22" EAST, A DISTANCE OF 128.00 FEET; THENCE NORTH 20°55'38" WEST, A DISTANCE OF 67.00 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL AVENUE AND THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 699, AT PAGE 533 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 69°07'42" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 145.41 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 1541, AT PAGES 43 THROUGH 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 12.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'40", A DISTANCE OF 18.84 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 20°55'38" EAST, A DISTANCE OF 232.68 FEET; THENCE SOUTH 69°04'22" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 146.00 FEET; THENCE SOUTH 20°55'38" EAST, A DISTANCE OF 186.00 FEET; THENCE NORTH 69°04'22" EAST, A DISTANCE OF 146.00 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 1541, PAGE 43, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 20°55'38" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 524.99 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE AFORESAID OLD DRAKE LUMBER COMPANY RAILROAD; THENCE NORTH 49°56'03" WEST, DEPARTING SAID SOUTHWESTERLY LINE OF SAID DEED, AND ALONG SAID SOUTHWESTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD, A DISTANCE OF 921.25 FEET; THENCE SOUTH 69°03'57" WEST, DEPARTING SAID SOUTHWESTERLY LINE, A DISTANCE OF 268.32 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN ORB 3609, PAGE 283, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°16'46" WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1060.37 FEET TO THE NORTH LINE OF THAT CERTAIN 73 FOOT RIGHT-OF-WAY FOR SILVER BEACH ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 10644, PAGE 971, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°30'30" WEST, DEPARTING SAID WEST LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1481.85 FEET; THENCE NORTH 01°18'43" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 917.56 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" (cont..)

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL: (LESS OUT PARCEL)

COMMENCING AT THE INTERSECTION OF THE OLD DRAKE LUMBER COMPANY RAILROAD LINE AND THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE NORTH 49°56'03" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID OLD DRAKE LUMBER COMPANY RAILROAD, A DISTANCE OF 1121.64 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 69°06'43" WEST, DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 237.64 FEET; THENCE NORTH 20°53'17" WEST, A DISTANCE OF 279.30 FEET; THENCE NORTH 69°06'43" EAST, A DISTANCE OF 138.89 FEET; THENCE SOUTH 26°22'53" EAST, A DISTANCE OF 228.66 FEET; THENCE NORTH 69°04'22" EAST, A DISTANCE OF 48.14 FEET TO THE AFORESAID SOUTHWESTERLY LINE OF THE OLD DRAKE LUMBER COMPANY RAILROAD, THENCE SOUTH 49°56'03" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 59.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK D, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PLAT OF TRI-CITY INDUSTRIAL PARK, RECORDED IN PLAT BOOK 28, PAGE 100 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

THENCE SOUTH 69° 03' 57" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION, A DISTANCE OF 268.32 FEET:

THENCE NORTH 40° 03' 50" WEST, A DISTANCE OF 157.08 FEET TO A POINT ON THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 3609.

PAGE 283, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

THENCE NORTH 69° 06' 43" EAST ALONG SAID SOUTH LINE, BEING THE SOUTH RIGHT-OF-WAY LINE OF INDUSTRIAL AVENUE, A DISTANCE OF 237.64 FEET:

THENCE NORTH 68° 01' 33" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 113.22 FEET:

THENCE NORTH 69° 06' 22" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 130.30 FEET:

THENCE SOUTH 20° 55' 38" EAST, A DISTANCE OF 67.00 FEET:

THENCE NORTH 69° 06' 22" EAST, A DISTANCE OF 128.00 FEET:

THENCE NORTH 20° 55' 38" WEST, A DISTANCE OF 67.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE:

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06/11/03

EXHIBIT "A" (cont.)

THENCE NORTH 89° 07' 42" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE. A DISTANCE OF 45.41 FEET TO THE BEGINNING OF A CURVE WHOSE RADIUS POINT BEARS SOUTH 20° 52' 18" EAST. A DISTANCE OF 12.00 FEET; THENCE SOUTHEAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 56' 40" A DISTANCE OF 18.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY; THENCE SOUTH 20° 55' 38" EAST ALONG SAID WEST RIGHT-OF-WAY LINE. A DISTANCE OF 232.68 FEET; THENCE SOUTH 69° 04' 22" WEST. A DISTANCE OF 146.00 FEET; THENCE SOUTH 20° 55' 38" EAST. A DISTANCE OF 186.00 FEET; THENCE NORTH 69° 04' 22" EAST. A DISTANCE OF 146.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 20° 55' 38" EAST ALONG SAID WEST RIGHT-OF-WAY LINE. A DISTANCE OF 524.99 FEET TO A POINT ON THE EAST LINE OF SAID PLAT OF TRI-CITY INDUSTRIAL PARK; THENCE NORTH 49° 56' 03" WEST ALONG SAID EAST LINE. A DISTANCE OF 921.25 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN SECTION 20. TOWNSHIP 42 SOUTH. RANGE 43 EAST. PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST ONE-QUARTER (W¹/₄) OF SECTION 20. TOWNSHIP 42 SOUTH. RANGE 43 EAST; THENCE SOUTH 01° 21' 11" WEST ALONG THE WEST LINE OF SAID SECTION 20. A DISTANCE OF 1350.73 FEET TO THE A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S¹/₂) OF THE SOUTHWEST ONE-QUARTER (SW¹/₄) OF SAID SECTION 20; THENCE SOUTH 88° 29' 41" EAST. ALONG SAID NORTH LINE A DISTANCE OF 845.77 FEET; THENCE SOUTH 01° 22' 57" WEST. A DISTANCE OF 29.99 FEET; THENCE SOUTH 88° 29' 35" EAST. A DISTANCE OF 3.34 FEET; THENCE SOUTH 01° 18' 43" WEST. A DISTANCE OF 60.01 FEET; THENCE SOUTH 88° 29' 42" EAST. A DISTANCE OF 292.46 FEET TO THE BEGINNING OF A CURVE WHOSE RADIUS POINT BEARS NORTH 1° 30' 18" EAST. A DISTANCE OF 330.00 FEET; THENCE NORTHEAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77° 47' 07" A DISTANCE OF 448.01 FEET; THENCE NORTH 13° 43' 11" EAST. A DISTANCE OF 247.46 FEET TO THE BEGINNING OF A CURVE WHOSE RADIUS POINT BEARS SOUTH 76° 16' 49" EAST. A DISTANCE OF 270.00 FEET;

GAA\01-036-FF1

06/11/03



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on July 15, 2003
DATED at West Palm Beach, FL on 9-5-03
DOROTHY H. WILKEN, Clerk
By: Barbara J. Volkman D.C.

Item 18.

EXHIBIT "A" (cont..)

THENCE NORTHEAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 38° 22' 05" A DISTANCE OF 180.81 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE EAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
47° 42' 30", A DISTANCE OF 224.82 FEET;
THENCE SOUTH 80° 12' 14" EAST, A DISTANCE OF 683.41 FEET;
THENCE NORTH 20° 55' 38" WEST, A DISTANCE OF 6.85 FEET;
THENCE NORTH 69° 04' 22" EAST, A DISTANCE OF 63.86 FEET;
THENCE NORTH 23° 53' 57" EAST, A DISTANCE OF 22.15 FEET;
THENCE NORTH 78° 42' 03" WEST, A DISTANCE OF 415.15 FEET;
THENCE NORTH 81° 51' 03" WEST, A DISTANCE OF 378.87 FEET;
THENCE NORTH 49° 56' 03" WEST, A DISTANCE OF 571.87 FEET;
THENCE SOUTH 01° 18' 43" WEST, A DISTANCE OF 128.23 FEET;
THENCE SOUTH 49° 56' 03" EAST, A DISTANCE OF 414.09 FEET;
THENCE SOUTH 25° 44' 13" WEST, A DISTANCE OF 105.06 FEET TO THE POINT OF
BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT THE WEST ONE-QUARTER (W $\frac{1}{4}$) OF SECTION 20, TOWNSHIP 42
SOUTH, RANGE 43 EAST:
THENCE SOUTH 01° 21' 11" WEST ALONG THE WEST LINE OF SAID SECTION 20, A
DISTANCE OF 1350.73 FEET TO THE A POINT ON THE NORTH LINE OF THE SOUTH
ONE-HALF (S $\frac{1}{2}$) OF THE SOUTHWEST ONE-QUARTER (SW $\frac{1}{4}$) OF SAID SECTION
20;
THENCE SOUTH 88° 29' 41" EAST, ALONG SAID NORTH LINE A DISTANCE OF
845.77 FEET;
THENCE SOUTH 01° 22' 57" WEST, A DISTANCE OF 29.99 FEET;
THENCE SOUTH 88° 29' 35" EAST, A DISTANCE OF 3.34 FEET;
THENCE SOUTH 01° 18' 43" WEST, A DISTANCE OF 60.01 FEET;
THENCE SOUTH 88° 29' 42" EAST, A DISTANCE OF 292.46 FEET TO THE BEGINNING
OF A CURVE WHOSE RADIUS POINT BEARS NORTH 1° 30' 18" EAST, A DISTANCE
OF 330.00 FEET;
THENCE EAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
38° 31' 15" A DISTANCE OF 221.87 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTHEAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
39° 15' 52", A DISTANCE OF 226.15
FEET;
THENCE NORTH 13° 43' 11" EAST, A DISTANCE OF 141.13 FEET;
THENCE SOUTH 25° 44' 13" WEST, A DISTANCE OF 357.83 FEET TO THE POINT OF
BEGINNING.

GAA01-036-FF1
06/11/03

R2003 1086 JUL 15 2003

Local Government Name: Palm Beach County and Town of Lake Park
 Project Name: Lake Scrub Natural Area
 FCT Project #: 01-036-FF1
 Date: _____

GRANT AWARD CALCULATION**TOTAL PROJECT COSTS**

Land Purchase Price		
Parcel 20.05	2,479,822.88 (1)	
Total Land Purchase Price		\$ 2,479,822.88

Acquisition Expenses		
Appraisals	\$ 5,395.00	
Appraisal Review	2,281.50	
Environmental Audit	2,955.00	
Real Estate Fees	24,798.23 (2)	
Total Acquisition Expenses		35,429.73

Total Project Costs		\$ 2,515,252.61
---------------------	--	-----------------

COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

FCT Award Computation		
Share of Purchase Price	\$ 1,239,911.44	
Share of Acquisition Expenses	17,714.87	
Total Share of Project Costs		\$ 1,257,626.31 (3)

Palm Beach County and Town of Lake Park		
Share of Purchase Price	\$ 1,239,911.44	
Share of Acquisition Expenses	17,714.87	
Total Share of Project Costs		1,257,626.31

Total Project Costs		\$ 2,515,252.61
---------------------	--	-----------------

COMPUTATION OF PREPAIDS, REIMBURSEMENTS, AND ADDITIONAL COSTS**FLORIDA COMMUNITIES TRUST**

FCT Prepaid Project Costs	
Appraisal Review	\$ 2,281.50
Total Prepaid Costs	2,281.50

FCT Amount Due at Closing		
Share of Total Project Costs	\$ 1,257,626.31	
Less Total Prepaid Costs	2,281.50	
Total Amount Due From FCT		\$ 1,255,344.81

Palm Beach County and Town of Lake Park
 Lake Scrub Natural Area
 FCT Project #: 01-036-FF1
 Date:
 Page 2

PALM BEACH COUNTY AND TOWN OF LAKE PARK

County Prepaid and Town Prepaid Costs

Land Purchase Price	\$	2,479,822.88
Appraisals		5,395.00
Environmental Audit		2,955.00
Real Estate Fees		24,798.23
Total Prepaid Costs	\$	2,512,971.11

County and Town Amount Due

Share of Total Project Costs	\$	1,257,626.31	
Less Prepaids		2,512,971.11	
Total Amount Due to County			\$ 1,255,344.81

County and Town Additional Costs

Record Grant Award Agreement	\$	60.00	(4)
Total Additional Costs		60.00	

Notes:

- (1) Pursuant to memorandum from Caroline Sutton to Delbert Harvey dated April 7, 2003, the Maximum Approved Purchase Price is \$3,310,000. The County acquired the property on July 14, 2000, at a purchase price of \$2,987,764.54. The Purchase Price reflected on the Grant Award Calculation statement reflects the price for the FCT Project Site which totals 50.2 acres. The FCT portion of the project site subtracts the value of a surplus parcel which the County is attempting to sell.
- (2) The invoice from the Nature Conservancy was 1% of the original price or \$29,877.65. The amount reflected for the FCT reimbursement equals 1% of the price for the FCT project site.
- (3) Pursuant to the terms of the Conceptual Approval Agreement, the amount of the grant shall not exceed the lesser of \$1,417,450.00 or 50% of the total project cost.
- (4) Disbursed to Clerk of the Court, Palm Beach County, at time of reimbursement from FCT.

The foregoing reconciliation of Purchasers' costs is hereby approved by the undersigned.

PALM BEACH COUNTY

By: _____
 Its: _____
 Date: _____

FLORIDA COMMUNITIES TRUST

By: *[Signature]*
 Its: Exec. Director
 Date: 8/27/03

TOWN OF LAKE PARK

By: *[Signature]*
 Its: Manager Doug Drymon

Date: August 6, 2003

Palm Beach County and Town of Lake Park
 Lake Scrub Natural Area
 FCT Project #: 01-036-FF1
 Date:
 Page 3

Witness:

Print Name: Glendia Y. Harvey

Joseph Smith
 Print Name: JOSEPH SMITH

Approved as to Terms and Conditions:

By: Richard E. Walesky

Richard E. Walesky, Director
 Environmental Resources Management

Approved as to Form and Legality:

By: Heidi Juhl

Heidi Juhl, Assistant County Attorney

PALM BEACH COUNTY

By: Karen T. Marcus

Karen T. Marcus, Chair

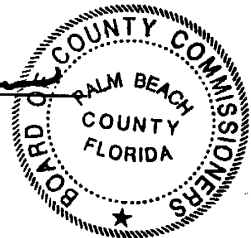
Board of County Commissioners

Date:

Dorothy H. Wilken, Clerk

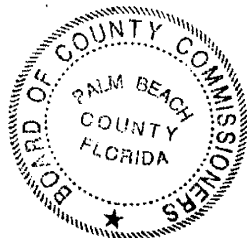
By: Linda C. Hickman

Deputy Clerk



R2003 1086

JUL 15 2003



STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, DOROTHY H. WILKEN, ex-officio Clerk of the
 Board of County Commissioners certify this to be a
 true and correct copy of the original filed in my office
 on July 15, 2003
 DATED at West Palm Beach, FL on 9-5-03
 DOROTHY H. WILKEN, Clerk
 By: Barbara J. Volkman, D.C.

2003 - 1344

File
Finance
Minutes
Budget

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET Amendment

Page 1 of 1 Pages
RB 380 0715FND307
EB 380 0715FND307

FUND \$75M Gen. Obligation Conservation Land 1999 CTF Bond Fund 307

Use this form to provide budget for items not anticipated in the budget.

ACCT. NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/27/03	REMAINING BALANCE
REVENUE								
Lake Park Scrub								
381-E419-3403	State Grant Capital - Phy Env	0	0	1,255,345		1,255,345	0	1,255,345
Total Receipts and Balances:				1,255,345				
APPROPRIATIONS								
Reserves								
381-9900-9917	Reserves - Property Acquisition	318,833	14,704,673	1,255,345		15,960,018	0	15,960,018
Total Appropriations & Expenditures:				1,255,345				

Environmental Resources Management
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures _____ Date 6/30/03
3 July 03

By Board of County Commissioners
At Meeting of 07/15/03
Deputy Clerk to the Board of County Commissioners
Linda C. Hick
PALM BEACH COUNTY FLORIDA

FLORIDA COMMUNITIES TRUST
DEPARTMENT OF COMMUNITY AFFAIRS
LAND ACQUISITION REIMBURSEMENT RECEIPT

DATE DELIVERED TO FLORIDA COMMUNITIES TRUST: _____, 2003

DATE WARRANT DELIVERED TO PAYEE: Sept 2, 2003

SIGNATURE OF PAYEE (AGENT):

Richard E. Walby

WARRANTS:

NUMBER 2097438, dated 06/25/03, in amount of \$252,344.03

NUMBER 2130156, dated 06/30/03, in amount of \$1,003,000.78

FCT PROJECT NAME: Lake park Scrub Natural Area
FCT PROJECT NO: 01-036-FF1
FCT RECIPIENT: Palm Beach County and Town of Lake Park
PAYEE: Palm Beach County

FLORIDA COMMUNITIES TRUST

By:

Michael B. Marvin

Michael B. Marvin
Trust Counsel