



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, February 1, 2012,  
Immediately Following the  
CRA Board Meeting,  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kendall Rumsey</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
<b>Tim Stevens</b>	—	<b>Commissioner</b>
.....		
<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Town Clerk</b>

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

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **PUBLIC and OTHER COMMENT:**

This time is provided for audience members to address 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.

G. **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.

**Consent Agenda Items Recommended For Approval:**

1. Regular Commission Meeting Minutes of January 18, 2012 Tab 1
  2. Renewal of Intergovernmental Consultant (Lobbyist) Agreement Tab 2
  3. Resolution No. 03-02-12 Modified Renewal Contract between Palm Beach County Library Cooperative Members and SirsiDynix Tab 3
  4. Resolution No. 04-02-12 Deferred Payment Agreement between Delray Beach Public Library and Town of Lake Park Public Library Tab 4
  5. Resolution No. 05-02-12 Contract between Southeast Florida Municipal Libraries Digital Consortium Members and Overdrive “e-book” Vendor Tab 5
- H. **ORDINANCE ON FIRST READING:**
6. Ordinance No. 03-2012 Retired Police Officers Pension Fund Tab 6  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING ORDINANCE 13-2003 WHICH CREATED A TRUST FUND FOR THE PURPOSE OF PAYING PENSION, DISABILITY AND SURVIVOR BENEFITS FOR RETIREES OF THE LAKE PARK POLICE PENSION FUND; PROVIDING FOR THE AMENDMENT OF SECTION 7 PROVIDING FOR THE ADMINISTRATION OF THE TRUST; PROVIDING FOR THE AMENDMENT OF SECTION 8 PERTAINING TO THE TRUST'S FINANCES AND FUND MANAGEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.
- I. **DISCUSSION AND POSSIBLE ACTION:**
7. Award of Bert Bostrom Park Restroom-Storage Building (Design-Build) to Ahrens Companies Tab 7
  8. Resolution No. 06-02-12 Amendment to Grant Agreement for Bert Bostrom Park Restroom Storage Building Tab 8
- J. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**
- K. **ADJOURNMENT:**

# **Consent Agenda**

# TAB 1



**Town of Lake Park Town Commission  
Agenda Request Form**

**Meeting Date:** February 1, 2012

**Agenda Item No.** *Tab 1*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Regular Commission Meeting Minutes of January 18, 2012

**RECOMMENDED MOTION/ACTION:** To Approve the Regular Commission Meeting Minutes of January 18, 2012

**Approved by Town Manager** *U. G. Davis* **Date:** *1/26/12*

Shari Canada, Deputy Town Clerk  
Name/Title

January 23, 2012  
Date of Actual Submittal

<b>Originating Department</b>  Town Clerk	Costs: \$0  Funding Source: 0  Acct. # 0	<b>Attachments:</b> <b>Agenda Meeting Minutes Exhibit "A"</b>
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> <b>Town Clerk</b> <i>VMC</i> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>VMC</i> <b>Please initial one.</b>

**Summary Explanation/Background:**



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, January 18, 2012, 7:00 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kendall Rumsey</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
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- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PRESENTATION:**
  - 1. View Video of "Fill in the Gaps Holiday Project" Event at Lake Shore Park Tab 1
  - 2. Certificate of Appreciation in Honor of Lt. John Hill Jr., of the Palm Beach County Sheriff's Office Tab 2
- G. **PUBLIC and OTHER COMMENT:**

This time is provided for audience members to address 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.

- H. **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.

**Recommended For Approval:**

3. Regular Commission Meeting Minutes of January 4, 2012 Tab 3  
4. Award the Purchase of Engineered Wood Fiber (ADA Mulch to the Low Bidder, Rep Services, Inc. Tab 4

I. **ORDINANCE ON FIRST READING:**

5. Ordinance No. 03-2012 Retired Police Officers Pension Fund Tab 5  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING ORDINANCE 13-2003 WHICH CREATED A TRUST FUND FOR THE PURPOSE OF PAYING PENSION, DISABILITY AND SURVIVOR BENEFITS FOR RETIREES OF THE LAKE PARK POLICE PENSION FUND; PROVIDING FOR THE AMENDMENT OF SECTION 7 PROVIDING FOR THE ADMINISTRATION OF THE TRUST; PROVIDING FOR THE AMENDMENT OF SECTION 8 PERTAINING TO THE TRUST'S FINANCES AND FUND MANAGEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

J. **PUBLIC HEARING:**  
**ORDINANCE ON SECOND READING:**

\*\*\*\*\* OPEN PUBLIC HEARING\*\*\*\*\*

- A. Staff Report  
B. Public Comments  
C. Commission Deliberation

6. Ordinance No. 01-2012 Remove Black Olive from Protected Tree List Tab 6  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34, ARTICLE I; SECTION 34-2 OF THE TOWN CODE, ENTITLED "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Staff Report

**E. Public Comments**

**F. Commission Deliberation**

**7. Ordinance No. 02-2012 Interest Rate for Code Violations**

**Tab 7**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-37, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO THE STATUTORY INTEREST RATE TO BE APPLIED TO FINES WHICH HAVE ACCRUED FROM CODE ENFORCEMENT PROCEEDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.**

**\*\*\*\*\* CLOSE PUBLIC HEARING\*\*\*\*\***

**K. DISCUSSION AND POSSIBLE ACTION**

**8. Award of Bert Bostrom Park Restroom-Storage Building (Design-Build) to Ahrens Companies**

**Tab 8**

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

**M. ADJOURNMENT:**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, January 18, 2012 7:00 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 18, 2012 at 7:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, Jeanine Longtin and Tim Stevens, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

Vice-Mayor Rumsey led the Invocation and Mayor DuBois led the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA:**

Mayor DuBois asked if there are additions or deletions to the agenda.

Town Manager Davis requested that Item #5 be pulled from the agenda.

Commissioner Hockman requested to add Discussion of Town Manager's Contract to the agenda.

**Motion: A motion was made by Commissioner Hockman to approve the Agenda as amended; Commissioner Longtin made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

**PRESENTATION:**

- 1. View Video of "Fill the Gaps Holiday Project" Event at Lake Shore Park**

The Commission viewed the video.

Mayor DuBois commented that it was a great event and thanked the Palm Beach Sheriff's Office. He noted the video is available on you tube by searching Lake Park Christmas.

Lt. Palenzuela thanked Town Manager Davis and the Town for all the assistance for the event.

Deputy Johnston advised that 206 people attended the event, 190 children in the Town of Lake Park received toys and 21 people volunteered. She noted that Kohl's volunteered some of their time and Bridges of Lake Park provided the Bounce Houses. She stated that sponsors included the Palm Beach County Sheriff's Foundation, Bridges of Lake Park, Wal-Mart, Kohl's Children's Home Society, National Center for Missing and Exploited Children, Lowe's, Publix, Stevie B's Pizza and the Town of Lake Park.

## **2. Certificate of Appreciation in Honor of Lt. John Hill Jr., of the Palm Beach County Sheriff's Office**

Mayor DuBois presented Lt. John Hill Jr. with the certificate of appreciation for serving as Acting Commander during the period of August 2011 through November 2011, while Lt. Palenzuela was in training.

### **PUBLIC AND OTHER COMMENTS:**

1. Jim Lloyd, 220 Lake Shore Drive, spoke about the noise ordinance and the hiring of a consultant and the expenditure of funds for the consultant.

Mayor DuBois advised that the Town has funds to pursue changes to ordinances as necessary. He stated that from time to time it is necessary to make changes to ordinances that have become out of date or need to be improved.

2. Susan Lloyd, 220 Lake Shore Drive, spoke about the hiring of a consultant regarding the noise ordinance. She asked for the status of Don Ramon's. She advised that Kelsey's Bar & Grill has closed and noted that they had received a low interest loan from the CRA.

Mayor DuBois advised that Don Ramon's recently complete negotiations regarding the leasing of property for the restaurant and will be moving forward.

Town Manager Davis advised that Kelsey's Bar & Grill never received a low interest loan or grant from the Town or the CRA.

3. Richard Aherns, 803 Park Avenue and 1461 Kenick Road, apologized to the Commission for his actions at the last meeting. He advised that he has entered into a contract to sell his property located at 801 Park Avenue. He also advised that funding for the Charter School is near completion and the project will be moving forward.

4. Michael O'Rourke, 501 Lake Shore Drive, spoke about The Sunflower Project at the Community Garden. The purpose of the project is to teach children about gardening. He noted that he provided a brochure to the Town Manager.

Commissioner Longtin asked for a copy of the brochure.

Town Manager Davis advised that a copy would be provided to each Commissioner.

5. Edie McConville, 638 W. Kalmia Drive, she recommended that the Town of Lake Park have a State of the Town Address. She advised that Kiwanis would like to sponsor an Irish Fair on March 17, 2012 at the Kelsey Park Pavilion. She requested assistance from the Town for waivers for Special Event Permit and Waiver of the Facility fee for the pavilion.

Mayor DuBois asked what the Town can do now for this event.

Town Manager Davis advised that if the Town Council approves the requests for waivers she would make sure it moved forward.

Consensus was reached to provided Kiwanis with waiver for a Special Event Permits and Waiver of the facility fees for the Kelsey Park Pavilion for the March 17, 2012 Irish Fair.

#### **CONSENT AGENDA ITEMS:**

3. **Regular Commission Meeting Minutes January 4, 2012**
4. **Award the Purchase of Engineered Wood Fiber (ADA Mulch) to the Low Bidder, Rep Services Inc.**

Commissioner Longtin requested that each item be discussed separately.

#### **3. Regular Commission Meeting Minutes of January 4, 2012**

Commission Longtin advised she would be voting no on the minutes.

Commissioner Stevens asked about the status of the videos of the Town Commission meetings on the Town's website.

Town Manager Davis advised the cost is \$149 a month and advised that there will be an item for Commission consideration and deliberation at the February 1, 2012 Commission Meeting.

Commissioner Stevens asked if the meetings could be placed on you tube to avoid expending funds.

Town Manager Davis advised that staff and the Town's website host has review all opportunities and noted that all the facts would be brought forward at the February 1, 2012 meeting for consideration.

**Motion: A motion was made by Stevens to approve item number 3 on the Consent Agenda; Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin		X	
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-1

**4. Award the Purchase of Engineered Wood Fiber (ADA Mulch) to the Low Bidder, Rep Services Inc.**

Town Manager Davis advised that each year ADA Mulch is purchased for various parks and facilities.

Commissioner Hockman asked a question about the delivery of the mulch. He noted that the other bidders could delivery 90 cubic yards but the low bidder was delivering 100 cubic yards.

David Hunt, Public Works Director, explained that he has verified with the low bidder that they do have trucks with 100 cubic yard capacity.

Commissioner Stevens asked if there are any other solutions that can be used instead of purchasing ADA Mulch on an annual basis.

Director Hunt advised that he has not evaluated any other solutions. He noted that the products must be carefully screened as to ensure safety. He noted that recycled tires are probably available but would not be appropriate because of the metal fibers in the tires.

Town Manager Davis advised that recycled tires can be used in certain applications. However, from an ADA prospective the other solution is the rubber matting and she has evaluated it and the rubber ADA matting is extremely expensive. She noted the other solutions will be evaluated.

**Motion: A motion was made by Stevens to approve item 4 on the Consent Agenda; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

**Ordinance On First Reading:**

**5. Ordinance No. 03-2012 Retired Police Officers Pension Fund**

Item was pulled from the agenda. The item will be brought back for consideration at the February 1, 2012 meeting.

**PUBLIC HEARING:**

Mayor DuBois opened the Public Hearing.

**Ordinance on Second Reading:**

**6. Ordinance No. 01-2012 Remove Black Olives from Protected Tree List**

Nadia DiTommaso, Community Development Department Director, explained that the Ordinance would remove the Black Olive Tree from the Protected Tree List.

There were no public comments for this item.

**Motion: A motion was made by Vice Mayor Rumsey to approve the Ordinance on Second Reading; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		

Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Town Attorney Baird read the Ordinance into the record by caption only.

**7. Ordinance No. 02-2012 Interest Rate for Code Violations**

Nadia DiTommaso, Community Development Department Director, explained the purpose of this ordinance is to include reference to State Statutes 55.03 relating to the interest rate for code violations.

Commissioner Hockman asked would this have a change on the amount of revenue the Town receives.

Community Development Director DiTommaso explained that the interest rate is set by the Palm Beach County Chief Financial Officer and it changes quarterly. She noted that the interest is not calculated until the violation moves forward for lien reduction and the interest rate is calculated at that time and until a case moves to this stage there is no way to determine the amount of revenue that would be generated.

Commissioner Stevens asked about the current interest rate and if the Special Magistrate can waive the interest.

Community Development Director DiTommaso advised the current interest rate is 4.75% and the fine and interest rate is determined by the Special Magistrate on a case by case basis.

There were no public comments on this item.

**Motion: A motion was made by Vice Mayor Rumsey to approve the Ordinance on Second Reading; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		

Mayor DuBois	X		
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Motion passed 5-0

Town Attorney Baird read the Ordinance into the record by caption only.

Mayor DuBois closed the Public Hearing.

**DISCUSSION AND POSSIBLE ACTION**

**8. Award of Bert Bostrom Park Restroom-Storage Building (Design-Build) to Aherns Companies**

Town Manager Davis advised that the Town received a Community Development Block Grant (CDBG) in the amount of \$53,377. The application was to replace an existing dilapidated storage and bathroom facility at Bert Bostrom Park. She noted that staff developed a design-build bid in-house and put it out to bid. She noted that the Town received five bids and lowest responsive bidder is the Aherns Companies.

Commissioner Hockman noted that J&W Construction was the lowest bidder but is being rejected due to not providing a list of sub-contractors.

Richard Pittman, CRA Project Manager, explained that both Palm Beach County and the Town requires that specific documents be submitted with the bid including a list of sub-contractors. He noted upon reviewing the lowest bidders package the page was left blank. He contacted J&W Construction and advised that the bid is incomplete and that the bid would be viewed as non-responsive.

Town Manager Davis explained that she also asked about the sub-contractor list. She noted that the sub-contractor list is a requirement of the County and it is automatically tossed out if the sub-contractor list is not provided. She noted it is a provision of the grant.

Town Attorney Baird advised that it is the responsibility of the bidders to respond to all portions of the bid. He noted that if the contractor was going to do all the work himself a responsive bid would have said "I do not intent to use any sub-contractors. I am licensed to do all of the work that is being solicited." He stated that legally it is clear that the bid was not responsive.

Commissioner Hockman stated that he is concerned about the fact that Aherns and the Town have a contract and that there could be a conflict of interest.

Town Manager Davis stated that the Town Attorney would have to determine if there is a conflict of interest with Aherns.

Commissioner Hockman asked about using a pre-fabricated building.

CRA Project Manager Pittman advised that pre-fabricated buildings were evaluated and did not find combination ADA restrooms with storage pre-fabricated facility locally.

Commissioner Hockman asked for the projected cost for the demolition of the building.

CRA Project Manager Pittman advised that the demolition work would be done in-house and the equipment necessary would be rented.

Public Works Director Hunt advised the cost would be for rental of equipment and roll-off dumpster. He noted he did not have exact figures with him.

Commissioner Stevens asked if this item is time-sensitive and needs to be approved at this meeting.

CRA Project Manager Pittman advised that an addendum to the grant agreement would be required and approved by the County and Town Commission. He noted that an extension has already been requested and the addendum is expected to be presented to the Commission at the February 1, 2012 Commission Meeting. He stated that he does not believe a two week extension of the approval of the item would be a problem.

Commissioner Stevens asked if a two week extension would be sufficient time to get an itemized list of expenses not covered by the grant.

Town Manager Davis advised "yes".

Commissioner Longtin stated that she believes there is a conflict of interest to award a contract to a company with an agreement with the Town. She requested that this item go before the Planning and Zoning Board.

Mayor DuBois asked about electrical outlet in the restrooms and stated that he would like to see two GFI outlets in each restroom for future needs.

CRA Project Manager Pittman advised that there are hand dryers in each bathroom and that a change order price should be reasonable.

**Motion: A motion was made by Commissioner Hockman to postpone this item to the February 1, 2012 meeting; Vice Mayor Rumsey made the second.**

Mayor DuBois stated he saw no reason to hold up the project moving forward as all the information related to the bid were presented.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		

Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois		X	

Motion passed 4-1

### 9. Discussion of Town Manager's Contract

Commissioner Hockman discussed Town Manager Davis' contract and performance. He provided copies of documents to each Commissioner, Town Manager, Town Attorney and Town Clerk. (See Exhibit "A")

Mayor DuBois stated that currently the Palm Beach County Ethics Commission is reviewing this item. He stated that the relationship between Ms. Bass and Town Manger Davis was discussed at the time the contract was entered into with each of the Commissioners on the Commission at that time and any conflict was discussed.

Commission discussion continued regarding Town Manager Davis' contract and performance.

Mayor DuBois suggested that Commissioner Hockman submit his statement and documentation to the Ethics Commission and that this item be continued to such a time as the Ethics Commission can provide the Town with information regarding its findings.

Commissioner Hockman asked if the information he is providing opens the Town Manager's contract to negotiation.

Town Attorney Baird advised that the contract contains a provision that unless 60 days prior advanced written notice of termination of the contract is provided to the Town Manager the contract automatically renews. Therefore if it is the intention of the Commission to terminate the contract then the notice provision must be met.

Mayor DuBois stated if it is the Commission intention to terminate Town Manager Davis' contract for cause and then the Ethic Commission's findings do not concur with the Town's findings it could open the Town to litigation.

Commissioner Stevens discussed the modification and termination clauses of Town Manager Davis' contract.

Town Attorney Baird explained as per section 21 of the contract the Commission may terminate the contract without the 90 day written notice however, that would require a finding of one of six items that constitute cause per the contract and a 4/5 vote of the Commission.

Mayor DuBois expressed concern about terminating the contract while the Commission on Ethics was performing an investigation. He stated that if the Commission on Ethics

does not agree with the finds of the Commission it would open the Town to litigation for wrongful termination. He recommended that the Commission follow the investigation of the Ethics Commission, that Commissioner Hockman present his statement and findings to the Ethics Commission and when the findings are presented by the Ethics Commission that then the Town Commission take action, if necessary.

Vice Mayor Rumsey stated that he has not had time to review this information and wants to take time and study the information that was provided by Commission Hockman. He noted that the Commission needs to discuss Town Manager Davis and whether they want to continue to have Ms. Davis in the position of Town Manager. He states that if the Commission is going to terminate with cause the Commission should wait until the Commission Ethics issues its findings. He requested that this be an agenda item.

**Motion: A motion was made by Commissioner Longtin to file the documents provided by Commissioner Hockman into the minutes of this meeting; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Discussion continued.

Commissioner Hockman asked for Discussion of Town Manager Davis' Contract to be on the February 1, 2012 Agenda. The Commission reached consensus.

**COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Commissioner Hockman** requested the cost for the noise ordinance consultant. He discussed the Aherns property at One Park Place and noted that he is concerned regarding the green space around the property. He discussed the Sunflower Project and the Irish Fair. He stated that the Green Market is starting this coming weekend.

**Commissioner Longtin** expressed concerns over the consultant for the noise ordinance. She asked about how the Town acquired the bicycles given out at Christmas.

Town Manager Davis advised that five bicycles were in the recreation storage area and it is unknown who donated the bicycles, it is believed to be Wal-Mart and two of the bicycles were provided by private donations.

Commissioner Longtin stated that she still does not know how the money donated to the Community Garden is being expended.

**Vice-Mayor Rumsey** asked if a Planning and Zoning meeting is scheduled for Tuesday, January 24, 2012.

Nadia DiTommaso, Community Development Department Director, advised "no".

Vice Mayor Rumsey stated that the dedication of the tree and plaque to former Mayor Desca DuBois was a nice event and wanted to express appreciation to those that participated. He noted that the Green Market starts on Sunday January 22, 2012 from 11:00 am to 3:00 pm. He advised there is a website for the market lakeparksundaymarket.com. He asked about parking for the vendors.

Community Development Director DiTommaso advised that the vendors and visitors can park at Lake Shore Park, Tennis Courts, Greenbriar and Foresteria meters. She noted that the parking will be set aside for free event parking.

Vice Mayor Rumsey suggested that an area be set aside as a reserved area for the vendors that is not directly in front of the event. Consensus was reached to have Community Development Director DiTommaso discuss the vendor parking with Mr. Welsch.

**Commissioner Stevens** stated that the Tree Dedication for former Mayor Desca DuBois was nice. He noted that the Color of Hope event was great. He noted the sale of One Park Place and potential occupancy of the building would be great for the Town and it is an important step in improving the CRA. He asked about the location of the Bioscience meeting location.

Mayor DuBois advised the meeting will be at Palm Beach State College.

Commissioner Stevens state that the Sunflower Project sounds great and encouraged participation. He discussed the Green Market. He asked for a update on the Marina Lawsuit. He asked when the next Planning and Zoning Board meeting would be held.

Community Development Director DiTommaso advised the next meeting is February 6, 2012.

Commissioner Stevens asked if the noise ordinance would be on the agenda.

Community Development Director DiTommaso advised that she did not know yet.

Commissioner Stevens stated that when the noise ordinance is on the Planning and Zoning Board Agenda to attend the meeting and express any concerns. He further noted

the ordinance would then come before the Commission and encourage residents to participate in the discussion.

**Mayor DuBois** noted that he would be attending the Friday, January 20, 2012, Regional Planning Meeting. He discussed the Relay for Life. He noted that Thursday, January 19, 2012 is the Metropolitan Planning Organization meeting at 9:00 am. He noted the Bioscience Land Preservation Board meeting is on Thursday, January 19, 2012. He noted the North County Intergovernmental Coordination meeting is scheduled for Monday, January 23, 2012. He noted that he attended the Government Affairs Committee meeting of the Chamber of Commerce on Friday, January 13, 2012. He noted that the Town hosted the Economic Development Committee meeting on Tuesday, January 17, 2012. He discussed the Color of Hope event. He thanked Edie McConville for her work on the Irish Fair. He advised that himself, Commissioner Hockman and Town Manager Davis went to the Legislative Session for Palm Beach County Days in Tallahassee. He noted the Children's Garden Club starts on Saturday January 21, 2012. He discussed the Sunday Green Market. He thanked everyone for coming out to former Mayor Desca DuBois tree memorial service.

**Town Manager Davis** advised that on Thursday, January 26, 2012 Linking Solution will be in the Mirror Ballroom at 10:00 am providing free information about public services such as "how to save money on your telephone bill", "how to get a free cell phone and free monthly minutes", "stop texting and driving campaign", "how to avoid illegal phone charges", high blood pressure checks, and services for the vision impaired. She noted the Sunset Celebration will be on the last Friday of the month. She advised that she has not read the package provided by Commissioner Hockman however, in listening to Commissioner Hockman's comments there are inaccuracies in his statements and that once she reviews the information Commissioner Hockman has provided she will talk with each of the Commissioners.

**Attorney Baird** advised that the February 9, 2012 mediation meeting regarding the lawsuit regarding the Inspector General's Office may be avoided. He noted that there has been some progress in the discussion between the City Attorney representatives and the County Attorneys. He stated that there is a meeting on Wednesday January 18, 2012 where an outline of a possible settlement will be discussed. He noted that the mediation meetings regarding the marina lawsuit has been cancelled. He explained that the mediation meeting has been cancelled because, the main defendants, Murphy and ATM have advised that they are not ready. He advised that he anticipates mediation will be rescheduled for February or March.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Hockman and seconded by Commissioner Stevens, and by unanimous vote, the meeting adjourned at 9:12 p.m.

\_\_\_\_\_  
Mayor James DuBois

\_\_\_\_\_  
Town Clerk, Vivian Lemley, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2012

**Facts:**

Ms. Davis was hired as Town Manager on January 3, 2007 (See Attachment #1)

Ms. Davis solicited Patricia Bass, ESQ for legal services before April 23, 2007. (See Attachment #2)

Ms. Davis directs HR Director Bambi Turner to seek 2 additional quotes for legal services from attorneys recommended by the Town Attorney Tom Baird. (See Attachment #2)

May 4, 2007 HR Director Bambi Turner receives quotes from 2 firms recommended by Town Attorney Tom Baird. (See Attachment #3)

Quote from Glen J, Torcivia & Assoc. PA approximately \$2850 (See Attachment #3)

Quote from Jim Lynn ranged between \$5000 and \$7000 (See Attachment #3)

On May 7, 2007 the town received a letter from Patricia Bass with a quote for approximately \$4000 (See Attachment #4)

**Concerns:**

The April 23, 2007 email indicated that the town manager had received the quote from Patricia Bass yet letter to HR Director Bambi Turner was received with Patricia Bass' quote was dated May 7, 2007. Why was Patricia Bass's quote the first solicited and received according to emails, yet the last quote to be received in the correspondence, subsequent to the other 2 quotes that had been received?

**Facts:**

Letter dated June 25, 2007 to the HR Director from Patricia Bass acknowledging selection of Patricia Bass as the attorney selected for the handbook review project. (See Attachment # 5)

Within the proposal letter, it is stated that the complete rewrite would be completed in early September (2007) which Ms. Davis advised her would be timely for submission to the Town Commission prior to the fiscal year. (See Attachment #5)

**Concerns:**

Who made the decision to hire Patricia Bass when she was not the lowest price quote? She was the lowest hourly price but not the lowest price for the project.

In the letter dated June 25, 2007, Patricia Bass indicated the scope of the project changed after being selected and a meeting with HR Director Bambi Turner and Ms. Davis. The scope and changes would not be more than the purchasing authority of the Town Manager (\$10,000). (See Attachment #5) Why was the project not sent out again for rebid when it was determined it was going to cost 2 ½ times the original quote? Instead, the project remained with Patricia Bass without further bidding. Why was the purchasing authority limit bought up in the letter by Patricia Bass? (See Attachment #5) Do all vendors discuss the Town Manager's authority limit? Why did

it take an additional 2 years to complete the Handbook project? ) See Agenda Item No. 10 for the Commission Meeting held on April 1, 2009. Adoption of Employee Handbook Update.

**Facts:**

Commencing June 25, 2007, invoices from Patricia Bass with the address of 7630 SW 64<sup>th</sup> Court, South Miami, FL 33413 that were submitted to the town for payment. (See Attachment #6)

On July 5, 2007 the Town Manager signs off on request for disbursement for payment to Patricia Bass. (See Attachment #7)

On October 22, 2007, the Town Manager put on the Consent Agenda item for additional \$10,000 for the Handbook project. (See Attachment #8)

On June 11, 2008 the Town Manager requests an additional \$10,000 for the Handbook project. (See Attachment #9)

On June 3, 2009 there was a request for an additional \$9,900 relating to the Handbook project revisions and training submitted by the Town Manager. (See Attachment #10)

From the dates of July 2007 through the end of November 2011, the town of Lake Park has paid to Patricia Bass the sum of \$110,737.50. (See Attachment #11)

**Concerns:**

Ms Davis had as a registered address between 2000 and 2008 the address of 7630 SW 64<sup>th</sup> Court, South Miami, FL 33413 for her Florida Drivers License, Voter Registration, and vehicle registration. This is the same address that Patricia Bass submitted invoices from to the Town of Lake Park.

Additionally, the property at 3407 S. Ocean Blvd., Apt 2B, Highland Beach, FL 33487 was purchased in August 2001 and is currently jointly owned by Maria Davis and Patricia Bass. (See Attachment #12)

**Investments in conflict with official duties.** Member should not invest or hold any investment directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duty. The jointly owned real estate Maria Davis owns with Patricia Bass creates that conflict.

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert, with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments. Did Maria Davis make it known of her prior living arrangements with Patricia Bass or make their current joint property ownership known to the Commission?

**Personal Relationship.** Members should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

**Confidential Information.** Member should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

The emails by HR Director and letter from Patricia Bass and the date discrepancies in which the quotes for services were received. The mere fact that the information concerning the competing bid quotes were received on May 4, 2007 and Patricia Bass' quote was received on May 5, 2007 is contradicted by HR Director's email gives rise to the appearance that the quote received from Patricia Bass subsequent to those of Torcivia and Linn might have had the opportunity to be influenced.

**Private Employment:** Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, services, or business creates a conflict with or impairs the proper discharge of their official duties.

In this same light, the solicitation and selection of Patricia Bass by the Town Manager constitutes a clear conflict of interest given their shared residential address and current jointly owned property.

# **Attachment No. 1**

**MARIA V. DAVIS**  
6302 SW 43<sup>RD</sup> Street  
Miami, FL 33155  
Hm: 305-668-1582 Cell: 786-229-9709  
Email: [mdavis7282@aol.com](mailto:mdavis7282@aol.com)

January 8, 2007

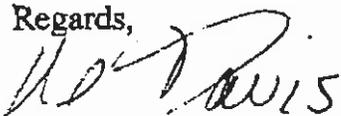
Ms. Vivian Mendez, Town Clerk  
Town of Lake Park, Florida  
535 Park Avenue  
Lake Park, FL 33404 – 2603

**RE: EXECUTED EMPLOYMENT AGREEMENT**

Dear Ms. Mendez:

Enclosed please find my executed employment agreement. Please provide copies to the Interim Town Manager and Personnel Director for their handling of my insurance and for file. Your prompt assistance in this matter is greatly appreciated.

Regards,



Maria V. Davis

Cc: Enclosure

**RESOLUTION NO. 22-04-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF LAKE PARK, FLORIDA, AMENDING THE  
EMPLOYMENT AGREEMENT FOR THE TOWN MANAGER  
OF THE TOWN OF LAKE PARK, FLORIDA.**

**WHEREAS**, pursuant to the Town Charter, the Town of Lake Park operates as a council-manager form of government; and

**WHEREAS**, the Town Commission employs a Town Manager; and

**WHEREAS**, the Town Commission has an employment agreement with its Town Manager; and

**WHEREAS**, the Town Manager and Town Commission have agreed to amend the Agreement.

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

**Section 1.** The Town Manager and Town Commission agree that Sections 10 and 15 of the Agreement shall be changed as shown in Exhibit "A" attached hereto and incorporated herein.

**Section 2.** The Mayor is authorized and directed to execute the First Amendment to the Employment Agreement.

**Section 3.** This resolution shall take effect upon adoption.

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

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	<u>—</u>
VICE-MAYOR ED DALY	<u>/</u>	<u>—</u>
COMMISSIONER CHUCK BALIUS	<u>Absent</u>	<u>—</u>
COMMISSIONER JEFF CAREY	<u>/</u>	<u>—</u>
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution NO. 22-04-08 duly passed and adopted this 2 day of April, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
 DESCA DUBOIS  
 MAYOR

ATTEST:

Vivian Mendez Lemley  
 VIVIAN MENDEZ LEMLEY  
 TOWN CLERK

TOWN OF LAKE PARK  
 (TOWN SEAL)  
 SEAL  
 FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
 THOMAS J. BAIRD  
 TOWN ATTORNEY

## EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 3rd day of January, 2007, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter called "Town") and Maria V. Davis (hereinafter called "Town Manager"),

**WHEREAS**, on December 6, 2006, the Lake Park Town Commission (hereinafter called "Town Commission") voted five to zero to engage the services of Maria V. Davis as Town Manager of the Town of Lake Park;

**WHEREAS**, the duties and responsibilities of the Town Manager are generally defined in the Town Charter and in the Code of Ordinances of the Town of Lake Park (hereinafter called "Town Code") ; and

**WHEREAS**, the Town Commission and the Town Manager intend by this Agreement to set forth the terms, conditions and understandings for the employment of the Town Manager by the Town Commission.

**NOW THEREFORE, it is agreed and acknowledged as follows:**

### **Section 1: Recitals**

The recitals stated above are true and correct to the best of the knowledge of the Parties hereto and incorporated herein by this reference.

### **Section 2: Appointment**

Pursuant to Section 2-81 of the Town Code, the Town, acting through its Town Commission, appoints Maria V. Davis as Town Manager, effective February 1, 2007.

### **Section 3: Term**

The term of this Agreement shall be for an initial period of one (1) year. This Agreement shall automatically be renewed on its anniversary date for a one [1] year term unless either Party provides written notice of termination of this Agreement at least ninety (90) days before the expiration date. In the event this Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the

expiration of the term of the Agreement. The Town Manager shall be entitled to all compensation including salary and accrued annual leave paid in lump sum plus continuation of all benefits for the remainder of the term of this Agreement.

#### **Section 4: Duties and Authority**

Town agrees to employ Maria V. Davis as Town Manager to perform the functions and duties specified in ARTICLE VI, Section 4 of the Town Charter and Chapter 2, Article III Sections 2-82 and 2-83 of the Town Code and to perform legally permissible and proper duties and functions of the Town Manager.

#### **Section 5: Non-Interference**

Commission members shall address their questions and concerns regarding the financial condition, operations, personnel and other Town matters directly to the Town Manager and the Town Manager shall address those matters with the town staff, consultants, contractors and advisors. Individual members of the Town Commission shall not, acting alone and without authorization of the Town Commission, direct the Town Manager to enter into or terminate any contract, to grant or withhold funds to any person, nor instruct any Town personnel under the Town Manager's control to take or refrain from any action. This paragraph shall not be applied to limit Article VI, Section 4. "Town manager has full authority over administrative service" provision of the Town Charter, or Article III, Section 2-82., "Powers and duties of town manager" and Section 2-83 "Town manager's control over administrative services" provisions of the Code of Ordinances.

#### **Section 6: Compensation**

Town agrees initially to pay Town Manager an annual base salary of \$125,000, payable in installments at the same time that the other management employees of the Town are paid. Subsequently, the Town agrees that upon a favorable six month review as set forth in Section 8. Performance Reviews, the Town shall increase the annual base salary of the Town Manager to \$130,000. Further, this Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Town's compensation policies.

The Town Manager shall receive an annual merit increase upon a satisfactory performance evaluation by a majority vote of the Town Commission. The amount of said increase shall be determined by the Town Commission.

### **Section 7: Residency**

The Town Manager shall establish residency within the Town of Lake Park within six (6) months of the effective date of this Agreement, and shall maintain residency in the Town of Lake Park throughout the initial term of this Agreement and any renewals thereafter.

### **Section 8: Initial Performance Review and Subsequent Annual Reviews**

The Town Commission shall conduct an initial review of the performance of the Town Manager six (6) months from the effective date of this Agreement, and shall 6 (six) months thereafter conduct an annual review to evaluate the performance of the Town Manager. The annual reviews and evaluations shall be in accordance with criteria mutually developed and adopted by the Town Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Town Commission deems necessary for the proper operation of the Town and the attainment of the Town Commission's policy objectives. The Town Commission and Town Manager shall further mutually adopt and establish a relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided. The initial goals and performance objectives shall be established within one hundred twenty (120) days after commencement of the Town Manager's employment. The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager.

### **Section 9: Hours Per Week**

The Town Manager shall devote whatever time is necessary to properly perform the duties of the position; it being generally understood, however,

that on average, a minimum of forty (40) hours per week is necessary for adequate job performance.

**SECTION 10: Annual Leave**

During the first year of her employment, the Town Manager shall be credited with (i.e. initially receive) the same number of days of annual leave for an employee with 10+ years of service with the Town. Thereafter the Town Manager shall accrue annual leave in accordance with the Town's leave policy for an employee with 10+ years of service with the Town. Otherwise the accrual of annual leave shall be in accordance with the Town policy.

**SECTION 11: Holidays**

The Town Manager shall be entitled to the same paid holidays granted to the Town's general employees.

**SECTION 12: Health Benefits**

The Town shall provide the Town Manager coverage under its comprehensive Preferred Provider Option Plans, including medical, dental and vision. In addition, the Town shall provide both short term and long term disability coverage for the Town Manager under its current plans. Coverage shall commence in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by Provider.

**SECTION 13: Life Insurance**

The Town shall provide a term life insurance policy for the Town Manager in an amount equivalent to the Town Manager's base salary and shall pay the total premiums for this coverage. Coverage shall commence in accordance with the terms of the provider's contract.

**SECTION 14: Automobile Allowance**

The Town shall pay the Town Manager an allowance of \$575.00 per month for automobile expenses. The Town Manager shall not be required to supply any receipts or other documentation in order to receive this allowance.

### **SECTION 15: Retirement**

For the initial term (i.e. one year) of the Town Manager's employment, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to 12.5 % of the Town Manager's annual base salary. For any subsequent renewals of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater than this percentage. All such funds shall be owned by the Town Manager and fully transferable to her upon the termination of her employment to the extent allowed by law.

### **SECTION 16: Dues and Subscriptions**

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA) and the Florida City and County Management Association (FCCMA). The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

### **SECTION 17: Outside Activities**

With prior approval of the Town Commission, the Town Manager is permitted to engage in additional professional activities separate and apart from Town matters, provided said activities do not conflict or interfere with the performance of the Town Manager's Town duties and responsibilities.

### **SECTION 18: Moving Allowance and Housing Expenses**

The Town shall pay the Town Manager on a reimbursement basis a moving allowance not to exceed \$5,000.00 for moving expenses incurred by the Town Manager. The Town Manager shall provide receipts for all expenses for which she seeks reimbursement.

### **SECTION 19: Equipment, General Business Expenses and Professional Development**

The Town shall provide appropriate equipment necessary for the Town Manager to perform her official responsibilities. The Town shall also provide the Town Manager with a laptop computer at the expense of the

Town, which shall remain the property of the Town. The Town shall issue the Town Manager a cell phone. Alternatively, The Town Manager may use a private cell phone and receive a monthly cell phone allowance of \$100.00. The Town Manager shall not be required to supply any receipts or other documentation in order to receive the cell phone allowance.

The Town agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Town also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

The Town acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Town shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

#### **Section 20: Indemnify and hold harmless**

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind of nature, arising out of the performance of duties and responsibilities as Town Manager.

#### **SECTION 21: Termination for Cause**

The employment of the Town Manager may be terminated by a four-fifths majority vote of the Town Commission for cause in accordance with the procedures set forth herein below. The term "for cause" shall be defined to mean:

- 1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;
- 2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
- 3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
- 4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
- 5) The commission of any act which constitutes moral turpitude;
- 6) A knowing or intentional violation of the Code of Ethics of the International City/County Management Association.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Town is under no legal obligation to pay the Town Manager any severance pay. However, the Town shall pay the Town Manager any accrued and unpaid salary and benefits (including annual leave) earned prior to the effective date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. A for cause termination may be reviewed by the circuit court in an original action or a de novo review proceeding.

## **SECTION 22: Termination Without Cause**

The Town Manager may be terminated "without cause" by a four-fifths majority vote of the Town Commission at any time.

If the Town Manager is terminated without cause prior to the expiration of the first term, she shall be paid a lump sum severance pay equal to six (6) months salary. If this Agreement is renewed for an additional year, the severance pay will increase to nine (9) months severance pay. Severance pay shall be paid within thirty (30) working days of the effective date of termination. Additionally, should the Town Commission terminate the services of the Town Manager without cause, then any accrued and unpaid salary and benefits earned prior to the effective date of termination shall be paid. The Town shall continue to pay medical, dental, vision, long term disability, short term disability and life insurance coverage for the Town Manager following the date of termination for a period of time equal to the salary severance benefit. After the payments described above are made,

the Town shall have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect.

**SECTION 23: Voluntary Resignation**

In the event that the Town Manager voluntarily resigns her position with the Town, the Town Manager shall use his or her best efforts to provide to the Town Commission sixty (60) calendar days advance written notice, but under no circumstances less than thirty (30) calendar days advance written notice. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued annual leave as of the date the resignation becomes effective.

In the event the Town Manager voluntarily resigns prior to the expiration of one (1) year of service from the effective date of this Agreement, the Town Manager shall reimburse to the Town any and all moving allowance and housing expenses provided to the Town Manager by the Town Commission.

**SECTION 24: Return of Town Property**

Upon final termination of her employment with the Town, whether voluntary, for cause or without cause, the Town Manager shall, within three (3) business days, return all Town property to the Town, including but not limited to keys, cell phone, lap top computer, documents and any other property of the Town in her possession or control.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date set forth below.

**ATTEST:**

By: Vivian Mendez  
Vivian Mendez, Town Clerk

1/3/07  
Date

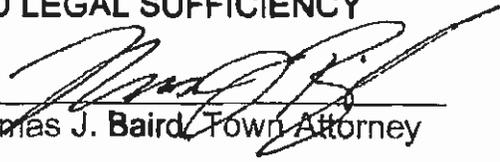


**TOWN OF LAKE PARK**

By: Paul W. Castro  
Paul W. Castro, Mayor

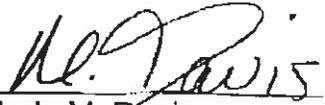
1/3/07  
Date

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

1-3-07  
Date

**TOWN MANAGER**

  
\_\_\_\_\_  
Maria V. Davis

1/8/07  
Date

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR  
TOWN MANAGER FOR THE TOWN OF LAKE PARK, FLORIDA**

WHEREAS, the Town of Lake Park (Town) has executed an Agreement for Town Manager (the Agreement) with Maria V. Davis (Town Manager) effective February 1, 2007; and

WHEREAS, the Town and the Town Manager have agreed to change the terms of Sections 10, entitled "Annual Leave" and Section 15, entitled "Retirement"; and

WHEREAS, on February 20, 2008 the Lake Park Town Commission voted five to zero to amend the original employment agreement between the Town and the Town Manager; and

WHEREAS, the effective date of the amendments to the Agreement will be February 1, 2008;

NOW THEREFORE, the Town and the Town Manager have agreed to amend Section 10 and Section 15 of the Agreement as follows:

**SECTION 10: Annual Leave**

During the first year of her employment, the Town Manager shall be credited with (i.e. initially receive) the same number of days of annual leave for an employee with 10+ years of service with the Town. Thereafter, the Town Manager shall have no cap on the maximum number of hours that can be accrued. Otherwise, the accrual of annual leave shall be in accordance with the Town policy.

**SECTION 15: Retirement**

For the initial term (i.e. one year) of the Town Manager's employment, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal 15% of the Town Manager's annual base salary. For any subsequent renewals of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater than this percentage. All such funds shall be owned by the Town Manager and fully transferable to her upon the termination of her employment to the extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 2 day of April, 2008.

ATTEST:  
TOWN OF LAKE PARK  
SEAL

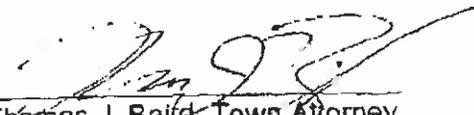
By:   
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By:   
Mayor:

By:   
Maria V. Davis, Town Manager

Approved as to Form and  
Legal Sufficiency:

  
Thomas J. Bald, Town Attorney

# **Attachment No. 2**

**Bambi Turner**

---

**From:** Thomas J. Baird [tbaird@tbairdlaw.com]  
**Sent:** Thursday, April 26, 2007 10:33 AM  
**To:** Bambi Turner  
**Subject:** RE: Attorney Quotes

- 1. Glen Torcivia #686-8700      2. Jim Linn (he represents the town in the Firefighter Pension case # 850-222-5702)

Thomas J. Baird, Esq.  
Thomas J. Baird, P.A.  
11891 U.S. Highway One, Suite 100  
North Palm Beach, FL 33408  
(561) 625-4400  
(561) 625-0610 - Fax  
[tbaird@tbairdlaw.com](mailto:tbaird@tbairdlaw.com)

—Original Message—  
**From:** Bambi Turner [mailto:[bturner@lakeparkflorida.gov](mailto:bturner@lakeparkflorida.gov)]  
**Sent:** Monday, April 23, 2007 9:47 AM  
**To:** [tbaird@tbairdlaw.com](mailto:tbaird@tbairdlaw.com)  
**Cc:** [mgreen@tbairdlaw.com](mailto:mgreen@tbairdlaw.com)  
**Subject:** Attorney Quotes

As you are aware, Maria has received a quote from an employment attorney whom she knows to have our employee policy/handbook reviewed and revised especially pertaining to Title 7 language and procedures, and to have our overall disciplinary forms reviewed and revised, and to provide training to employees on the newly revised manual especially with regard to Title 7. Maria has asked me to contact you to obtain the names and contact information for two additional employment attorneys from whom we can also obtain quotes.

Thanks.

*Bambi McAllen-Turner*  
**Human Resources Director  
Town of Lake Park**

# **Attachment No. 3**

**Bambi Turner**

**From:** Bambi Turner  
**Sent:** Friday, May 04, 2007 11:35 AM  
**To:** Maria Davis  
**Subject:** Attorney Quotes  
**Follow Up Flag:** Follow up  
**Flag Status:** Red

I have received quotes back from both of the attorneys whom I contacted as recommended by Tom Baird. The information which I have obtained from each of them is as follows:

**Lara Donlon**  
**Glen J. Torcivia & Associates, P.A.**  
**Northpoint Corporate Center**  
**701 Northpoint Parkway, Suite 209**  
**West Palm Beach, Florida**

Lara's quote is as follows:

"Bambi,  
Please allow this correspondence to serve as our firm's response to your request for a quote on reviewing and revising Lake Park's personnel policies and to present training on the new policies, including a focus on Title 7.

Generally, my hourly rate is \$250. However, I also discount that rate for municipalities and governmental entities. As such, I am able to offer you an hourly rate at **\$190 per hour**. We bill our time in 1/10th an hour increments and invoice our clients monthly.

With respect to the amount of time the project will take, please allow the following to serve as an estimate based on past experience:

Review/revise Personnel Policies approx. 10 hours  
Prepare PowerPoint Presentation approx. 3 hours  
Present Training on Title 7 and  
New policies 2 hours/presentation

As you can see, Lake Park could expect to incur **\$2470** in fees related to reviewing and revising the personnel policies and preparing a PowerPoint Presentation for training

Additionally, in order to highlight the changes to the policies and advise on preventing harassment and discrimination in the workplace (Title 7) in one training session, we would anticipate the session to last approximately 2 hours (**\$380**). Naturally, it would be Lake Park's discretion in determining how many presentations to offer. Most organizations look at scheduling, room size and cost per presentation in determining the number of presentations to offer."

**James Linn**  
**Lewis Longman & Walker**  
**125 South Gadsden Street**

5/4/2007

**Tallahassee, FL 32302**

Mr Linn provided his quote verbally by telephone. He advised me that his firm can provide the services we are seeking. They have developed policy manuals for a number of public sector clients. He said that the biggest challenge is going through what we have and understanding what our policies are before his firm can suggest revisions. He said that the first step would be for him to come and meet with both you and me to determine what areas of the manual need to be revised. He indicated that the further steps would consist of the following:

1. Review the current manual and develop questions as to what certain provisions mean;
2. Prepare ~~of the~~ Title 7 compliance language;
3. Review and revised FMLA language, and review and revise other areas of the manual that we would describe to him during our initial meeting.

He stated that these things can get involved. The normal range for a comprehensive review and revision (this can be done by phone and email) would probably be \$5,000 to \$7,500. I asked him what the hourly fee would be. He advised me that his firm would charge their normal government rates. His hourly fee is \$245.00 and he would take a lead role in the assignment. The bulk of the work would be done by Attorney Glenn Thomas of his firm, whose hourly fee is \$195.00. Additionally, some assistance would be provided by the firm's paralegal, for whom the hourly fee is \$110.00. Mr. Linn said that his firm has handled similar assignments that have cost twice as much as the range quoted to us.

*Barbara McRibben-Turner*

**Human Resources Director  
Town of Lake Park**

# **Attachment No. 4**

**PATRICIA D. BASS, ESQ.**  
7630 S.W. 64 Court  
South Miami, FL 33143  
305 479-5044  
patriciabass@bellsouth.net

May 7, 2007

**CONFIDENTIAL**

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**SUBJECT: RESPONSE TO TOWN SOLICITATION**

Dear Ms. Turner:

The Town Manager contacted me this past weekend indicating her interest in obtaining a quotation for legal services pertaining to updating your personnel policies and employee handbook to include a review of the town's discrimination and harassment policies, FMLA provisions and related employment standards.

As I indicated to her, my standard rate for municipal and government legal services is \$175.00 per hour. Ms. Davis inquired whether I would consider discounting my hourly rate, which I agreed to do as follows:

**PROFESSIONAL LEGAL SERVICES**

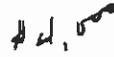
- Review, update and revise the Town's Employee Handbook;
- Review existing discrimination/harassment policies for legal sufficiency and revise as appropriate;
- Review other related employment provisions for legal sufficiency and revise as appropriate; and
- Provide administrative and staff trainings as determined by the Town Manager and Human Resources Director.

HOURLY RATE

The above referenced Professional Legal Services shall be performed at a discounted hourly rate of \$100.00 per hour, with an estimate of approximately 30 to 40 hours expended on the project after consultation and agreement by the Town Manager and Human Resources Director as to the exact scope of services and work to be performed.

Should you require any additional information, please do not hesitate to call or email me. Additionally, I recommend that any final revisions, trainings or other services be submitted to the Town Attorney for his input and legal approval.

Sincerely,



Patricia D. Bass

cc. Ms. Maria V. Davis (via email)

# **Attachment No. 5**

#5

**PATRICIA D. BASS, ESQ.**  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

June 25, 2007

**CONFIDENTIAL**

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**SUBJECT: REVISED SCOPE OF WORK: EMPLOYEE HANDBOOK**

Dear Ms. Turner:

On May 7, 2007, pursuant to the Town's solicitation for a quote to review and revise the Town's policies set forth in its Employee Handbook, I submitted a response for professional legal services dependent upon consultation and agreement with the Town Manager and Human Resources Director as to the precise scope of work for revising the Town's Employee Handbook. Subsequently, on May 23, 2007, you advised that I had been selected to perform the legal services for the Town and that I should commence work to that end.

This past Friday, you and Maria met with me to discuss the revised scope of work, my recommendations for the Handbook and a revised cost assessment for my legal services. I advised that I would provide written verification of my understanding for the agreed upon scope of work, which I submit to the Town herein as follows:

- The Handbook, rather than be partially revised, will instead be rewritten in its entirety to provide a comprehensive and thorough coverage of the Town's

employment standards and policies.

- Other Town documents currently utilized by Town departments that are out of date (e.g. The Classification and Pay Plan Manual) will be revised and included in the Handbook.
- Departmental procedures that are currently set forth in detail in the Handbook will be removed from the Handbook. (e.g. Vehicle Policy, etc.)
- The Manager's Welcome Letter, Employee Certification and Adherence to abide by the Handbook Policies and Regulations will be removed from the Handbook and made part of a Welcome Packet for all employees.
- The Handbook will cover all Town employees regardless of their classification or status and separate provisions shall be delineated in the document for applicability to each group (e.g. managers versus general workers or exempt versus non-exempt).
- The Handbook will contain appendices to include job listings, forms, etc.

Following our Friday meeting I was contacted by the Manager to determine when the project could be completed. I informed her that it is my intent to complete all project work by early September, which she advised would then be timely for submission to the Town Commission prior to the fiscal year. I also advised that I would provide the revisions when first completed in order to ensure that each approving party (you, the Manager and the Town Attorney) would have sufficient time for review, revisions and final approval.

Also discussed at the Friday meeting, we agreed that the cost for completing this expanded scope of work would not exceed the Manager's purchasing authority of \$10,000 for the agreed upon services at my discounted hourly rate of \$100.00 per hour. I provided an approximation of hours for my work thus far and indicated that I would invoice the Town incrementally as I concluded certain phases and sections of the Handbook.

I hope this letter accurately and thoroughly delineates the agreements and scope of work for this project and I look forward to continuing to work with both you and the Manager. Friday's meeting was extremely productive and enjoyable.

Sincerely,

Patricia D. Bass

cc: Maria V. Davis

# **Attachment No. 6**

**PATRICIA D. BASS, ESQ.**  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

PAID

June 25, 2007

**CONFIDENTIAL**

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 1**

Dear Ms. Turner:

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related document:

Review of Handbook, Resolutions pertaining to Handbook, related documents, partial document drafting and meeting attendance... 26 hours	
Discounted Hourly Rate.....	\$100.00
Amount Due.....	\$2600.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

**PATRICIA D. BASS, ESQ.**  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

July 4, 2007

**CONFIDENTIAL**

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 2**

Dear Ms. Turner.

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related documents:

Review of Resolutions pertaining to Handbook and related documents, partial Handbook drafting through Section 5.17.....	31 hours
Discounted Hourly Rate.....	\$100.00
Amount Due.....	\$3100.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

# **Attachment No. 7**

# Town of Lake Park Request for Disbursement

To: Finance Director

Date: 7/5/07

From: Human Resources Department

Please issue a check to: PATRICIA D. BASS, ESQUIRE  
(Name of Company or Individual)

Mail to: 7630 S.W. 64th Court  
South Miami, Florida 33143

In the Amount of: \$ 5,700.00 Charge to Account 900-9990

For payment of: Professional services rendered in connection  
with review and revision of employee handbook.

lowest of three quotes received (copies attached)

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

Requested by: Bambi Sumner

Finance Approval: Merry Ann Catano 7/6/07

Department Head: Bambi Sumner

Town Manager: W. J. Davis  
7/5/07

Check Number: \_\_\_\_\_

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

Town of Lake Park  
Request for Disbursement

To: Finance Director

Date: 8/3/07

From: Human Resources Department

Please issue a check to: Patricia D. Bass  
(Name of Company or Individual)

Mail to: Patricia D. Bass, Esq.  
7630 SW 64 Ct.  
South Miami, FL 33143

In the Amount of: \$ 2,300.00 Charge to Account 900-99901

For payment of: professional services rendered for review of  
Employee Handbook and update of same.

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

Requested by: *Barbara Turner*

Finance Approval: *Debra Lynn Cotaous*

Department Head: *Barbara Turner*

Town Manager: *W. Davis 8/5/07*

*08/06/07*

Check Number: \_\_\_\_\_

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

**PATRICIA D. BASS, ESQ.**  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

August 2, 2007

**CONFIDENTIAL**

PAID  
AUG 2 2007

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 3**

Dear Ms. Turner:

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related documents:

Review of materials pertaining to Handbook and related documents, partial Handbook drafting through Section 7.13.....	23 hours
Discounted Hourly Rate.....	\$100.00
Amount Due.....	\$2300.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

Town of Lake Park  
Request for Disbursement

To: Finance Director

Date: September 12, 2007

From: Human Resources Department

Please issue a check to: Patricia D. Bass, Esq.  
(Name of Company or Individual)

Mail to: Patricia D. Bass, Esq.  
7630 SW 64 Ct.  
South miami, FL 33143

In the Amount of: \$ 1,200.00 Charge to Account 900-99901

For payment of: professional services rendered for review  
of Employee Handbook and update of same.

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

Requested by: \_\_\_\_\_

Finance Approval: A. Castellon

Department Head: [Signature]

Town Manager: [Signature] 9/12/07

Check Number: \_\_\_\_\_

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

**PATRICIA D. BASS, ESQ.**  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

**PAID**

August 29, 2007

**CONFIDENTIAL**

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 4**

Dear Ms. Turner:

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related documents:

Review of materials pertaining to Handbook and related documents, partial Handbook drafting through Section 8.....	12 hours
Discounted Hourly Rate.. . . . .	\$100.00
Amount Due.....	\$1200.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

# **Attachment No. 8**

Town of Lake Park Town Commission  
Agenda Request Form

Meeting Date: November 7, 2007

Agenda Item No.

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
- Other:
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: Legal Consulting Services to Complete Re-writing the Employee Handbook and to Provide Employee Training

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager W. Davis Date: 10/22/07

Name/Title

Date of Actual Submittal

<b>Originating Department:</b>  Town Manager	<b>Costs: \$ Not To Exceed</b> <b>\$10,000</b> <b>Funding Source: Human Resources Contractual Services 50% and Non-Departmental Contingency 50%</b> Acct #	<b>Attachments:</b>  N/A
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marine _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ 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 _____ OR Not applicable in this case _____  Please initial one.

**Summary Explanation/Background:** The Town's existing employee handbook is woefully obsolete, contradictory in many sections and most importantly, legally insufficient. Consequently, in July 2007, the Town Manager and Human Resources Director hired employment attorney Patricia Bass to assist with an entire "re-write" of the employee handbook, as well as provide training to employees relating to discipline and discrimination in the workplace.

Given the remaining work to be completed on the handbook, discussions/negotiations with the AFL-CIO Public Employees Union and subsequent employee training, consulting services required will exceed the Town Manager's purchasing authority. Therefore, staff is recommending approval of additional legal consulting services not to exceed \$10,000.

Town of Lake Park  
Request for Disbursement

To: Finance Director

Date: 12/14/07

From: Human Resources Department

Please issue a check to Patricia D. Bass, Esq.  
(Name of Company or Individual)

Mail to: 7630 SW 64 Ct.  
S. Miami, FL 33143

In the Amount of: \$ 700.00 Charge to Account 900-99901

For payment of: Professional services rendered in connection  
with review and revision of employee handbook.

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

Requested by: \_\_\_\_\_

Finance Approval: A. Costello

Department Head: Bob Turner

Town Manager: \_\_\_\_\_

-----  
Check Number: \_\_\_\_\_

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

PAID  
DEC 21 2007

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

December 13, 2007

**CONFIDENTIAL**

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 5**

Dear Ms. Turner:

For professional services rendered pursuant to Town Solicitation for Review of Employee Handbook and related documents:

Review of materials pertaining to Handbook and related documents, partial Handbook drafting through Section 8 . . . . .	7 hours
Discounted Hourly Rate . . . . .	\$100.00
Amount Due . . . . .	\$700.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

**THE TOWN OF LAKE PARK**  
**535 PARK AVENUE**  
**LAKE PARK, FLORIDA 33403**  
**(561) 881-3350 FAX (561) 881-3358**

TO 4861  
 PATRICIA D BASS, ESQUIRE  
 7630 SW 64TH COURT  
 SOUTH MIAMI, FL 33143

**PURCHASE ORDER**

PURCHASE ORDER NUMBER	56947	PAGE NO.	1
DATE	01/14/08		
DEPT. CODE			
REQUISITION NUMBER			

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	ADMINISTRATION/MARTA 335 PARK AVENUE LAKE PARK FL 33403	01/14/08

TERMS  
NET

SPECIAL INSTRUCTIONS

EMPLOYMENT ATTORNEY SVCS/COMM AGENDA 11/7/07

THIS IS...  
 AN ORDER  A CONFIRMATION

ITEM NO	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	RE-WRITE EMPLOYEE HANDBOOK	105-31000	1.00	5000.00	5,000.00
2	EMPLOYEE TRAINING	900-99901	1.00	5000.00	5,000.00
				<b>TOTAL</b>	<b>10,000.00</b>

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO.  
60-13-116484-54C

FEDERAL TAX EXEMPTION CERTIFICATE NO.  
59-6000355

*Ann M. Costello* 1/14/08  
 APPROVED DIRECTOR OF FINANCE

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS  
 DELIVERIES WILL BE ACCEPTED  
 MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

RECEIVED

MAR 19 2008

Town Of Lake Park  
Office Of Town Manager

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

March 18, 2008

CONFIDENTIAL

PAID  
MAR 21 2008

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 1  
INVOICE NUMBER: 54447-1

Dear Ms. Turner:

For professional services rendered pursuant to Invoice Number 54447/105-31000 for Review of Employee Handbook and related documents:

Review of materials pertaining to Handbook and related documents, partial Handbook drafting through Section 8.....	34 hours
Discounted Hourly Rate.....	\$100.00
Amount Due.....	\$3400.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

*M. Davis*  
3/19/08

4861

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, FL 33143  
305 479-5044  
patriciabass@bellsouth.net

May 21, 2008

PAID  
JUN 9 2008

CONFIDENTIAL

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 2  
INVOICE NUMBER: 54447

Dear Ms. Turner:

For professional services rendered pursuant to Invoice Number 54447/105-31000 for Review of Employee Handbook and related documents:

Final review of materials pertaining to Employee Handbook and related documents, and meeting at Lake Park on same.....	50 hours
Discounted Hourly Rate.....	\$100.00
Amount Due.....	\$5000.00

Please remit payment to the above address.

Patricia D. Bass

*M. Davis*  
*6/9/08*

cc: Maria V. Davis

# **Attachment No. 9**

Town of Lake Park Town Commission  
Agenda Request Form

Meeting Date: June 18, 2008

Agenda Item No. Tab 3

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
- Other:
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

**SUBJECT:** Legal Consulting Services to Complete Re-writing of the Employee Handbook and to Provide Employee Training

**RECOMMENDED MOTION/ACTION:** Approval

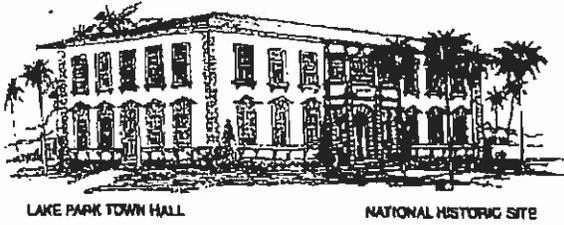
Approved by Town Manager W. Davis Date: 6/11/08  
Brenda M. Kellum 6/11/08  
 Name/Title HR Director Date of Actual Submittal

<b>Originating Department:</b> Human Resources	Costs: \$Not to exceed \$10,000.00  Funding Source: Human Resources Professional Services Acct. # 105-31000	<b>Attachments:</b> None
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 _____  Please initial one.

**Summary Explanation/Background:**

In July 2007, the Town Manager and the Human Resources Director hired employment attorney Patricia Bass to assist with the entire rewrite of the Town of Lake Park Employee Policy/Handbook, as well as to provide training to employees relating to provisions such as discipline, sexual harassment and discrimination in the workplace. On November 7, 2007, the Commission approved additional legal consulting services not to exceed \$10,000.

The rewrite of the employee handbook is a comprehensive undertaking which has involved the legal review and update of all employee policies and procedures. While the rewrite of the employee handbook is almost complete, additional work remains to be done in the areas of discussions and negotiations with the AFL-CIO Public Employees Union, and subsequent employee training. Such additional consulting services will exceed the Town Manager's purchasing authority. Therefore, staff is recommending approval of additional legal consulting services not to exceed \$10,000.



# THE TOWN OF LAKE PARK

535 PARK AVENUE  
LAKE PARK, FLORIDA 33403  
(561) 881-3350 FAX (561) 881-3358

TO: *east -4*  
PATRICIA D BASS, ESQUIRE  
7630 SW 54TH COURT  
SOUTH MIAMI, FL 33143

PURCHASE ORDER	
PURCHASE ORDER NUMBER	56317
DATE	06/19/08
DEPT CODE	
REQUISITION NUMBER	

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	ADMINISTRATION/MARIA 535 PARK AVENUE LAKE PARK FL. 33403	06/19/08

SPECIAL INSTRUCTIONS: AGENDA CONSENT ITEM/COMMISSION APPROVAL 06/18/08

TERMS: NET

AN ORDER THIS IS A CONFIRMATION

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	PROFESSIONAL EMPLOYMENT LAW SR NOT TO EXCEED \$10,000.000	05-01000	1.00	10000.00	10,000.00
				<b>TOTAL</b>	<b>10,000.00</b>

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO.  
60-13-116484-54C

*Rebecca Diron*  
APPROVED DIRECTOR OF FINANCE

FEDERAL TAX EXEMPTION CERTIFICATE NO.  
59-600355

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS.  
DELIVERIES WILL BE ACCEPTED  
MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

August 11, 2008

CONFIDENTIAL

PAID

AUG 15 2008

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 1  
INVOICE NUMBER: 54517

Dear Ms. Turner:

For professional services rendered pursuant to Invoice Number 54517 for Review of Employee Handbook and related documents:

Review of materials pertaining to Employee Handbook and related documents, and meeting at Lake Park on same for period July 16, 2008-August 7, 2008.....15 hours

Discounted Hourly Rate.....\$100.00

Amount Due.....\$1500.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

*OK Bambi Turner  
8/14/08  
Invoice accepted by  
T M Davis & Davis*

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

August 11, 2008

CONFIDENTIAL

P A I D

AUG 15 2008

Ms. Bambi Turner  
Human Resources Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 3  
INVOICE NUMBER: 54447

Dear Ms. Turner:

For professional services rendered pursuant to Invoice Number 54447 for Review of Employee Handbook and related documents:

Review of materials pertaining to Employee Handbook and related documents, and meeting at Lake Park on same for period May 22, 2008-June 10, 2008.....16 hours

Discounted Hourly Rate..... \$100.00

Amount Due..... \$1600.00

Please remit payment to the above address.

Patricia D. Bass

cc: Maria V. Davis

*Handwritten:*  
Bambi Turner  
8/14/08  
With a/c by  
TM Maria Davis

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

October 5, 2008

**CONFIDENTIAL**

PAID

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

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT # 2  
PURCHASE ORDER: 54517**

Dear Ms. Davis:

For professional services rendered pursuant to Purchase Order Number 54517 for Review of Employee Handbook and related documents as follows:

September 25 – review of discipline section and categories.....	2 hours
September 26 – meeting at Lake Park on Handbook revisions.....	6 hours
September 28 – review current CBA and employee rights.....	3 hours
September 30 – meeting at Lake Park on Handbook revisions.....	7 hours
October 5 - draft changes to Handbook, CFR, evaluations, etc.....	5 hours
<b>Total Hours Worked.....</b>	<b>23 hours</b>
<b>Discounted Hourly Rate.....</b>	<b>\$100.00</b>
<b>Amount Due.....</b>	<b>\$2300.00</b>

09/30/08  
18 HRS X  
100.00 =  
1800.00

Please remit payment to the above address.

Patricia D. Bass

*M. Davis*  
10/6/08

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, FL 33143  
305 479-5044  
patriciabass@bellsouth.net

March 26, 2009

**CONFIDENTIAL**

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

PAID  
MAR 27 2009

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES: PAYMENT #3  
PURCHASE ORDER: 54517**

Dear Ms. Davis:

For professional services rendered pursuant to Purchase Order Number 54517 for drafting and review of Employee Handbook and related documents as follows:

January 27 – review of and revisions to Handbook.....	5 hours
January 28 – meeting at Lake Park on Handbook revisions.....	6 hours
February 10 – drafting evaluation scale and definitions and confidentiality provision.....	6 hours
February 12 – meeting at Lake Park on Handbook revisions.....	6 hours
February 16 - meeting at Lake Park on Handbook revisions .....	6 hours
February 28 – drafted sick leave donation provision and revisions .....	3 hours
March 2 – meeting on Handbook at Lake Park.....	7 hours
March 3 – revisions to Handbook.....	4 hours
March 6 – revisions to Handbook.....	5 hours
March 10 – revisions to Handbook.....	2 hours
March 18 - edits to Handbook with Finance Director.....	1 hour
March 20 – edits to Handbook with Human Resources Director.....	1.5 hours
March 23 - phone conference with Town Clerk and Human Resources Director concerning Financial Disclosure provision.....	0.5 hour

Lake Park Invoice # 3  
Page 2 of 2

PAID

March 24 - Final edits on Section 8 and Appendices.....2 hours

Total Hours Worked.....55 hours

Discounted Hourly Rate.....\$100.00

Amount Due.....\$5500.00

Please remit payment to the above address.

Patricia D. Bass

W. Davis  
3/26/09

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, FL 33143  
305 479-5044  
patriciabass@bellsouth.net

54517

May 13, 2009

P A I D

CONFIDENTIAL

JUN 5 2009

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

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ \$ 100.00/HOUR**

Dear Ms. Davis:

For professional services rendered pursuant to Employee Handbook Provisions and related employment documents and training as follows:

April 6 – review of Employee Leave forms and drafting new form.....1.0 hour  
April 14 – training preparation, drafting questions on Handbook.....4.0 hours  
April 15 – completed questions, agendas, etc. for Handbook training.....4.0 hours  
April 16 – Department Head training and revising agenda.....8.0 hours  
April 17 – General Employee training.....8.0 hours  
April 19 – Employee Leave form finalized.....1.0 hour  
April 23 – Review and revise Welcome Packet.....1.0 hour  
April 27 – Drafted training agenda and emailed to Town Manager.....1.0 hour  
May 3 – training preparation and form review.....2.0 hours  
May 5 – form review, editing and drafting.....2.5 hours  
May 6 – drafting materials for training.....2.0 hours  
May 12 – editing, drafting and preparing forms.....1.5 hours  
May 13 – reviewing and finalizing forms.....2.0 hours  
May 14 – preparation for supervisor training.....1.0 hour

Employee Handbook Invoice  
Page 2 of 2

PAID  
JUN 3 2009

Total Hours Worked.....	39 hours
Discounted Hourly Rate.....	\$100.00
Amount Due.....	\$3900.00

Please remit payment to the above address.

Patricia D. Bass

*W. Davis*  
*5/14/09*

# **Attachment No. 10**

Approved 4-0  
6/3/09  
HML

Town of Lake Park Town Commission  
Agenda Request Form

Meeting Date: June 3, 2009

Agenda Item No.

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
- Other:
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

**SUBJECT:** Legal Employment Consulting Services

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager W. Davis Date: 5/22/09

Name/Title	Date of Actual Submittal	
<b>Originating Department:</b> Town Manager	Costs: <del>25,000</del> <sup>to</sup> 9,900 Funding Source: HR Professional Services Acct. #	Attachments:
<b>Department Review:</b> <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> Marina <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ 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 _____ OR Not applicable in this case _____  Please initial one.

**Summary Explanation/Background:** The employment lawyer completed the handbook and part of the staff training. An area that the Manager failed to take into consideration when estimating the budget to re-write the handbook was the requirement to update a large number of existing employment/payroll type forms to comply with the newly adopted handbook. Staff is currently updating the forms; however, they need to be reviewed for legal sufficiency.

Additionally, there is still one more training session required for both senior staff and Public Works supervisors respectively. The last purchase order issued in June of 2008, copy attached, has been exhausted. Staff is requesting authority to increase the purchase order to cover expenses incurred and to finish the review of the forms and complete the last training sessions in the amount of \$6,900. The attorney provided the Town a very discounted rate of \$100 per hour for the handbook and training and has agreed to complete the aforementioned at that same rate. Although this amount is within the Manager's authority to approve, for transparency purposes, it is being forwarded to the Town Commission for approval.

9,900

**PATRICIA D. BASS, ESQ.**  
7630 S.W. 64 Court  
South Miami, Fl 33143  
305 479-5044  
patriciabass@bellsouth.net

June 18, 2009

**CONFIDENTIAL**

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

**PAID**  
JUN 18 2009

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ \$ 100.00/HOUR:  
PURCHASE ORDER 54517**

Dear Ms. Davis:

For professional services rendered pursuant to Purchase Order Number 54517 for matters associated with Employee Handbook, related documents and training as follows:

May 19- discussion with Human Resources Director regarding Handbook training and other personnel related matters.....1.0 hour  
May 21 - training preparation on discipline section of Handbook.....1.5 hours  
May 24 - preparation of training scripts and forms.....2.5 hours  
May 25 - drafting forms, discussion with Manager about training agenda.....3.0 hours  
May 26 - drafting Training Manual and discussion with HR Director.....7.0 hours  
May 27 - finished Training Manual, forms and preparation.....5.0 hours  
May 28 - Department Head training and next day preparation.....9.0 hours  
May 29 - Public Works training.....8.0 hours  
June 9 -form review, editing and revising.....1.5 hours  
June 11 - form review, editing and revising.....2.5 hours  
June 17 - form review, editing and revising.....1.0 hour

Total Hours Worked.....42 hours  
Discounted Hourly Rate.....\$100.00  
Amount Due.....\$4200.00

Please remit payment to the above address.

Patricia D. Bass

PAID  
JUN 18 2009

---

*W. Davis*  
*6/18/09*

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, FL 33143  
305 479-5044  
patriciabass@bellsouth.net

September 30, 2009

PAID

SEP 30 2009

**CONFIDENTIAL**

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

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ \$ 100.00/HOUR:  
PURCHASE ORDER 54517**

Dear Ms. Davis:

For professional services rendered pursuant to Purchase Order Number 54517 for drafting and review of Employee Handbook forms and training as follows:

7-22-09 -Drafting Town's Employment Application, Personal Data Form, EEOC definitions and Volunteer Application Form.....5.0 hours

8-12-09 -Drafting Sick Leave Donation Program Forms and other Handbook Forms.....1.5 hours

9-9-09 - Drafting Handbook Forms and discussion with Human Resources Director.....4.5 hours

Total Hours Worked.....11 hours

Discounted Hourly Rate.....\$100.00

Amount Due.....\$1100.00

Please remit payment to the above address.

Patricia D. Bass

*M. Davis*  
*9/30/09*

# **Attachment No. 11**

#11

11/29/11 11:37:29 FROM 02/01/07  
 ep351-1a TO 11-29/11

TOWN OF LAKE PARK  
 Vendor Payment History

VENDOR	NAME	DISCOUNT	PAID					
4861	PATRICIA D BASS, ESQUIRE							
107100C	04/08/11 yes	.00	4,050.00	RFID 040511	4,050.00	04/05/11	PROFESSIONAL SRVS RENDERED	
					4,050.00		001-51-512-105-31000 - Professional Services	
106873C	03/03/11 yes	.00	4,050.00	RFID-022411	4,050.00	02/24/11	PROFESSIONAL SRVS	
					4,050.00		001-51-512-105-31000 - Professional Services	
105540C	09/17/10 yes	.00	1,650.00	AUG 2010	1,650.00	09/14/10	EMPLOYMENT LAW/PERSONNEL ISSUE	
					1,650.00		001-51-512-105-31000 - Professional Services	
105228C	07/30/10 yes	.00	6,450.00	RFID/072310	6,450.00	07/23/10	PROFESSIONAL SRVS	
					6,450.00		001-51-512-105-31000 - Professional Services	
104250C	07/08/10 yes	.00	4,500.00	RFID.030310	4,500.00	07/03/10	PROFESSIONAL SRVS RENDERED	
					4,500.00		001-51-512-105-31000 - Professional Services	
103230C	09/10/09 yes	.00	5,150.00	093009	4,050.00	09/30/09	LADOR/EMPLOYMENT LAW SRVS	
					4,050.00		001-51-512-105-31000 - Professional Services	
				54517	1,100.00	09/30/09	PROFESSIONAL SRVS RENDERED	
					1,100.00		001-51-512-105-31000 - Professional Services	
102996C	09/04/09 yes	.00	3,675.00	RFID/090209	3,675.00	09/02/09	PROFESSIONAL SRVS	
					3,675.00		001-51-512-105-31000 - Professional Services	
102427C	06/19/09 yes	.00	5,512.50	061809	1,312.50	06/18/09	EMPLOYMENT MATTERS, MAY-JUN 17	
					1,312.50		001-51-512-105-31000 - Professional Services	
				51517-2	4,200.00	06/18/09	EMPLOYEE HANDBOOK	
					700.00		001-51-512-105-31000 - Professional Services	
					1,500.00		001-51-512-105-31000 - Professional Services	
102779C	06/03/09 yes	.00	3,900.00	54517-4	3,900.00	05/13/09	PROFESSIONAL SRVS	
					3,900.00		001-51-512-105-31000 - Professional Services	
102201C	05/22/09 yes	.00	2,700.00	MAY 2009	2,700.00	05/13/09	SRVS RENDERED, APR 6-MAY 13	
					2,700.00		001-51-512-105-31000 - Professional Services	
101851C	04/03/09 yes	.00	7,900.00	54517-3	5,500.00	03/26/09	PROFESSIONAL SRVS	
					5,500.00		001-51-512-105-31000 - Professional Services	
				JAN-FEB 09	2,400.00	03/26/09	PROF SRVS, JAN 28-FEB 27	
					2,400.00		001-51-512-105-31000 - Professional Services	
101293C	01/23/09 yes	.00	9,825.00	JAN 2009	9,825.00	01/16/09	SRVS RENDERED/OCT 31 JAN 16	
					9,825.00		001-51-512-105-31000 - Professional Services	
100764C	10/31/08 yes	.00	7,800.00	RFID/102908	7,800.00	10/29/08	HR MATTERS	
					7,800.00		001-51-512-105-31000 - Professional Services	
100685C	10/17/08 yes	.00	825.00	OCT162008	150.00	10/05/08	BALANCE DUE THRU SEPT 19	
					150.00		001-51-512-105-31000 - Professional Services	
				SEPT-1 08	475.00	10/05/08	BALANCE DUE-TRU SEPT 30	
					475.00		001-51-512-105-31000 - Professional Services	
100644C	10/10/08 yes	.00	3,950.00	OCT 2008	700.00	10/05/08	PROF SRVS, THRU OCT 3	
					700.00		001-51-512-105-31000 - Professional Services	
				PMNT NO 2	1,800.00	10/05/08	PROF SRVS, EMPLOYEE HANDBOOK	
					1,800.00		001-51-512-105-31000 - Professional Services	
				SEPT 2008	950.00	10/05/08	PROF SRVS PERSONNEL ISSUES	
					950.00		001-51-512-105-31000 - Professional Services	
				54517-2	500.00	10/05/08	PROF SRVS PAYMENT #2 BAL	
					500.00		001-51-512-105-31000 - Professional Services	

VENDOR NAME	PNMT#	DATE	CUR	DISCOUNT	PAID	INVOICE	PAID	INV DT	DESCRIPTION
4861 PATRICIA D BASS, ESQUIRE									
	100476C	09.19.08	yes	.00	5,400.00	093300	5,400.00	09/17/08	EMPLOYMENT LAW/PERSONNEL ISSUE
							5,400.00		001-51-512-105-31000 - Professional Services
	100136C	08/15/08	yes	.00	6,550.00	1	1,500.00	08 11 08	SERVICES RENDERED-JUL 16-AUG 7
							1,500.00		001-51-512-105-31000 Professional Services
						3	1,600.00	08/11/08	SRVS RENDERED/MAY 22-JUN 10
							1,600.00		001-51-512-105-31000 - Professional Services
						RFD-041108	3,450.00	08.11/08	SERVICES RENDERED JUL 13 AUG 7
							3,450.00		001-51-512-105-31000 - Professional Services
	99727C	06/13/08	yes	.00	675.00	RFD 052208	675.00	05.21 08	PROFESSIONAL SRVS MAY 2-21
							675.00		001-51-512-105-31000 - Professional Services
	99679C	06/09/08	yes	.00	5,000.00	54447	5,000.00	05/21/08	PROFESSIONAL SRV/PAYMENT #2
							1,600.00		001-51-512-105-31000 - Professional Services
							1,400.00		001-51-589-900-99901 - Contingency
	99118C	01/21 08	yes	.00	3,775.00	54447-1	3,400.00	01/18/08	REVIEW MATERIALS/PARTIAL DRAFT
							3,400.00		001-51-512-105-31000 - Professional Services
						RFD-031808	375.00	01.18/08	DRAFT AUDIT RESPONSE
							375.00		001-51-514-108-31101 - Professional Svc - Other Le
	97816C	01/18,08	yes	.00	7,200.00	RFD-011408	7,200.00	01/14,08	REV-DRAFT-EDIT EEOC RESP/TOWNS
							7,200.00		001-51-589-900-99901 - Contingency
	97635C	12/21/07	yes	.00	700.00	RFD/121407	700.00	12/13/07	REVIEW,REVISION-EMP HANDBOOK
							700.00		001-51-589-900-99901 - Contingency
	97137C	10/19/07	yes	.00	300.00	RFD-101007	300.00	10/10/07	EMPLOYMENT ISSUE-08-28/H TOWNS
							300.00		001-51-512 105-31000 - Professional Services
	96902C	09/21.07	yes	.00	1,200.00	RFD:091207	1,200.00	08-29/07	PRO SVCS/REV-UPDATE EMP HANDBK
							1,200.00		001-51-589-900-99901 - Contingency
	96597C	08/10/07	yes	.00	2,300.00	RFD 080307	2,300.00	08 02/07	PROF SVCS EMPLOYEE HANDBOOK
							2,300.00		001-51-589-900-99901 Contingency
	96347C	07/06/07	yes	.00	5,700.00	RFD:070507	5,700.00	07 03,07	PROF SVCS,EMPLOYEE HANDBOOK
							5,700.00		001-51-589-900 99901 - Contingency
*** TOTALS ***				.00	110,737.50	NUMBER OF CHECKS:		26	

PATRICIA D. BASS, ESQ.  
7630 S.W. 64 Court  
South Miami, FL 33143  
305-479-5044  
patricia.bass@belis.mnh.net

March 2, 2010

CONFIDENTIAL

Mr. Marc V. Davis  
Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ \$150.00/ HOUR

Dear Mr. Davis:

I am submitting this invoice for professional services rendered during the period October 5, 2009 through March 2, 2010, concerning various labor and employment law and personnel issues as follows:

- 10-5-09 Drafted language regarding leave provisions, including FMLA .....1.0 hour
- 10-6-09 Completed drafting of language and discussed with Town Manager .....1.0 hour
- 10-14-09 Drafting of Personal Leave language for Administrative Order, various phone calls with Finance Director, Human Resources Director and Town Manager ..... 2.5 hours
- 10-21-09 Research, review and drafting regarding Domestic Violence Leave from .....1.5 hours
- 11-18-09 Drafting and review on Department Head Application and Release of Information Form ..... 1.5 hours
- 11-30-09 Final review and approval of above documents and review of Preston documents for Human Resources Director ..... 1.0 hour

1-6-10 Discussion with Human Resources Director and Town Manager regarding Library Director termination response letter. . . . . 2.0 hours

2-1-2-10 Phone conversation with Human Resources Director, research and response and email concerning retaliation and West Melbourne case. . . . . 1.5 hours

2-9-10 Revised language and faxed with questions and comments for Human Resources Director concerning 2 employees on workers' compensation. . . . . 1.5 hours

2-16-10 Review and discussion with Human Resources Director regarding workers' compensation matters, discussion with Town Manager regarding same. . . . . 1.0 hour

2-17-10 Drafted Boone letter, drafted new policy provisions; discussions with Human Resources Director, Finance Director and Town Manager. . . . . 4.5 hours

2-18-10 Finalized Boone letter. . . . . 0.5 hour

2-24-10 Phone call with Human Resources Director regarding Burns. . . . . 1.0 hour

2-25-10 Revised Kennedy letter and Burns draft revisions, fax prepared; discussion with Town Manager regarding FMLA. . . . . 3.5 hours

2-26,27,28-10 Researched and drafted request for legal opinion regarding WC and FMLA; various phone conversations with staff. . . . . 3.0 hours

3-1-10 Emails and phone calls regarding FMLA status for employees and opinion reviewed. . . . . 1.5 hours

3-2-10 Phone discussions with Finance Director, Town Manager, and email with Human Resources Director concerning FMLA status of employees. . . . . 1.5 hours

Total Hours Worked. . . . . 30.0 hours

Discounted Hourly Rate. . . . . \$150.00

Amount Due. . . . . \$4,500.00

Please remit payment to the above address.

Patricia D. Davis

*Patricia D. Davis*  
3/3/10

PATRICIA D. BASS, ESQ.  
7600 SW 94 Court  
South Miami, FL 33143  
305-479-8644  
patriciabass@belsouth.net

July 23, 2010

CONFIDENTIAL

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

SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ \$150.00/ HOUR

Dear Ms. Davis:

I am submitting this invoice for professional services rendered during the period March 29, 2010 through July 23, 2010 concerning various labor and employment law and personnel issues, including Handbook Re-Adoption Revisions as follows:

- 3-29-10 Burns FMLA review and Request to Produce ..... 5 hours
- 3-30-10 Drafted Burns letter, conference calls to Manager and Human Resources Director ..... 1.5 hours
- 3-31-10 Drafted Audit Response ..... 1.5 hours
- 5-15through20-10 Reviewed documents, drafted release for Shawn Boone and phone conferences re. Burns and Boone ..... 2.5 hours
- 5-26-10 Handbook email ..... 0.5 hours
- 6-7-10 Conference call re. Finance Department investigation into possible theft ..... 0.5 hours
- 6-11-10 Meeting concerning Handbook Re-Adoption at Lake Park ..... 8.0 hours
- 6-17-10 FMLA research re Burns and Handbook revisions ..... 3.0 hours

6-28-10 Preparation for Handbook meeting; Drafted FMLA language; Illness in Line of Duty; prepared handbook for Human Resources Director; Drafted Burns notice letter ..... 5.0 hours

6-29-10 Meeting at Lake Park re: Handbook Re-Adoption. .... 6.5 hours

6-29-10 Review and drafted Handbook Re-Adoption language ..... 2.5 hours

7-9-10 Review and drafted Handbook language ..... 1.5 hours

7-12-10 Review and drafted Handbook language; Policies and statutes reviewed ..... 3.0 hours

7-16-10 Preparation for and conference call with Human Resources Director and Town Clerk to finalize revisions to Handbook ..... 3.5 hours

7-23-10 Final review of Handbook revisions and emailed edits to Town ..... 2.0 hours

Total Hours Worked ..... 43.0 hours

Discounted Hourly Rate ..... \$150.00

Amount Due ..... \$6450.00

Please remit payment to the above address.

Patricia D. Bass

W. J. Davis  
 7/26/10  
 ATZ PROF. SERVICES

PATRICIA D. BASS, ESQ.  
7030 S.W. 63rd Court  
South Miami, FL 33143  
305 479-2634  
patricia.bass@bclb-law.com

2 A 17

September 14, 2010

CONFIDENTIAL

0-2 21000

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

**SUBJECT: INVOICE FOR PROFESSIONAL SERVICES @ \$150.00/HOUR**

Dear Ms. Davis,

I am submitting this invoice for professional services rendered during the period August 12, 2010 through September 13, 2010, concerning employment law and personnel issues, as follows:

- 8-12-10 Former Library Director, attorney letter review and emails to staff ..... 1.5 hours
- 8-15-10 Review of documentation from Human Resources Director concerning former Library Director..... 2.0 hours
- 8-16-10 - Drafted Settlement Agreement and Release for above ..... 1.5 hours
- 8-17-10 - Drafted Lawyer Response for Finance Director concerning former Library Director, conference calls with staff ..... 3.5 hours
- 8-18-10 - Reviewed documentation and completed response re: above ..... 1.5 hours
- 9-9-10 Conference call with staff concerning former Library Director Settlement and Mutual Release, drafted Mutual Release, emails with staff ..... 1.0 hours

0410

Total Hours Worked ..... 117 hours

Discounted Hourly Rate ..... \$150.00

Amount Due ..... \$ 1650.00

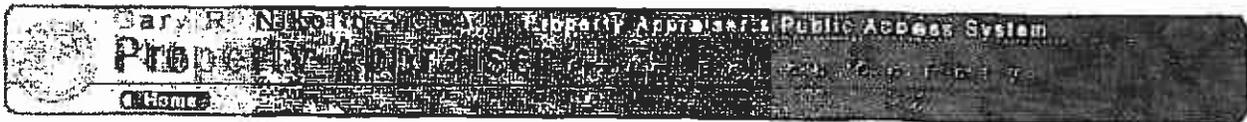
Please remit payment to the above address

Patricia D. Bass

*Patricia D. Bass*  
*HUMAN RESOURCES*  
*TRNG. SERVICES*

115-3110

# **Attachment No. 12**



**Property Information**

Location Address: **3407 S OCEAN BLVD 2B**

Municipality: **HIGHLAND BEACH**

Parcel Control Number: **24-43-46-33-22-000-0022**

Subdivision: **CLARENDON COND DECL FILED 2-22-82**

Official Records Book: **12934** Page: **3** Sale Date: **Aug-2001**

Legal Description: **CLARENDON COND UNIT 2-B**

[View Map](#)

[Calculate Portability](#)

[2011 Proposed Tax Notice](#)

[Reverse Side Help](#)

**Owner Information**

Name: **DAVIS MARIA &**

Mailing Address: **3407 S OCEAN BLVD # 2B  
BOCA RATON FL 33487 4715**

[All Owners](#)

**Sales Information**

Sales Date	Book/Page	Price	Sale Type	Owner
Aug-2001	<u>12934/0003</u>	\$195,000	WARRANTY DEED	DAVIS MARIA &
Mar-1982	<u>03706/0369</u>	\$108,000	DEC OF CONDOMINIUM	

**Exemptions**

Exemption Information Unavailable.

**Appraisals**

Tax Year:	2011	2010	2009
Improvement Value:	\$105,000	\$105,000	\$125,000
Land Value:	\$0	\$0	\$0
Total Market Value:	\$105,000	\$105,000	\$125,000

Use Code: **0400- CONDOMINIUM**

All values are as of January 1<sup>st</sup> each year

**Property Information**

Number of Units: **1**

\*Total Square Feet: **892**

\* May indicate living area in residential properties.

**Assessed and Taxable Values**

Tax Year:	2011	2010	2009
Assessed Value:	\$105,000	\$105,000	\$125,000
Exemption Amount:	\$0	\$0	\$0
Taxable Value:	\$105,000	\$105,000	\$125,000

[Structure Detail](#)

**Taxes**

Tax Year:	2011	2010	2009
Ad Valorem:	\$2,085	\$2,089	\$2,414
Non Ad Valorem:	\$99	\$94	\$87
Total Tax:	\$2,184	\$2,183	\$2,501

[Tax Calculator](#)

[Details](#)

[Tax Collector WebSite](#)

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

All Owner(s)  
PCN Number: 24-43-46-33-22-000-0022  
Owner Names  
BASS PATRICIA  
DAVIS MARIA &

Print

Close

# **Attachment No. 13**

Town, which shall remain the property of the Town. The Town shall issue the Town Manager a cell phone. Alternatively, The Town Manager may use a private cell phone and receive a monthly cell phone allowance of \$100.00. The Town Manager shall not be required to supply any receipts or other documentation in order to receive the cell phone allowance.

The Town agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Town also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

The Town acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Town shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

#### **Section 20: Indemnify and hold harmless**

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind of nature, arising out of the performance of duties and responsibilities as Town Manager.

#### **SECTION 21: Termination for Cause**

The employment of the Town Manager may be terminated by a four-fifths majority vote of the Town Commission for cause in accordance with the procedures set forth herein below. The term "for cause" shall be defined to mean:

- 1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;
- 2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
- 3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
- 4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
- 5) The commission of any act which constitutes moral turpitude;
- 6) A knowing or intentional violation of the Code of Ethics of the International City/County Management Association.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Town is under no legal obligation to pay the Town Manager any severance pay. However, the Town shall pay the Town Manager any accrued and unpaid salary and benefits (including annual leave) earned prior to the effective date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. A for cause termination may be reviewed by the circuit court in an original action or a de novo review proceeding.

#### **SECTION 22: Termination Without Cause**

The Town Manager may be terminated "without cause" by a four-fifths majority vote of the Town Commission at any time.

If the Town Manager is terminated without cause prior to the expiration of the first term, she shall be paid a lump sum severance pay equal to six (6) months salary. If this Agreement is renewed for an additional year, the severance pay will increase to nine (9) months severance pay. Severance pay shall be paid within thirty (30) working days of the effective date of termination. Additionally, should the Town Commission terminate the services of the Town Manager without cause, then any accrued and unpaid salary and benefits earned prior to the effective date of termination shall be paid. The Town shall continue to pay medical, dental, vision, long term disability, short term disability and life insurance coverage for the Town Manager following the date of termination for a period of time equal to the salary severance benefit. After the payments described above are made,

# **Attachment No. 14**

ICMA / Ethics / Code

## ICMA Code of Ethics

**The principles outlined in the ICMA Code of Ethics and enforced by the Rules of Procedure govern the conduct of every member of ICMA.**

Adopted in 1924, the ICMA Code of Ethics defined the principles that today serve as the foundation for the local government management profession and set the standard for excellence. Leadership in a management structure committed to equity, transparency, integrity, stewardship of public resources, political neutrality, and respect for the rights and responsibility of elected officials and residents strengthens democratic local governance. ICMA members pledge to uphold these principles in their conduct and decisions in order to merit the trust of the public, elected officials, and staff they serve. As a condition of membership, ICMA members agree to submit to a peer-to-peer review under established enforcement procedures should there be an allegation of unethical conduct.

ICMA's Code of Ethics, most recently amended by the membership in 1998 to reflect changes in the profession, includes Guidelines to assist members in applying the principles outlined in the Code. The Guidelines were adopted by the ICMA Executive Board in 1972 and most recently revised in July 2004. Individuals seeking advice on ethics issues or enforcement are encouraged to contact Martha Perego, ICMA's director of ethics at 202/962-3668 or email [mperego@icma.org](mailto:mperego@icma.org).

Here is the full version of the ICMA Code of Ethics (with Guidelines).

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

### Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

### Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

### Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

## Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

## Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

## Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

## Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

## Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

## Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

## Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

## Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

## Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

**International City/County Management Association**

777 North Capitol Street NE Suite 500

Washington, DC 20002 4201

202 789 ICMA | fax 202 967 3500



# ICMA Code of Ethics With Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1998. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2004.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

#### *Guideline*

**Advice to Officials of Other Local Governments.** When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

#### *Guidelines*

**Public Confidence.** Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

**Impression of Influence.** Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

**Appointment Commitment.** Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a *bona fide* offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

**Credentials.** An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

**Professional Respect.** Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

**Reporting Ethics Violations.** When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

**Confidentiality.** Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

**Seeking Employment.** Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

#### *Guideline*

**Length of Service.** A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of

employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

*Guideline*

**Conflicting Roles.** Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

*Guidelines*

**Elections of the Governing Body.** Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not engage in active participation in the election campaign on behalf of or in opposition to candidates for the governing body.

**Elections of Elected Executives.** Members should not engage in the election campaign of any candidate for mayor or elected county executive.

**Running for Office.** Members shall not run for elected office or become involved in political activities related to running for elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

**Elections.** Members share with their fellow citizens the right and responsibility to vote and to voice their opinion on public issues. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or

participate in fund-raising activities for individuals seeking or holding elected office.

**Elections on the Council-Manager Plan.** Members may assist in preparing and presenting materials that explain the council-manager form of government to the public prior to an election on the use of the plan. If assistance is required by another community, members may respond. All activities regarding ballot issues should be conducted within local regulations and in a professional manner.

**Presentation of Issues.** Members may assist the governing body in presenting issues involved in referenda such as bond issues, annexations, and similar matters.

8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

*Guidelines*

**Self-Assessment.** Each member should assess his or her professional skills and abilities on a periodic basis.

**Professional Development.** Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

- \*9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

*Guideline*

**Information Sharing.** The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

*Guideline*

**Equal Opportunity.** All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

#### **Guidelines**

**Gifts.** Members should not directly or indirectly solicit any gift or accept or receive any gift—whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form—under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In *de minimus* situations, such as meal checks, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

**Investments in Conflict with Official Duties.** Member should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see the guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

**Personal Relationships.** Members should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

**Confidential Information.** Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

**Private Employment.** Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

**Representation.** Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

**Endorsements.** Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

# TAB 2

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: February 1, 2012

Agenda Item No. *Tab 2*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Renewal of Intergovernmental Consultant (Lobbyist) Agreement

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *D. Davis* Date: *1/20/12*

Name/Title

Date of Actual Submittal

<b>Originating Department:</b>  Town Manager	Costs: \$ 13,500  Funding Source: Town Commission Professional Services Acct. # <i>100-31000</i>	Attachments: Agreement for Professional Services, and Letter from Fausto Gomez
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance <i>AMC 1/20/12</i> <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ 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 _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The Intergovernmental Consultant Agreement expires on February 6, 2012. Consultant Fausto Gomez reduced his fee structure by 10% in Fiscal

**Year 2009/10. The total fee for the contract was \$30,000. The 10% reduction brought the total contract price down to \$27,000. He has agreed to maintain the same fee structure again for the third consecutive Fiscal Year 2011/12. The Town's CRA shares the expense by 50%, therefore the cost to the general fund is \$13,500, which has been budgeted accordingly.**

**Attached please find a letter from Mr. Gomez, which provides a brief description of some of the critical issues that he is working on for the Town. Mr. Gomez will not be able to attend the February 1<sup>st</sup> meeting to discuss the status of these issues as the legislative session commenced early this year and he will be in Tallahassee. He will provide the Town Commission with a formal status of the session upon completion.**

**Staff recommends renewal of this agreement.**

# GÓMEZ BARKER ASSOCIATES, INC.

Government Relations & Public Affairs Counselors  
2350 Coral Way, Suite 301  
Miami, Florida 33145  
Telephone (305) 860-0780  
Facsimile (305) 860-0580  
www.gomezbarker.com

January 5, 2012

RECEIVED

Ms. Maria V. Davis  
Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

JAN 11 2012

*Town Of Lake Park  
Office Of Town Manager*

Dear Maria:

I am pleased to represent the Town of Lake Park and to work with the Mayor, Commissioners, and you and your staff in order to continue bringing state fiscal and policy benefits for the residents of Lake Park.

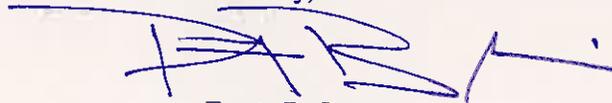
Notwithstanding the difficult budget circumstances, we protected funding for the library and successfully joined with other local governments to ensure that low-interest loan funds would be available for water and sewer projects. Of particular import to Lake Park is language in said appropriation reserving an amount for small communities. Additionally, our firm helped protect the Town's revenue base by successfully working to limit Revenue and Expenditure caps only to state resources and by fully engaging on pension reform issues. As you know, the Florida Retirement System (FRS) reform legislation mandates that employees must contribute 3% of their pre-tax dollars into their retirement accounts. That presents a savings to the employing organizations and an opportunity for Lake Park to renegotiate its contracts with Palm Beach County to reflect this lower operational cost.

On the policy front we were successful in establishing legislation regulating the so called "Pill Mill" industry that plagued Lake Park. The legislation prescribes medical standards and operational restrictions for pain-management clinics and requires more stringent permitting regulations for community pharmacies to be conformed under the new standards by July 2012. Other items of key interest provide further penalties for "Open House Parties" and limits on "Vacation Rentals." Lake Park has generated considerable momentum and has spearheaded a coalition of cities and groups that are opposed to the clustering of SOBER Homes in residential neighborhoods. Not only did we have legislation introduced in both the Senate and House, but due to our efforts the Department of Children and Families created a work group whose aim is to develop consensus legislation. We are a member of that group and are intimately involved in the negotiations.

I understand that my Agreement with Lake Park expires in February and I am prepared to again offer my services at the current rate. This continues the 10% reduction we negotiated two years ago. Every local government in Florida has been impacted by state policy regarding property taxes as well as the general economic downturn and I want to assure you and the Town's elected officials that I am sensitive to that. My staff and I remain committed to Lake Park and look forward to continuing our relationship.

Please let me know if you need anything further. I appreciate your again considering me.

Sincerely,



Fausto B. Gomez

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 6 day of February, 2008 between the Town of Lake Park, Florida (hereinafter referred to as "Town") and Gomez Barker Associates, Inc., a Florida for profit corporation whose principal place of business is 2350 CORAL WAY, #301 MIAMI, FLORIDA 33145 Florida (hereinafter referred to as "Gomez Barker").

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

**WHEREAS**, the Town desires that Gomez Barker to provide the consulting services as specified herein, in support of the Town's government relations and public affairs efforts at the state government level; and

**WHEREAS**, Gomez Barker has represented and warranted that it has special professional qualifications and the ability to provide the consulting services required by the Town, and is willing and able to provide same under the terms and conditions set forth in this Contract; and

**WHEREAS**, Gomez Barker was selected by the Town of Cutler Bay through the Competitive Consultant's Negotiation Act ("CCNA") to provide the same services as required by the Town, and the Town has determined that is in the best interest of the Town of Lake Park to "piggy-back" off the Cutler Bay contract award to Gomez Barker.

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

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

1. **CONTRACT TERM.**

1.1 The term of this Agreement shall be for a period of one (1) year, commencing on commencing on February 7, 2008 and terminating on February 6, 2009 unless terminated earlier pursuant to the provisions contained herein. The effective date ("Effective Date") of this Agreement shall be on the date the Agreement is executed by the Mayor of the Town after approval of the Agreement by the Town Commission. The Town shall have the option of renewing the Agreement at the expiration of the initial one-year term by giving Gomez Barker written intent to renew at least thirty days before the expiration of the initial term. The parties agree that time is of the essence in the performance of each any every obligation under this Agreement.

2. **CONSIDERATION AND INVOICING.**

- 2.1 For the performance of the services described in the attached **Schedule A** ("Scope of Work"), the Town shall pay Gomez Barker the compensation provided for in the attached **Schedule B** ("Compensation").
- 2.2 **Reimbursable expenses.** Gomez Barker shall be reimbursed for out-of-pocket expenses directly chargeable to the services provided to the Town under this Agreement, at the actual cost incurred. Reimbursable expenses include, but are not limited to: the actual cost of the preparing materials for distribution, printing, deliveries, federal express services, postage. Gomez Barker shall not charge for facsimile transmittal, travel

time, or telephone calls. These expenses shall conform to rates and allowances set forth in Section 112.061, Florida Statutes with regard to per diem and traveling expenses. Identifiable communication expenses, reproduction costs, sub-consultant fees, overnight deliveries and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost. Prior to expending these expenses, Gomez Barker shall provide notice that an expense may be incurred.

2.3 Pursuant to Section 287.055(5)(a), Florida Statutes, execution of this Agreement by Gomez Barker shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. Gomez Barker agrees that the Town may adjust the consideration for this Agreement to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The Town shall make any such adjustment within one (1) year following the termination of this Agreement.

2.4 Gomez Barker's invoices shall be sent to the following address:

Town of Lake Park  
Town Manager  
545 Park Avenue  
Lake Park, FL 33403

2.5 Gomez Barker shall bill the Town on a monthly basis. The Town shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the Town, and provided Gomez Barker has

performed the work according to the terms and conditions of this Agreement to the satisfaction of the Town.

3. **CONTRACT PERFORMANCE.**

3.1 Gomez Barker shall perform all required services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. Gomez Barker agrees that any such information provided to it by the Town shall only be used for the performance of this Agreement, and shall not be divulged to a third-party.

4. **INDEPENDENT CONTRACTOR.**

4.1 Gomez Barker is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and Gomez Barker, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Gomez Barker is free to provide similar services for others.

4.2 Gomez Barker shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment in violation of this provision shall be void.

4.3 Gomez Barker shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

- 4.4 All acts to be performed by Gomez Barker in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.
- 4.5 Pursuant to Section 287.055(6), Florida Statutes, Gomez Barker warrants that it has not employed or retained any person, other than a bona fide employee working solely for Gomez Barker, to solicit or secure this Agreement. Further Gomez Barker warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for Gomez Barker, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the Town may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 4.6 Gomez Barker shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by Gomez Barker to fulfill its contractual obligations with the Town. Gomez Barker shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Agreement.
- 4.7 Gomez Barker, by its execution of this Agreement, acknowledges and attests that, neither it nor any of its affiliates who shall perform work which is intended to benefit the Town, have been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period

longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. Gomez Barker further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the Town, for any misstatement or lack of compliance with the mandates of said statute. The Town, in the event of such termination, shall not incur any liability to the Gomez Barker for any services provided.

5. **INDEMNIFICATION AND INSURANCE.**

5.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, Gomez Barker shall defend, indemnify, save, and hold the Town, including the Town Commission, and the Town's agents, elected and appointed officials, representatives, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by Gomez Barker, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. Gomez Barker further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement.

5.2 Gomez Barker shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Agreement, which must include the following coverages and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of Gomez Barker for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of Gomez Barker and all subcontractors.
- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of Gomez Barker.

- 5.3 The Town shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of Gomez Barker. There shall be a thirty (30) day notification to the Town, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of Gomez Barker to ensure that any subcontractors are adequately insured or covered under their policies.
- 5.4 All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work under this Agreement. The Town may at its discretion, require Gomez Barker to provide a complete certified copy of the insurance policy(s).
- 5.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.
- 5.6 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- 5.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance

in which the Town is named as an additional named insured shall not apply to Town.

5.8 Violation of the terms of this Paragraph and its sub-parts shall constitute a material breach of the Agreement by Gomez Barker and the Town, at its sole discretion, may cancel the Agreement, and all rights, title and interest of Gomez Barker shall thereupon cease and terminate.

6. **TERMINATION.**

6.1 Either party may terminate this Agreement without penalty by giving thirty (30) days notice of termination to the other party. In the event the Town terminates the agreement it shall pay Gomez Barker all fees earned up to the date of termination on a per diem basis at the rate of \$82.19 per day for any partial month. In the event of termination, Gomez Barker shall provide Town with a status report describing all actions taken by the firm in furtherance of the Town's legislative goals up through the date of termination and all files and other documents in Gomez Barker's possession relating to the Town or its legislative goals. The Town shall reimburse all reasonable costs incurred through the date of termination as provided in **Schedule B, Section 2**, upon submission of documentation justifying the necessity and reasonableness of any such expenses. The Town reserves the right to withhold payment of any expenses, which the Town, in its sole discretion, deems, are not adequately documented and/or are unreasonable and/or unnecessary and/or excessive.

6.2 The Town may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Gomez Barker. The

performance of work under this Agreement may be terminated by the Town in accordance with this clause in whole, or from time to time in part, whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to Gomez Barker of a Notice of Termination. In the event of termination, the Town shall compensate Gomez Barker for all authorized and accepted work performed through the termination date. The Town shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The Town may withhold all payments to Gomez Barker for such work until such time as the Town determines the exact amount due to Gomez Barker.

7. **RECORDS RETENTION/OWNERSHIP/AUDIT.**

- 7.1 Gomez Barker understands that all documents produced by Gomez Barker pursuant to this Agreement are public records and Gomez Barker must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. Gomez Barker shall indemnify and hold the Town harmless from any demands, claims, actions or lawsuits of any kind regarding Gomez Barker's failure to comply with Chapter 119, F.S. related to public records. Gomez Barker shall permit the Town or its designated agent to inspect all records maintained by Gomez Barker, which are associated with this Agreement at the location where they are kept upon reasonable notice.
- 7.2 The Town has not performed a pre-audit of Gomez Barker's financial and/or accounting records to verify actual or average direct labor payroll

rates or verify the general overhead factor and profit margin. However, Gomez Barker 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 Gomez Barker's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this Agreement. This audit may be performed by the Town or a designated agency.

8. **GENERAL PROVISIONS.**

- 8.1 Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.
- 8.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justiciable in federal court.
- 8.3 In the event any provisions of this Agreement shall conflict, or appear to

conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

- 8.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 8.5 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 8.6 This Agreement may be amended, extended, or renewed only with the written approval of the parties. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or

agreements previously existing between the parties with respect to the subject matter of this Agreement. Gomez Barker recognizes that any representations, statements or negotiations made by Town staff do not suffice to legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8.7 If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

ATTEST:

Vivian Mendez  
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK  
(TOWN SEAL)  
SEAL

FLORIDA

TOWN OF LAKE PARK, FL

By: Edward Daly  
for Paul Castro, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

GOMEZ BARKER ASSOCIATES, INC.

BY: Fausto B. Gomez

Printed Name: FAUSTO B. GOMEZ

Title: PRESIDENT

## SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state policy objectives of Lake Park, Gomez Barker will undertake the tasks outlines below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of Lake Park.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial or helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar,

Gomez Barker would "trial balloon" Lake Park's legislative plan in order to learn how decision makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of Lake Park should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.

3. **Presentation** – Gomez Barker will present the legislative program of Lake Park to the appropriate committees in both the House and Senate as well as meet individually with key legislators. The firm will testify and articulate the Town's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.

4. **Involvement and Coordination** – Lake Park officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session. These communications and meetings will be planned and coordinated

by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.

5. **Collateral Support** – Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for Lake Park. These will include the Palm Beach County League of cities, the Florida League of Cities, and the Florida Association of Counties. Gomez Barker will also review the legislative goals of other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on Lake Park's interests.
6. **Lobbying and Monitoring** – Gomez Barker will provide year-round, full-time, lobbying and representation at both the legislative and executive agency level. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring and follow-up occurs.
7. **Reporting** – Focused and accurate communication with Lake Park about the status of legislation, budget requests, or any other important issues will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote Lake Park's agenda to legislators, legislative staff, and executive officials so that a full understanding of the Town will facilitate legislative requests.

## SCHEDULE B

This sets forth the compensation payable by Lake Park to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$30,000 per annum. This shall be paid on the basis of a monthly retainer of \$2,500 per month, the first payment due on \_\_\_\_\_, 2008 and continuing on the 1<sup>st</sup> day of each month until the conclusion of this Agreement.
2. Lake Park agrees to reimburse Gomez Barker for any reasonable and appropriate expense, extraordinary in nature and incurred with the prior approval of the Town in the course of performing the services specified in this document. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$1,500 during the course of any annual period.

**RESOLUTION NO. 10-02-08**

**A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING FIRM OF GOMEZ BARKER & ASSOCIATES, INC., TO REPRESENT THE TOWN OF LAKE PARK BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE FLORIDA STATE GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town requires the services of a professional lobbyist firm to represent the Town before the Florida State Legislature and the Governor's Office, to ensure that the Town is fully advised with the respect to legislation that may and/or will effect the Town, and to ensure that the Town's priorities are brought to the attention of the applicable legislative and executive branches of state government; and

**WHEREAS**, the Town of Cutler Bay, Florida ("Cutler Bay") previously issued a Request For Proposals ("RFP") in accordance with the requirements of the Consultant's Competitive Negotiation Act ("CCNA"), requesting proposals from qualified appropriations and intergovernmental consulting firms interested in representing Cutler Bay at the state government level; and

**WHEREAS**, Cutler Bay received responses to the RFP from four (4) qualified firms; and

**WHEREAS**, an evaluation committee comprised of the town council of Cutler Bay, heard and received presentations from all four firms who had submitted proposals in response to the RFP, and selected the consulting firm of Gomez Barker Associates, Inc., as the most qualified firm to represent the Cutler Bay, as an appropriations and intergovernmental consultant before the executive, legislative, and other branches of the state government; and

**WHEREAS**, Town staff has recommended to the Town Commission of the Town of Lake Park, that it is in the best interest of the Town to “piggy-back” off of the Cutler Bay consulting contract, and to retain the services of Gomez Barker Associates, Inc.

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

**Section 1.** The foregoing recitals are true and correct findings of fact of the Town Commission of the Town of Lake Park, and are hereby incorporated herein by reference.

**Section 2.** Gomez Barker Associates, Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide appropriations and intergovernmental consulting services to the Town before the executive and legislative branches of the state government, and the Mayor is hereby authorized to execute a retainer agreement between the Town and Gomez Barker Associates, Inc.. The Agreement shall be reviewed as to form and legal sufficiency by the Town Attorney.

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

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

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>/</u>	—
VICE-MAYOR ED DALY	<u>/</u>	—
COMMISSIONER CHUCK BALIUS	<u>/</u>	—
COMMISSIONER JEFF CAREY	<u>/</u>	—
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 10-02-08 duly passed and adopted this 6 day of February, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Paul W. Castro  
PAUL W. CASTRO  
MAYOR

ATTEST:

Vivian Mendez  
VIVIAN MENDEZ  
TOWN CLERK

TOWN OF LAKE PARK  
TOWN SEAL  
SEAL  
FLORIDA

Approved as to form and legal  
sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY

# TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 1, 2012

Agenda Item No. *Tab 3*

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other:

**SUBJECT: Modified Renewal Contract between Palm Beach County Library Cooperative Members and SirsiDynix.**

**RECOMMENDED MOTION/ACTION:**

Approve and sign new contract

Approved by Town Manager *U. Davis* Date: *01/19/2012*

Karen Mahnk, Library Director Name/Title Date of Actual Submittal *01/19/2012*

<p><b>Originating Department:</b>  Library</p>	<p>Costs: \$ 6594.00 \$4215. to be paid immediately  \$2379. to be paid by Delray Beach Public Library FY 2013  Funding Source: Library Acct. # 001-57-571-700-34000</p>	<p><b>Attachments:</b> &gt; Resolution  &gt; Master Agreement between Cooperative Authority for Library Automation and SirsiDynix.</p>
<p><b>Department Review:</b> [X] Attorney: See email of 1/24/12 [ ] Community Development [X] Finance <i>AWC 1/27/12</i> [ ] Fire Dept</p>	<p>[ ] Grants [ ] Human Resources [ ] Information Technology  [X] Library [ ] Marina</p>	<p>[ ] PBSO [ ] Public Works [ ] Recreation [ ] Town Clerk [X] Town Manager</p>
<p><b>Advertised:</b> Date: _____ Paper: _____ [X] Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u>  Please initial one.</p>

**Summary Explanation/Background:** The purpose of this item is to renew the Town of Lake Park's Master Agreement with SirsiDynix ILS (Integrated Library System) that integrates Palm Beach County Library Cooperative members' library catalogs and secured patron databases

Previously, these databases resided on a server physically located the Boynton Beach Public Library. This server is now aged and needs replacement. The Cooperative (COALA) has decided to replace the server with SaaS (software as service) Cloud version. The cost of the Town's 14% share of the contract for the upgrade is \$6594. which is \$2379. more that we budgeted for FY2012. The Delray Beach Public Library has offered to pay the amount of \$2379 for one year interest-free. The Deferred Payment Agreement with the Delray Beach Public Library is part of a separate agenda item for this Commission Meeting. The resulting cost to the Town for renewal of the Town's Master Agreement will be \$4215. for FY 2012.

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**RESOLUTION NO. 03-02-12**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SIGNATURE OF AN UPDATED CONTRACT AGREEMENT BETWEEN COOPERATIVE MEMBER LIBRARIES AND INTEGRATED LIBRARY SYSTEM (ILS) VENDOR, SIRSIDYNIX THAT INCLUDES A COST ADJUSTMENT FOR SERVICE CHANGE FROM LOCALLY BASED SERVER SOFTWARE TO CLOUD-BASED SOFTWARE AS SERVICE, PROVIDING THE REQUIRED ASSURANCES; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, in order to meet the requirements for membership in the Cooperative Authority for Library Automation ("COALA"), the Town Commission of the Town of Lake Park is required to approve the execution of the Master Agreement Between Cooperative Authority For Library Automation ("Master Agreement") (a copy of which is attached herein and incorporated herein as "Exhibit A") and make the certifications provided herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;**

- Section 1. The foregoing recitals are adopted as true and correct findings of fact by the Town Commission and are incorporated by reference herein. The Town of Lake Park, Florida is a political subdivision, eligible to participate as a member of COALA.
- Section 2. The Town Commission of the Town of Lake Park hereby authorizes the Mayor and Town Manager to execute Master Agreement on behalf of the Town and the Town's participation in COALA.
- Section 3. This Resolution shall become effective immediately upon adoption.



**MASTER AGREEMENT  
BETWEEN  
COOPERATIVE AUTHORITY FOR LIBRARY AUTOMATION  
AND SIRSIDYNIX**

By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of the Master Agreement, Quote #43659 and each of the schedules, addenda and End User License Agreements listed below:

- SaaS Services Schedule
- Professional Services Schedule
- Authorization for Release of Data Information Schedule

The parties may execute, from time to time, additional Schedules and other agreements under the terms of this Agreement. The effective date of this agreement shall be the date of last signature below. The effective date of all Schedules, Addenda, and End User License Agreements shall be the same unless otherwise specified on that schedule. If no effective date is specified on this agreement, the effective date shall be that of the last signature below.

The Cooperative Authority for Library Automation is a Florida cooperative made up of the member libraries signed below, with Boynton Beach Public Library acting as its head.

<b>Boynton Beach City Library</b> 208 S. Seacrest Blvd. Boynton Beach, FL 33435	<b>SirsiDynix</b> SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<b>Delray Beach Public Library</b> 100 West Atlantic Ave. Delray Beach, FL 33444	<b>Lake Park Public Library</b> 529 Park Ave. Lake Park, FL 33403
DocuSigned by: <i>Alan Korallau</i> Sign: _____ <small>FAB22BEE6D13D1A3</small>	Sign: _____
Print Name: _____	Print Name: _____
Title: <u>Library Director</u>	Title: _____
Date: <u>Dec-29-2011   13:14 PT</u>	Date: _____

[Signatures continued on next page]

Confidential

File: COALA Consortium

GC#331022

<b>Palm Springs Public Library</b> 217 Cypress Lane Palm Springs, FL 33461	<b>North Palm Beach Public Library</b> 303 Anchorage Dr. North Palm Beach, FL 33408
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



File: COALA Consortium

GC#331022

## AMENDMENT TO AGREEMENT

This amendment between the parties listed in the Signature Page and Summary of Agreement ("**Amendment**"), when accepted by Customer, will become part of the Master Agreement and Schedules dated \_\_\_\_\_ (collectively referred to herein as "**Agreement**"), and will evidence our further agreement with respect to the matters set forth below.

All terms used herein and in the Agreement, not defined herein, shall have the same meaning as in the Agreement. If there is any inconsistency between the terms of this Amendment at the Agreement, the terms of this Amendment will govern.

The Agreement is hereby modified as follows:

### **Master Agreement**

The following text is added to Section 3.3: "Costs associated with travel by SirsiDynix personnel shall not exceed the then-present per diem rates published by the U.S. General Services Administration. Airfare for SirsiDynix personnel shall be at reasonable, coach rates."

The following text is added to Section 4: "No part of this Agreement shall be interpreted as prohibiting the release of any data when such a release is required by a State or Federal law then in-force."

Section 7.2 Indemnification By Customer shall not constitute a waiver of sovereign immunity as specified in section 768.28, Florida Statutes.

The following is hereby added to the end of section 9.2 Termination:

Customer may terminate this agreement and all schedules at any time and without penalty if funding is not available in Customer's budget.

Section 10.15 Governing Law and Venue is hereby modified to replace any reference to "Utah" with "Florida."

### **At Will Addendum**

Section 2 shall not apply in the event Customer must terminate because it does not have funding in its budget to continue the Agreement.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of such counterparts shall constitute one and the same instrument.

The effective date of this Amendment shall be the date specified on the Signature Page and Summary of Agreement ("**Effective Date**").

**Customer Initial and Date:** \_\_\_\_\_

## MASTER AGREEMENT

This Master Agreement is entered into between Sirsi Corporation dba SirsiDyNix ("SirsiDyNix") and the customer listed in the signature block on the Signature Page and Summary of Agreement. ("Customer").

The effective date of this Master Agreement shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

**A Note on Section Summaries: Some sections of this Master Agreement have a summary at the beginning. These summaries are intended for ease of reference, and are not part of this Master Agreement. If any summary conflicts with the section it is summarizing, the section of the agreement, and not the summary, controls.**

### 1. PURPOSE AND SCOPE

**1.1 Master Agreement.** This Master Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the licensing of software, content, other products and/or the provision of services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in section 1.2 herein).

All references to the "Master Agreement" shall mean this document, exclusive of Schedules. All references to the "Agreement" wherever found shall include this Master Agreement, and all Schedules, and attachments incorporated in the Schedules. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Schedule, the terms and conditions of this Master Agreement shall control unless expressly stated otherwise.

**1.2 Incorporation of Schedules.** This Master Agreement shall fully incorporate by reference the terms and conditions found in each of the schedules, addenda, End User License Agreements, and other documents marked on the Signature Page and Summary of Agreement between the parties.

The parties may execute, from time to time, additional Schedules under the terms of this Master Agreement.

**1.3 EULAs.** Customer's use of any Third Party Software licensed hereunder or incorporated in the SaaS Services shall be subject to, and Customer shall comply with, the Master Agreement and any applicable EULAs. To the extent any terms and conditions of this Master Agreement or a Schedule conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

**1.4 Headings and Drafting.** The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

### 2. DEFINITIONS

"Confidential Information" is defined in section 4.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Customer is provided on-line access through SirsiDyNix on a subscription basis.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDyNix through the Services, or which Customer (including the Customer's patrons and users) enters into the Services or has entered on its behalf, or which SirsiDyNix is otherwise given access to under the Agreement.

"Documentation" means the user instructions, release notes, manuals and on-line help files in the form generally made available by SirsiDyNix, regarding the use of the applicable Software.

"SaaS Services" means the provision of (i) Software as a service (SaaS) hosted by SirsiDyNix from a server farm that is comprised of

application, data and remote access servers used to store and run the Software and Customer Data, and/or (ii) web access to Content and (iii) associated Maintenance.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of Systems, training methodology and materials, which SirsiDyNix has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Maintenance" means the technical support and provision of Updates for the level of support services ordered, all of which are provided under SirsiDyNix's Support Policies in effect at the time the Services are provided. A current version of such Support Policies can be found at: [http://clientcare.sirsidyNix.com/index.php?goto=Knowledge&docs&pld=1\\_&kcat\\_id=59&hlite=946](http://clientcare.sirsidyNix.com/index.php?goto=Knowledge&docs&pld=1_&kcat_id=59&hlite=946).

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting services.

"SirsiDyNix Software" means each SirsiDyNix-developed and/or SirsiDyNix-owned software product in machine readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Services" means collectively (i) the Professional Services; (ii) Maintenance, and (iii) SaaS Services.

"Software" means the SirsiDyNix Software and Third Party Software.

"System" means the total complement of hardware and Software furnished and maintained by SirsiDyNix.

"Third Party EULA" or "EULA" means the end user license agreement that accompanies the Third Party Software, is appended to a Schedule or is otherwise published by the third party supplier, and which governs the use of or access by Customer to the applicable Third Party Software.

"Third Party Software" means content and software including Documentation and Updates, owned by an entity other than SirsiDyNix which are to be provided to Customer by SirsiDyNix on a pass-through or OEM basis pursuant to the terms of the EULA.

"Updates" means the error corrections, updates, modifications or enhancements to Software or SaaS Services developed after the effective date of the Schedule which SirsiDyNix makes generally available to its customers as part of the Maintenance. Updates exclude new products for which SirsiDyNix generally charges a separate fee.

Customer Initial and Date: \_\_\_\_\_

File: COALA Consortium

GC#331022

**3. FINANCIAL TERMS**

Fees and charges due by Customer are payable within 30 days of invoice. Fees exclude taxes or other government charges or expenses. SirsiDynix may assess a finance charge for past due amounts. SirsiDynix may also suspend performance if payments are past due, after SirsiDynix has provided notice to Customer.

**3.1 Fees and Payment Terms.** The Customer is responsible for the payment of the fees and other charges as specified in the Agreement. Each member of the cooperative shall be responsible for a portion of each invoice as follows (fees are exclusive of, and Customer is responsible for, shipping costs):

Member Name	Percentage of Responsibility
Boynton Beach Public Library	29%
Delray Beach Public Library	29%
Lake Park Public Library	14%
Palm Springs Public Library	14%
North Palm Beach Public Library	14%

Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the lesser of a 1½% per month or the highest rate allowed by law.

If Customer fails to make payments of any fees due under the Agreement, SirsiDynix will be entitled to suspend its performance upon thirty (30) days written notice to Customer.

Unless expressly provided otherwise, fees paid or payable for Software licenses, Content, SaaS Services or Maintenance are not contingent under any circumstances upon the performance of any Professional Services.

**3.2 Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on SirsiDynix's net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate prior to execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying taxes due.

**3.3 Travel Expenses.** Unless otherwise noted within the quote, travel expenses will be billed separately at actual cost.

**4. CONFIDENTIALITY**

Each party agrees not to use or disclose the other's Confidential Information except as necessary to further the purposes of the Agreement. Each party agrees to take reasonable steps to protect that information, to return it or destroy it upon request, and to cooperate with one another if a disclosure is compelled by law.

SirsiDynix acknowledges that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

**4.1 Defined.** By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("**Confidential Information**"). Confidential Information of SirsiDynix and/or its licensors includes but is not limited to the terms and

conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix.

**4.2 Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

**4.3 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

**5. PRIVACY**

Customer represents and warrants that before providing personal information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with SirsiDynix under the Agreement. No personal information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

**6. LIMITED RIGHTS AND OWNERSHIP**

Software is licensed to Customer, not sold. This section describes restrictions that apply to Customer's use of any software or service SirsiDynix provides to Customer (e.g., prohibitions on renting, or hosting, or reverse engineering).

**6.1 Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by SirsiDynix and its licensors. Customer acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Customer acquires only the right to use the Software, Content, or SaaS Services and SirsiDynix, its licensors, and Content providers shall retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Software, Content, Services and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its licensors. Customer agrees to secure and protect the Software consistent with the maintenance of SirsiDynix's and its licensors' rights in the Software, as set forth in this Master Agreement.

**6.2 Restrictions.** "Protected Materials" as used herein means Software, Services or SirsiDynix's or its licensors' Intellectual Property or Confidential Information. Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or

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In part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and Independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement. SirsiDyNix will allow access to the Software module for online data inquiries (i.e. public access catalog) where the Customer would like to grant such access, and then this access is only to be granted to library users, other libraries, and third party entities. (iv) write or develop any derivative works based upon the Protected Materials, access to Application Programming Interface ("API") is specifically exempt from this clause; (v) modify, adapt, translate or otherwise make any changes to the Software or Content or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDyNix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**6.3 Customer Data.** SirsiDyNix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDyNix by Customer.

**6.4 License Grant by Customer.** Customer grants to SirsiDyNix a non-exclusive, royalty free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing its obligations under the Agreement.

**6.5 Enforcement.** Customer shall (i) ensure that all users of Software or SaaS Services comply with the terms and conditions of the Agreement, (ii) promptly notify SirsiDyNix of any actual or suspected violation thereof and (iii) cooperate with SirsiDyNix with respect to investigation and enforcement of the Agreement.

**7. INDEMNIFICATION**

SirsiDyNix will defend Customer against claims that a SirsiDyNix Software or SaaS Service (excluding Content and Third Party Software) infringes certain third parties' intellectual property rights, and pay any damages awarded by a court or in a settlement. There are several exceptions, which limit SirsiDyNix's obligations in cases where Customer has contributed in some way to the claim.

If an infringement is adjudicated, SirsiDyNix may, at its option, replace the infringing material, modify it to make it non-infringing, obtain the rights Customer needs to keep using it, or an equitable adjustment will be made to the fees paid by Customer.

If a claim is made against SirsiDyNix by a third party and such claim results from Customer's acts or violations of the Agreement, Customer will indemnify SirsiDyNix.

**7.1 By SirsiDyNix.** SirsiDyNix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDyNix Software or SaaS Services (excluding Content and Third Party Software) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDyNix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDyNix; (ii) gives SirsiDyNix sole control

of the defense and settlement of the Claim; (iii) provides SirsiDyNix, at SirsiDyNix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDyNix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDyNix.

SirsiDyNix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDyNix Software or SaaS Services or used a release other than a current unaltered release of the SirsiDyNix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDyNix Software, (ii) Third Party Software and/or Content, or (iii) the combination, operation or use of the SirsiDyNix Software or SaaS Services with software or data not provided under the Agreement.

If it is adjudicated that an infringement of the SirsiDyNix Software or SaaS Service by itself and used in accordance with the Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDyNix shall, at its option: (i) procure for Customer the right to continue using the SirsiDyNix Software or Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected Software or Service. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**7.2 By Customer.** To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDyNix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; or (ii) any claim that Customer or a user is using the SaaS Services in a manner that violates the provisions of the Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDyNix providing Customer with prompt written notice of such claim; (b) SirsiDyNix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

**8. LIMITATION OF LIABILITY.**

SirsiDyNix limits its liability to Customer to the amount of fees Customer has paid SirsiDyNix for the product or service giving rise to the claim. This limit does not apply, however, to SirsiDyNix's obligations under the section entitled "INDEMNIFICATION". In no event will SirsiDyNix be liable for consequential, indirect, punitive, or special damages.

**8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 7 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.**

**8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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8.3 NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF TWO YEARS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.4 THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

#### 9. TERM AND TERMINATION

The Master Agreement remains in effect until all Schedules have expired, or the Master Agreement and all Schedules are terminated by a party for a breach by the other party. The non-breaching party may, at its option, terminate the affected Schedule without terminating the entire Agreement.

9.1 **Term.** The term of this Master Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder.

9.2 **Termination.** Either party may terminate the Agreement including all Schedules immediately upon written notice if the other party commits a non-remediable material breach of the Agreement, or any EULAs, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Agreement, the non-breaching party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

Following termination of the Agreement or a Schedule (for whatever reason), Customer agrees to certify that it has returned or destroyed all copies of the applicable Software, Content and Confidential Information and acknowledges that its rights to use the same are relinquished.

#### 10. GENERAL PROVISIONS

10.1 **Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 **Assignment.** SirsiDyNix may assign the Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.3 **Cooperation.** Customer agrees to provide Cooperation, which is defined to mean: assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDyNix to perform any and all installation, implementation, and services required to fulfill this Agreement. If Customer has purchased post Go Live modules, Customer shall continue Cooperation after the Go Live date to provide for installation of post Go Live modules within four (4) weeks of the Go Live date. Failure to grant such Cooperation shall allow SirsiDyNix to deem the System and Professional Services purchased by Customer to be fully accepted and delivered.

10.4 **Notice of U.S. Government Restricted Rights.** If the Customer hereunder is the U.S. Government, or if the Software are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software are commercial

computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.5 **Export.** Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.6 **Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.7 **Compliance.** During the term of this Master Agreement for a period of one year following its termination, Customer shall maintain and make available to SirsiDyNix records sufficient to permit SirsiDyNix or an independent auditor retained by SirsiDyNix to verify, upon ten days' written notice, Customer's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer with the Agreement, Customer shall reimburse SirsiDyNix for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by SirsiDyNix, and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDyNix's termination rights.

10.8 **Notices.** Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, by pdf via email to [legal@sirsidyNix.com](mailto:legal@sirsidyNix.com), for SirsiDyNix's email or

for Customer's email, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.9 **Relationship.** The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.10 **Invalidity.** If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.11 **Survival.** The following provisions will survive any termination or expiration of the Agreement or a Schedule: sections 1, 2, 3, 4, 6.1, 6.2, 6.3, 6.5, 7, 8, 9, and 10.

10.12 **No Waiver.** Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may

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otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

**10.13 Entire Agreement;** The Master Agreement and Schedules constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and signed by an authorized representative of each party.

**10.14 Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an Intended third party beneficiary of the Agreement, with respect to the Third Party Software.

**10.15 Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens". The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

**10.16 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute

an enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

**10.17 Additional Institutions.** In the event Customer would like to add a new member to its consortium, Customer, the new member and SirsiDynix must execute an addendum to the Agreement. The text of this addendum shall be as follows:

This Addendum ("Addendum") is executed by and between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and [new Member Library Name] ("Member Library"), as a member site to a consortium with [Parent Library Name] ("Parent Library") under the [Parent Library's Agreement Name], dated [\_\_\_\_], between SirsiDynix and [Parent Library Name], including any amendments thereto (the "Agreement"). This Addendum is attached to and fully incorporated into the Agreement by this reference.

By executing this Addendum [and Quote #\_\_\_\_, which is attached hereto as Schedule A and fully incorporated herein], the Member Library acknowledges it is a member of the [Parent Company's Name] consortium and agrees to be bound by all the terms and conditions of the Agreement. By signing below, Parent Library acknowledges Member Library as a part of the consortium and agrees that it shall be responsible for payments regarding Member Library.

If the new member is an existing customer of SirsiDynix, Customer must first discuss with and receive written permission from SirsiDynix to add it to Customer's consortium group. Such written permission shall include details including but not limited to the disposition and destination of existing assets of both Customer and the new member it wishes to bring into its consortium.

\*\*\*\*\*END OF MASTER AGREEMENT\*\*\*\*\*

Customer Initial and Date: \_\_\_\_\_

## SaaS Services Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement. ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

The above parties agree to the following:

### 1. DEFINITIONS.

Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

"Error" means a material failure of the hosted Software to conform to its functional specifications described in the Documentation.

"Go Live Date" means the date on which the SaaS Service is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

"License Metrics" means the limitation on the usage of each of the SaaS Services as designated and/or defined in the applicable Quote by a term such as the number of titles, circulation, users, students, seats, reports, and the like.

"Quote" means Quote #43659, and/or the document executed by the parties specifically referencing this Schedule, which contains Customer's order specific information, including description of SaaS Service ordered, License Metrics and associated fees and payment terms.

### 2. TERM; RENEWAL; TERMINATION.

**2.1 Term and Renewal.** SaaS Services commence on the Go Live Date and, subject to applicable State Statutes, continue for the term set forth in the Quote ("Initial Term"). Following the end of the Initial Term, SaaS Services shall automatically renew for the same length as the Initial Term (a "Renewal Term") unless Customer gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the Service.

**2.2 Termination.** This Schedule may be terminated for cause by either party in accordance with section 9 of the Master Agreement. Sections 1, 2, and 5 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule.

### 3. GRANT OF USE.

Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, SirsiDynix grants to Customer, for the Initial Term and each Renewal Term, the right to access and use the SaaS Services solely for Customer's internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

SaaS Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Quote. Additional License Metrics may be purchased under an additional Quote at the pricing as defined in the Quote in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall terminate on the

same date as the pre-existing subscriptions. Fees are based on Services and License Metrics purchased and not actual usage.

### 4. CERTAIN OBLIGATIONS.

**4.1 Hosting Environment.** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including without limitation, internet connections.

Customer understands that all communication traverses a public internet connection and is unencrypted. The customer also understands they are responsible for all devices and connectivity methods to reach the SaaS environment. Should the customer wish to encrypt all traffic the optional VPN solution must be purchased. This VPN solution is delivered by SirsiDynix and is the only supported method for encryption.

**4.2 Passwords; Security.** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. SirsiDynix will maintain Customer passwords as confidential and will not disclose them to third parties.

**4.3 Customer Data.** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data.

**4.4 Acceptable Use.** Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Services, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. SirsiDynix may remove any violating content posted on the Services or transmitted through the Services, without notice to

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Customer. SirsiDynix may suspend or terminate any user's access to the SaaS Services upon notice in the event that SirsiDynix reasonably determines that such user has violated the terms and conditions of this Schedule.

#### 5. WARRANTIES AND DISCLAIMER.

**5.1 Warranties.** SirsiDynix warrants that the hosted SirsiDynix Software will operate in all material respects in conformity with the Documentation.

**5.2 Remedies.** If the hosted SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SaaS Service, and Customer will be entitled to an equitable adjustment in the fees paid for the affected Service at SirsiDynix's discretion. In no event will the adjustment in fees exceed the amount of unused prepaid fees paid by Customer to SirsiDynix for the affected Service. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the SaaS Service, Customer waives all rights for the applicable warranty cure set forth herein.

**5.3 Exclusions.** SirsiDynix is not responsible for any claimed breach of any warranty set forth in section 5.1 caused by: (i) modifications made to the hosted SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the hosted SirsiDynix Software with any items not certified by SirsiDynix; (iii) SirsiDynix's adherence to Customer's specifications or Instructions; (iv) Errors caused by or related to internet connections or (v) Customer deviating from the hosted SirsiDynix Software operating procedures described in the Documentation.

**5.4 Third Party Software.** Customer acknowledges that certain modules of the SaaS Services may contain Third Party Software. SirsiDynix may add and/or substitute functionally equivalent products

for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. The provision of Content is subject to availability from third party Content providers and SirsiDynix shall have no liability should such Content become unavailable for any reason or is no longer available under reasonable commercial terms. Customer's use of any Third Party Software shall be subject to, and Customer and users shall comply with this Schedule and any applicable Third Party EULAs. SirsiDynix makes no warranty with respect to any Third Party Software and Content. Customer's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Content and Third Party Software are made available on an "AS IS, AS AVAILABLE" BASIS.

**5.5 Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY HOSTED SOFTWARE, AND SAAS SERVICES, ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. Customer acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Services and Customer Data. Accordingly, SirsiDynix cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

\*\*\*\*\*END OF SAAS SERVICES SCHEDULE\*\*\*\*\*

Customer Initial and Date: \_\_\_\_\_

## Professional Services Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

The above parties agree to the following:

### 1. SERVICES.

**1.1 Statement of Work.** SirsiDynix will perform the mutually agreed upon services for Customer described in one or more quote or statement of work ("Quote" or "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Schedule and the terms of a SOW, the terms of this Schedule shall prevail.

**1.2 Change Orders.** Either Party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the services or deliverables, and the effect on the time of performance and on the fees owed to SirsiDynix, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

**1.3 Estimated Costs.** Unless otherwise expressly stated in the applicable Quote or SOW, Professional Services shall be provided on a time and materials ("T&M") basis at SirsiDynix's T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Customer's budgeting and SirsiDynix's resource scheduling purposes and not a guarantee that the work will be completed for that amount.

**1.4 Delays/Costs Overruns.** In the event of any delay in Customer's performance of any of the obligations set forth herein or any other delays caused by Customer, the milestones, fees and date(s) set forth in the Quote shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions above.

### 2. PROJECT MANAGEMENT.

**2.1 Responsibility.** SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing the Services.

**2.2 Cooperation.** Customer shall provide SirsiDynix with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SirsiDynix in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Customer's applications, and Customer personnel, as may be reasonably requested by SirsiDynix from time to time. Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and

approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer.

**2.3 Subcontractors.** SirsiDynix may subcontract or delegate any work under any SOW to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance, acts and omissions of any such subcontractors.

**2.4 Customer Data.** Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional charges will apply.

**2.5 Remote Access.** For installation of the System, Customer shall ensure that SirsiDynix's assigned technical personnel are able to access the System remotely. Customer shall be responsible for providing access through any security measures it deems necessary. SirsiDynix alone shall decide whether access to the System is sufficient for installation purposes. "System" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

The Authorization for Data Release form attached hereto may set forth additional details regarding SirsiDynix's access to and use of Customer's personnel, facilities and equipment.

### 3. LICENSE AND OWNERSHIP.

**3.1 Ownership.** All intellectual property rights including all copies thereof in any SirsiDynix products and the results of the services including (without limitation) all deliverables and all Intellectual Property embodied herein shall, subject to Section 3.2 below, vest solely and absolutely in SirsiDynix or its licensors.

**3.2 Limited License.** SirsiDynix grants Customer, upon full payment of the applicable fees and charges, and subject to the restrictions set forth in the Section 6.2 of the Master Agreement, a personal, nontransferable, nonexclusive, irrevocable license to use the deliverables solely for its own internal business needs.

### 4. TERMINATION.

This Schedule may be terminated in accordance with section 9 of the Master Agreement.

Where the non-breaching Party has a right to terminate this Schedule, the non-breaching Party may, at its discretion, either terminate this Schedule, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables shall be delivered to Customer. Upon SirsiDynix's receipt of a notice of termination, SirsiDynix shall cease and shall cause any agent or subcontractor to cease all work under, the applicable SOW and minimize any additional costs or

Customer Initial and Date: \_\_\_\_\_

File: COALA Consortium

GC#331022

reimbursable expenses unless otherwise directed in writing by Customer. Except as may be expressly set forth in the applicable SOW, after such termination, Customer shall pay SirsiDynix fees for services

performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The parties.

\*\*\*\*\*END OF PROFESSIONAL SERVICES SCHEDULE\*\*\*\*\*



Customer Initial and Date: \_\_\_\_\_

File: COALA Consortium

GC#331022

## Authorization for Release of Data Information Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement. ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

The above parties agree to the following:

Customer's hardware administrator ("HW Administrator") hereby authorizes Sirsi Corporation d/b/a SirsiDynix, with principal offices at 400 West Dynix Drive, Provo, Utah 84604 ("SirsiDynix") and its agents, suppliers, and its subcontractors, to connect and access the current Integrated Library System (ILS) and associated hardware servers. HW Administrator hereby authorizes SirsiDynix to extract all databases, policies and configuration information as required by SirsiDynix for the project. HW Administrator hereby authorizes the transfer of this information to SirsiDynix computers for the purposes of evaluation, conversion, and/or import into the SirsiDynix product. All data information will only be revealed to agents, suppliers, and subcontractors of SirsiDynix. No data information will be published to other Customers of SirsiDynix or any unassociated resource without HW Administrator's consent.

While connected to your server, SirsiDynix staff will execute a suite of programs which reads Customer's current databases and creates a text file on its server containing the data in a flat ASCII format. One file is created for each data type to be extracted and/or loaded into Customer's new ILS system. These programs are executed with the lowest possible priority in order to avoid interruption with Customer's daily activities. These executables can be run while Customer's current ILS is in operation. HW Administrator acknowledges that the notes (or lack thereof) at the bottom of this form indicate any and all disk drivers or file systems that SirsiDynix staff should use or avoid.

This authorization shall be in force for the duration of the project. Customer shall have the right to revoke this authorization, in writing, at any time by sending such written notification to the SirsiDynix Project Manager Representative. SirsiDynix' liability in any matter relating to this project will be limited to the payments made Customer during the

previous 12 months for the product or service which is the subject matter of the claim, and any such liability shall exclude any indirect, special, incidental, exemplary punitive, treble, or consequential damages. SirsiDynix warrants only that the service shall be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services, which does not mean that the service shall be error free. SirsiDynix shall not be responsible for any loss caused by: 1) modifications made to the System by anyone other than SirsiDynix, 2) the combination, operation or use of the System components with any items not supplied by SirsiDynix to Customer, 3) Customer's failure to use any new or corrected versions of the System components made available by SirsiDynix, 4) SirsiDynix' adherence to Customer's specifications or instructions, 5) any deviation by Customer from the SirsiDynix Software operating procedures. Declining SirsiDynix' access to Customer's current ILS system will likely cause information loss in the migration to the SirsiDynix ILS product. SirsiDynix shall not be held liable for the information loss.

Additional Comments Regarding Disk Drivers or File Systems:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*END OF AUTHORIZATION FOR RELEASE OF DATA INFORMATION SCHEDULE\*\*\*\*\*

Customer Initial and Date: \_\_\_\_\_

## At Will Addendum

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Amendment. ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following:

1. **Definitions:** "Initial Term" and "Renewal Term" are defined in this addendum as they are in the Perpetual Software License and Maintenance Schedule and/or the SaaS Services Schedule as they refer to their respective services.

2. **Fees:** Customer acknowledges that SirsiDynix has provided Customer with Maintenance and/or SaaS Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other free or substantially discounted products or services, as identified in the Quote, for the Initial Term or Renewal Term(s) of Maintenance and/or SaaS Services (each referred to individually as a "Term"), based on the assumption that Customer will remain a client for the whole of such Term. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of termination of Maintenance and/or SaaS Services services by Customer, other than due to breach by SirsiDynix, prior to the expiration the then-current Term. Such fee

shall be equal to (i) the difference of 8% of the total Maintenance and/or SaaS Services fees related to the prorated Maintenance and/or SaaS Services Term which is terminated early and the actual Maintenance and/or SaaS Services fees paid, plus (ii) the amount of discounts on Software, Content or Services (excluding the terminated Maintenance and/or SaaS Services) extended to Customer during the Maintenance and/or SaaS Services Term which is terminated early. Customer agrees that damages suffered by SirsiDynix in the event of early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any early termination of the Maintenance and/or SaaS Services. Customer shall notify SirsiDynix in writing of its intent to terminate such Maintenance and/or SaaS Services not less than ninety (90) days prior to the date of termination and Customer is not eligible for any pro-rata credit or refund for unused partial year Maintenance and/or SaaS Services fees paid.

\*\*\*\*\*END OF AT-WILL ADDENDUM\*\*\*\*\*

Customer Initial and Date: \_\_\_\_\_

Quote for COALA Consortium

Reference number 43659

## Statement of Work

### General

This quote is for Symphony to Symphony SaaS. The subscription for Data Stream (\$6,102) will stay the same.

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## Summary of Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price	2nd Year Amount
SirsiDynix Symphony SaaS subscription	36,250	38,790
Implementation Services	10,850	-
<b>QUOTE TOTAL</b>	<b>47,100</b>	<b>38,790</b>

Quote date: July 26, 2011

Quote valid until: December 15, 2011

Prices and products presented here are valid until December 15, 2011. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and FAX this document to:

North America: (801) 765-6550

UK: +44 (0) 1923 431847

Australia: +61 3 9678 9163

Germany: +49 (0) 30 / 24 31 02 22

This quote is hereby fully incorporated into the Master Agreement and Schedules  
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## Total Cost of Ownership

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Year 1	Year 2	Year 3	Total
SirsiDynix Symphony SaaS subscription	36,250	38,790	41,500	116,540
Implementation Services	10,850	-	-	10,850
<b>TCO</b>	<b>47,100</b>	<b>38,790</b>	<b>41,500</b>	<b>127,390</b>

**Initial Term of Maintenance and SaaS Services:** Three (3) Years

**Initial Term Annual Price Increase Cap for SirsiDynix Products/Services:** the greater of 7% or CPI annual price increase cap until Term renewal

Fees for the Initial Term are due annually in advance on the anniversary of the Go Live Date.

The above quoted Initial Term price is for SirsiDynix products or services only. Third Party/integrated product/service fees may, at the discretion of the Third Party, increase more than the above noted Initial Term pricing and shall be increased accordingly by SirsiDynix. SirsiDynix reserves the right to adjust Initial Term pricing in regards to Third Party/integrated products/services.

All other capitalized terms used herein have the meaning set forth in the Agreement, unless expressly stated otherwise in this quote.

## Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
<b>SirsiDynix Symphony SaaS subscription</b>	
SirsiDynix Symphony SaaS	36,250
Cataloging	Included
Circulation	Included
Public Access	Included
Z39.50 server	Included
Authority control	Included
Backup circulation	Included
Inventory	Included
Reports	Included
ReferenceLIBRARIAN	Included
SaaS User Level - 50 Staff seats	Included
<b>Total SirsiDynix Symphony SaaS subscription</b>	<b>36,250</b>
<b>Implementation Services</b>	
Data Migration	3,280
Installation	7,570
<b>Total Implementation Services</b>	<b>10,850</b>
<b>QUOTE TOTAL</b>	<b>47,100</b>

This quote is hereby fully incorporated into the Master Agreement and Schedules

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## Component Descriptions

### SirsiDynix Symphony SaaS subscription

#### SirsiDynix Symphony SaaS

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports. Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

#### SaaS User Level - 50 Staff seats

*SirsiDynix Symphony is an open, versatile, scalable library management solution for managing all technical and public services within libraries and consortia. With these capabilities, SirsiDynix Symphony enables libraries to cut costs while providing the highest quality of service, and allows IT staff to respond to the needs of the library while greatly lowering risk.*

### Implementation Services

#### Data Migration:

##### Oracle Migration Data Services

SirsiDynix will export a library's Informix databases and import them into Oracle for any Uncom or SirsiDynix Symphony client. All modules currently in use will be migrated to the new database application.

#### Installation:

##### Product Delivery

##### Informix to Oracle Platform Migration (remote)

Migration includes installation of Oracle and migration of existing ILS software, configuration and data as exists on current system. Non embedded Oracle Installations must meet SirsiDynix Oracle requirements

##### Project Management

##### Unicorn/Symphony Platform Migration

Project Management Service for a Unicorn/Symphony Different OS and/Or Different Database Platform Migration. Project Management Service Includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

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## Contact Information

### Quote Information

Client name	COALA Consortium
Quote reference number	43659
Quote date	July 26, 2011
Quote valid until	December 15, 2011
License agreement number	

### Client Information

#### Contact

Name	Craig Clark
Address	Boynton Beach City Library 208 S. Seacrest Blvd. Boynton Beach Florida 33435 United States
Email	clarkc@cl.boynton-beach.fl.us
Phone	5617426380
Fax	5617426381

#### Billing

Name	Craig Clark
Address	Finance Dept. PO BOX 310 100 E. Boynton Beach Blvd Boynton Beach Florida 33435 United States
Email	clarkc@cl.boynton-beach.fl.us
Phone	5617426380
Fax	5617426381

#### Shipping

Name	Craig Clark
Address	Boynton Beach City Library 208 S. Seacrest Blvd. Boynton Beach Florida 33435 United States
Email	clarkc@cl.boynton-beach.fl.us
Phone	5617426380
Fax	5617426381

### SirsiDynix Information

Sales Rep	Bacarl Nelson Field Sales Consultant, Central Region
Email	bacarl.nelson@sirsidyndix.com
Address	
Phone	(800)288-8020
Fax	(678) 802-0571

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## Terms and Conditions

### Other Terms

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 1,310,000 annually circulated items and up to 50 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

### Fees and Payment Terms

The term of any quoted subscriptions is for no less than three (3) years from the date of initial use of the subscription. Subscriptions shall be paid in advance and early termination of any quoted subscription for any reason will incur a reassessment fee of the full amount of the discount on the Quote of the subscription received by the customer plus interest. Reassessment amount will be due within thirty (30) days of the date of early termination. All subscriptions auto-renew annually after the initial three (3) year term unless sixty (60) days prior to termination notice is received in writing to [legal@sirsidynix.com](mailto:legal@sirsidynix.com) or to Legal Dept. 400 Dynix Dr. Provo, UT 84604.

The Initial Term of maintenance and support is no less than three (3) years, and shall commence on the Go Live Date, to be paid in 12-month installments in advance and shall automatically renew for the length of the Initial Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance.

Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases.

#### SirsiDynix Software license fees

- 100% due upon installation of client SirsiDynix Software on Customer's system

#### Support/Maintenance fees

- 100% of first year's Support due at installation of Software

#### Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

#### SaaS Migration

- 100% of total for Services and first year subscription fees due on date of initial live use of SaaS Services.

\*\*Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are non-applicable.

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Quote for COALA Consortium

Reference number 43659

## Terms and Conditions

### Signatures

Cooperative Authority for Library Automation  
By: Boynton Beach Public Library

\_\_\_\_\_  
(Authorized Signature)

Printed Name:

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

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

The above document is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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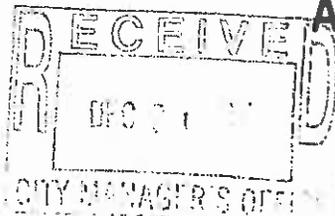
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MASTER AGREEMENT
BETWEEN
COOPERATIVE AUTHORITY FOR LIBRARY AUTOMATION
AND SIRSIDYNIX

By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of the Master Agreement, Quote #43659 and each of the schedules, addenda and End User License Agreements listed below:

- SaaS Services Schedule
Professional Services Schedule
Authorization for Release of Data Information Schedule

The parties may execute, from time to time, additional Schedules and other agreements under the terms of this Agreement. The effective date of this agreement shall be the date of last signature below. The effective date of all Schedules, Addenda, and End User License Agreements shall be the same unless otherwise specified on that schedule. If no effective date is specified on this agreement, the effective date shall be that of the last signature below.

The Cooperative Authority for Library Automation is a Florida cooperative made up of the member libraries signed below, with Boynton Beach Public Library acting as its head.

Table with 2 columns and 8 rows containing library names, addresses, and signature fields for Boynton Beach City Library, Delray Beach Public Library, and Lake Park Public Library.

[Signatures continued on next page]

Confidential

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<b>Palm Springs Public Library</b> 217 Cypress Lane Palm Springs, FL 33461	<b>North Palm Beach Public Library</b> 303 Anchorage Dr. North Palm Beach, FL 33408
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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## AMENDMENT TO AGREEMENT

This amendment between the parties listed in the Signature Page and Summary of Agreement ("**Amendment**"), when accepted by Customer, will become part of the Master Agreement and Schedules dated \_\_\_\_\_ (collectively referred to herein as "**Agreement**"), and will evidence our further agreement with respect to the matters set forth below.

All terms used herein and in the Agreement, not defined herein, shall have the same meaning as in the Agreement. If there is any inconsistency between the terms of this Amendment at the Agreement, the terms of this Amendment will govern.

The Agreement is hereby modified as follows:

### Master Agreement

The following text is added to Section 3.3: "Costs associated with travel by SirsiDynix personnel shall not exceed the then-present per diem rates published by the U.S. General Services Administration. Airfare for SirsiDynix personnel shall be at reasonable, coach rates."

The following text is added to Section 4. "The release of any data when such a release is required by a State or Federal law then in-force."

Section 7.2 Indemnification By Customer shall not constitute a waiver of sovereign immunity as specified in section 768.28, Florida Statutes.

The following is hereby added to the end of section 9.2 Termination:

Customer may terminate this agreement and all schedules at any time and without penalty if funding is not available in Customer's budget.

Section 10.15 Governing Law and Venue is hereby modified to replace any reference to "Utah" with "Florida."

### At Will Addendum

Section 2 shall not apply in the event Customer must terminate because it does not have funding in its budget to continue the Agreement.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of such counterparts shall constitute one and the same instrument.

The effective date of this Amendment shall be the date specified on the Signature Page and Summary of Agreement ("**Effective Date**").

Customer Initial and Date: LD 12/24/11

File: COALA Consortium

GC#331022

### MASTER AGREEMENT

This Master Agreement is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement. ("Customer").

The effective date of this Master Agreement shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

**A Note on Section Summaries:** Some sections of this Master Agreement have a summary at the beginning. These summaries are intended for ease of reference, and are not part of this Master Agreement. If any summary conflicts with the section it summarizes, the section of the agreement, and not the summary, controls.

#### 1. PURPOSE AND SCOPE

**1.1 Master Agreement.** This Master Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the licensing of software, content, other products and/or the provision of services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in section 1.2 herein).

All references to the "Master Agreement" shall mean this document, exclusive of Schedules. All references to the "Agreement" wherever found shall include this Master Agreement, and all Schedules, and attachments incorporated in the Schedules. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Schedule, the terms and conditions of this Master Agreement shall control unless expressly stated otherwise.

**1.2 Incorporation of Schedules.** This Master Agreement incorporates by reference the terms and conditions of all Schedules, addenda, End User Licenses, and other documents marked on the Signature Page and Summary of Agreement between the parties.

The parties may execute, from time to time, additional Schedules under the terms of this Master Agreement.

**1.3 EULAs.** Customer's use of any Third Party Software licensed hereunder or incorporated in the SaaS Services shall be subject to, and Customer shall comply with, the Master Agreement and any applicable EULAs. To the extent any terms and conditions of this Master Agreement or a Schedule conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

**1.4 Headings and Drafting.** The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

#### 2. DEFINITIONS

"Confidential Information" is defined in section 4.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Customer is provided on-line access through SirsiDynix on a subscription basis.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through the Services, or which Customer (including the Customer's patrons and users) enters into the Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Agreement.

"Documentation" means the user instructions, release notes, manuals and on-line help files in the form generally made available by SirsiDynix, regarding the use of the applicable Software.

"SaaS Services" means the provision of (i) Software as a service (SaaS) hosted by SirsiDynix from a server farm that is comprised of

application, data and remote access servers used to store and run the Software and Customer Data, and/or (ii) web access to Content and (iii) associated Maintenance.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of Systems, training methodology and materials, which exist in, and may, in whole or in part, be embodied in any form, create, employ, use, or otherwise exercise any rights in.

"Maintenance" means the technical support and provision of Updates for the level of support services ordered, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided. A current version of such Support Policies can be found at: [http://clientcare.sirsidyndix.com/index.php?goto=Knowledge&docs&pid=1&kcat\\_id=59&hlite=946](http://clientcare.sirsidyndix.com/index.php?goto=Knowledge&docs&pid=1&kcat_id=59&hlite=946).

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting services.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Services" means collectively (i) the Professional Services; (ii) Maintenance, and (iii) SaaS Services.

"Software" means the SirsiDynix Software and Third Party Software.

"System" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

"Third Party EULA" or "EULA" means the end user license agreement that accompanies the Third Party Software, is appended to a Schedule or is otherwise published by the third party supplier, and which governs the use of or access by Customer to the applicable Third Party Software.

"Third Party Software" means content and software including Documentation and Updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix on a pass-through or OEM basis pursuant to the terms of the EULA.

"Updates" means the error corrections, updates, modifications or enhancements to Software or SaaS Services developed after the effective date of the Schedule which SirsiDynix makes generally available to its customers as part of the Maintenance. Updates exclude new products for which SirsiDynix generally charges a separate fee.

Customer Initial and Date: \_\_\_\_\_

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**3. FINANCIAL TERMS**

Fees and charges due by Customer are payable within 30 days of Invoice. Fees exclude taxes or other government charges or expenses. SirsiDynix may assess late charges on past due amounts. SirsiDynix may also suspend performance if payments are past due after SirsiDynix has provided notice to Customer.

**3.1 Fees and Payment Terms.** The Customer is responsible for the payment of the fees and other charges as specified in the Agreement. Each member of the cooperative shall be responsible for a portion of each Invoice as follows (fees are exclusive of, and Customer is responsible for, shipping costs):

Member Name	Percentage of Responsibility
Boynton Beach Public Library	29%
Delray Beach Public Library	29%
Lake Park Public Library	14%
Palm Springs Public Library	14%
North Palm Beach Public Library	14%

Invoices become past due 30 days after the Invoice date. Interest accrues on past due balances at the lesser of a 1 1/4% per month or the highest rate allowed by law.

If Customer fails to make payments of any amount due under the Agreement, SirsiDynix will be entitled to suspend its participation in the thirty (30) days written notice to Customer.

Unless expressly provided otherwise, fees paid or payable for software licenses, Content, SaaS Services or Maintenance are not contingent under any circumstances upon the performance of any Professional Services.

**3.2 Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on SirsiDynix's net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate prior to execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying taxes due.

**3.3 Travel Expenses.** Unless otherwise noted within the quote, travel expenses will be billed separately at actual cost.

**4. CONFIDENTIALITY**

Each party agrees not to divulge or disclose the other's Confidential Information to any third party for any purpose other than that for which it was provided to the disclosing party. Confidential Information includes but is not limited to: trade secrets, know-how, inventions, processes, methods, data, software, source code, object code, specifications, and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix.

SirsiDynix acknowledges that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

**4.1 Defined.** By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("Confidential Information"). Confidential Information of SirsiDynix and/or its licensors includes but is not limited to the terms and

conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix.

**4.2 Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

**4.3 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing party.

Customer represents and warrants that before providing personal information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with SirsiDynix under the Agreement. No personal information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

**6. LIMITED RIGHTS AND OWNERSHIP**

SirsiDynix reserves all rights in and to the Software, Content, Services and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (ii) the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its licensors. Customer agrees to secure and protect the Software consistent with the maintenance of SirsiDynix's and its licensors' rights in the Software, as set forth in this Master Agreement.

**6.1 Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by SirsiDynix and its licensors. Customer acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Customer acquires only the right to use the Software, Content, or SaaS Services and SirsiDynix, its licensors, and Content providers shall retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Software, Content, Services and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its licensors. Customer agrees to secure and protect the Software consistent with the maintenance of SirsiDynix's and its licensors' rights in the Software, as set forth in this Master Agreement.

**6.2 Restrictions.** "Protected Materials" as used herein means Software, Services or SirsiDynix's or its licensors' Intellectual Property or Confidential Information. Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or

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8.3 NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF TWO YEARS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.4 THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9. TERM AND TERMINATION

The Master Agreement and all Schedules may be terminated by either party if the other party commits a non-remediable material breach of the Agreement, or any EULAs, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Agreement, the non-breaching party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the Master Agreement.

9.1 Term. The term of this Master Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder.

9.2 Termination. Either party may terminate the Agreement including all Schedules immediately upon written notice if the other party commits a non-remediable material breach of the Agreement, or any EULAs, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Agreement, the non-breaching party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the Master Agreement.

Following termination of the Agreement or a Schedule (for whatever reason), Customer agrees to certify that it has returned or destroyed all copies of the applicable Software, Content and Confidential Information and acknowledges that its rights to use the same are relinquished.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.3 Cooperation. Customer agrees to provide Cooperation, which is defined to mean: assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill this Agreement. If Customer has purchased post Go Live modules, Customer shall continue Cooperation after the Go Live date to provide for installation of post Go Live modules within four (4) weeks of the Go Live date. Failure to grant such Cooperation shall allow SirsiDynix to deem the System and Professional Services purchased by Customer to be fully accepted and delivered.

10.4 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software are commercial

computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.5 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.6 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.7 Compliance. During the term of this Master Agreement for a period of one year following its termination, Customer shall maintain and make available to SirsiDynix records sufficient to permit SirsiDynix or an independent auditor retained by SirsiDynix to verify, upon ten days' written notice, Customer's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer with the Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification, including but not limited to the fees of an independent auditor retained by SirsiDynix. Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights.

10.8 Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, by pdf via email to [legal@sirsidynix.com](mailto:legal@sirsidynix.com), for SirsiDynix's email or Clark C. Bobbitt, III for Customer's email, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.9 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.10 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.11 Survival. The following provisions will survive any termination or expiration of the Agreement or a Schedule: sections 1, 2, 3, 4, 6.1, 6.2, 6.3, 6.5, 7, 8, 9, and 10.

10.12 No Waiver. Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may

Customer Initial and Date: \_\_\_\_\_





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### SaaS Services Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement. ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

The above parties agree to the following:

**1. DEFINITIONS.**

Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

"Error" means a material failure of the hosted Software to conform to its functional specifications described in the Documentation.

"Go Live Date" means the date on which the SaaS Service is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

"License Metrics" means the limitation on the usage of each of the SaaS Services as designated and/or defined in the applicable Quote by a term such as the number of titles, circulation users, reports, and the like.

"Quote" means Quote #43659, and/or the document executed by the parties specifically referencing this Schedule, which contains Customer's order specific information, including description of SaaS Service ordered, License Metrics and associated fees and payment terms.

**2. TERM; RENEWAL; TERMINATION.**

**2.1 Term and Renewal.** SaaS Services commence on the Go Live Date and, subject to applicable State Statutes, continue for the term set forth in the Quote ("Initial Term"). Following the end of the Initial Term, SaaS Services shall automatically renew for the same length as the Initial Term (a "Renewal Term") unless Customer gives written notice 80 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the Service.

**2.2 Termination.** This Schedule may be terminated for cause by either party in accordance with section 9 of the Master Agreement. Sections 1, 2, and 5 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule.

**3. GRANT OF USE.**

Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, SirsiDynix grants to Customer, for the Initial Term and each Renewal Term, the right to access and use the SaaS Services solely for Customer's internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

SaaS Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Quote. Additional License Metrics may be purchased under an additional Quote at the pricing as defined in the Quote in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall terminate on the

same date as the pre-existing subscriptions. Fees are based on Services and License Metrics purchased and not actual usage.

**4. CERTAIN OBLIGATIONS.**

**4.1 Hosting Environment.** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including without limitation, internet connections.

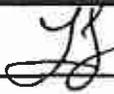
Customer understands that all communication traverses a public internet connection and is unencrypted. The customer also understands that they are responsible for all devices and connectivity used to access the SaaS Services and the customer wish to purchase. This is the only supported method for encryption.

**4.2 Passwords; Security.** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. SirsiDynix will maintain Customer passwords as confidential and will not disclose them to third parties.

**4.3 Customer Data.** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data.

**4.4 Acceptable Use.** Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Services, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. SirsiDynix may remove any violating content posted on the Services or transmitted through the Services, without notice to

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Customer. SirsiDynix may suspend or terminate any user's access to the SaaS Services upon notice in the event that SirsiDynix reasonably determines that such user has violated the terms and conditions of this Schedule.

**5. WARRANTIES AND DISCLAIMER.**

**5.1 Warranties.** SirsiDynix warrants that the hosted SirsiDynix Software will operate in all material respects in conformity with the Documentation.

**5.2 Remedies.** If the hosted SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SaaS Service, and Customer will be entitled to an equitable adjustment in the fees paid for the affected Service at SirsiDynix's discretion. In no event will the adjustment in fees exceed the amount of unused prepaid fees paid by Customer to SirsiDynix for the affected Service. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the SaaS Service, Customer waives the applicable warranty cure set forth herein.

**5.3 Exclusions.** SirsiDynix is not liable for a breach of any warranty set forth in section 5.1 caused by: (i) modifications made to the hosted SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the hosted SirsiDynix Software with any items not certified by SirsiDynix; (iii) SirsiDynix's adherence to Customer's specifications or instructions; (iv) Errors caused by or related to Internet connections or (v) Customer deviating from the hosted SirsiDynix Software operating procedures described in the Documentation.

**5.4 Third Party Software.** Customer acknowledges that certain modules of the SaaS Services may contain Third Party Software. SirsiDynix may add and/or substitute functionally equivalent products

for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. The provision of Content is subject to availability from third party Content providers and SirsiDynix shall have no liability should such Content become unavailable for any reason or is no longer available under reasonable commercial terms. Customer's use of any Third Party Software shall be subject to, and Customer and users shall comply with this Schedule and any applicable Third Party EULAs. SirsiDynix makes no warranty with respect to any Third Party Software and Content. Customer's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Content and Third Party Software are made available on an 'AS IS, AS AVAILABLE' BASIS.

**5.5 Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY HOSTED SOFTWARE, AND SAAS SERVICES, ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES OF COURSE OF DEALING, COURSE OF TRADE, OR STATEMENT OF WORK. CUSTOMER'S USE OF THE SERVICES, STATEMENT OF WORK, OR EMPLOYMENT BY SIRSIDYNIX OR ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. Customer acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Services and Customer Data. Accordingly, SirsiDynix cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

\*\*\*\*\*END OF SAAS SERVICES SCHEDULE\*\*\*\*\*

Customer Initial and Date: \_\_\_\_\_



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### Professional Services Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").  
The above parties agree to the following:

#### 1. SERVICES.

**1.1 Statement of Work.** SirsiDynix will perform the mutually agreed upon services for Customer described in one or more quote or statement of work ("Quote" or "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Schedule and the terms of a SOW, the terms of this Schedule shall prevail.

**1.2 Change Orders.** Either Party may, from time to time, add to, reduce or change the work ordered in any SOW. A change order shall specify the change(s) to the services or deliverables, and the effect on the time of performance and on the fees owed to SirsiDynix, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

**1.3 Estimated Costs.** Unless otherwise expressly stated in the applicable Quote or SOW, Professional Services shall be provided on a time and materials ("T&M") basis at SirsiDynix's T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Customer's budgeting and SirsiDynix's resource scheduling purposes and not a guarantee that the work will be completed for that amount.

**1.4 Delays/Costs Overruns.** In the event of any delay in Customer's performance of any of the obligations set forth herein or any other delays caused by Customer, the milestones, fees and date(s) set forth in the Quote shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions above.

#### 2. PROJECT MANAGEMENT.

**2.1 Responsibility.** SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing the Services.

**2.2 Cooperation.** Customer shall provide SirsiDynix with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SirsiDynix in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Customer's applications, and Customer personnel, as may be reasonably requested by SirsiDynix from time to time. Customer acknowledges and agrees that SirsiDynix performance is dependant upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and

approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer.

**2.3 Subcontractors.** SirsiDynix may subcontract or delegate any work under any SOW to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance, acts and omissions of any such subcontractors.

**2.4 Customer Data.** Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional charges will

For installation of the System, Customer shall assign technical personnel who are able to access the System remotely. Customer shall be responsible for providing access through any security measures it deems necessary. SirsiDynix alone shall decide whether access to the System is sufficient for installation purposes. "System" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

The Authorization for Data Release form attached hereto may set forth additional details regarding SirsiDynix's access to and use of Customer's personnel, facilities and equipment.

#### 3. LICENSE AND OWNERSHIP.

**3.1 Ownership.** All Intellectual property rights including all copies thereof in any SirsiDynix products and the results of the services including (without limitation) all deliverables and all Intellectual Property embodied herein shall, subject to Section 3.2 below, vest solely and absolutely in SirsiDynix or its licensors.

**3.2 Limited License.** SirsiDynix grants Customer, upon full payment of the applicable fees and charges, and subject to the restrictions set forth in the Section 6.2 of the Master Agreement, a personal, nontransferable, nonexclusive, irrevocable license to use the deliverables solely for its own internal business needs.

#### 4. TERMINATION.

This Schedule may be terminated in accordance with section 9 of the Master Agreement.

Where the non-breaching Party has a right to terminate this Schedule, the non-breaching Party may, at its discretion, either terminate this Schedule, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables shall be delivered to Customer. Upon SirsiDynix's receipt of a notice of termination, SirsiDynix shall cease and shall cause any agent or subcontractor to cease all work under, the applicable SOW and minimize any additional costs or

Customer Initial and Date: \_\_\_\_\_

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reimbursable expenses unless otherwise directed in writing by Customer. Except as may be expressly set forth in the applicable SOW, after such termination, Customer shall pay SiraiDynix fees for services

performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The parties.

\*\*\*\*\*END OF PROFESSIONAL SERVICES SCHEDULE\*\*\*\*\*

Customer Initial and Date: \_\_\_\_\_



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GC#331022

## Authorization for Release of Data Information Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement. ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

The above parties agree to the following:

Customer's hardware administrator ("HW Administrator") hereby authorizes Sirsi Corporation d/b/a SirsiDynix, with principal offices at 400 West Dynix Drive, Provo, Utah 84604 ("SirsiDynix") and its agents, suppliers, and its subcontractors, to connect and access the current Integrated Library System (ILS) and associated hardware servers. HW Administrator hereby authorizes SirsiDynix to extract all databases, policies and configuration information as required for the project. HW Administrator hereby authorizes the transfer of information to SirsiDynix computers for the purpose of migration, conversion, and/or import into the SirsiDynix product. Information will only be revealed to agents, suppliers, and subcontractors of SirsiDynix. No data information will be published to other Customers of SirsiDynix or any unassociated resource without HW Administrator's consent.

previous 12 months for the product or service which is the subject matter of the claim, and any such liability shall exclude any indirect, special, incidental, exemplary punitive, treble, or consequential damages. SirsiDynix warrants only that the service shall be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services, which does not mean that SirsiDynix or its subcontractors shall not be responsible for any loss resulting from the use of the System by anyone. SirsiDynix shall not be liable for any loss or use of the System components with any item not supplied by SirsiDynix to Customer, 3) Customer's failure to use any new or corrected versions of the System components made available by SirsiDynix, 4) SirsiDynix' adherence to Customer's specifications or instructions, 5) any deviation by Customer from the SirsiDynix Software operating procedures. Declining SirsiDynix' access to Customer's current ILS system will likely cause information loss in the migration to the SirsiDynix ILS product. SirsiDynix shall not be held liable for the information loss.

While connected to your server, SirsiDynix staff will execute a suite of programs which reads Customer's current databases and creates a text file on its server containing the data in a flat ASCII format. One file is created for each data type to be extracted and/or loaded into Customer's new ILS system. These programs are executed with the lowest possible priority in order to avoid interruption with Customer's daily activities. These executables can be run while Customer's current ILS is in operation. HW Administrator acknowledges that the notes (or lack thereof) at the bottom of this form indicate any and all disk drivers or file systems that SirsiDynix staff should use or avoid.

Additional Comments Regarding Disk Drivers or File Systems:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This authorization shall be in force for the duration of the project. Customer shall have the right to revoke this authorization, in writing, at any time by sending such written notification to the SirsiDynix Project Manager Representative. SirsiDynix' liability in any matter relating to this project will be limited to the payments made Customer during the

\*\*\*\*\*END OF AUTHORIZATION FOR RELEASE OF DATA INFORMATION SCHEDULE\*\*\*\*\*

Customer Initial and Date: \_\_\_\_\_

File: COALA Consortium

GC#331022

### At Will Addendum

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Amendment ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following:

1. **Definitions:** "Initial Term" and "Renewal Term" are defined in this addendum as they are in the Perpetual Software License and Maintenance Schedule and/or the SaaS Services Schedule as they refer to their respective services.

2. **Fees:** Customer acknowledges that SirsiDynix has provided Customer with Maintenance and/or SaaS Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other... by discounted products or services, as listed in the... Initial Term or Renewal Term(s) of Maintenance and/or SaaS Services (each referred to individually as a "Term"), based on the assumption that Customer will remain a client for the whole of such Term. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of termination of Maintenance and/or SaaS Services services by Customer, other than due to breach by SirsiDynix, prior to the expiration the then-current Term. Such fee

shall be equal to (i) the difference of 8% of the total Maintenance and/or SaaS Services fees related to the prorated Maintenance and/or SaaS Services Term which is terminated early and the actual Maintenance and/or SaaS Services fees paid, plus (ii) the amount of discounts on Software, Content or Services (excluding the terminated Maintenance and/or SaaS Services) extended to Customer during the Maintenance and/or SaaS Services Term which is terminated early. Customer agrees that damages suffered by SirsiDynix in the event of early termination, are not limited, and that the Customer shall be responsible for the determination of such amounts within thirty (30) days of any early termination of the Maintenance and/or SaaS Services. Customer shall notify SirsiDynix in writing of its intent to terminate such Maintenance and/or SaaS Services not less than ninety (90) days prior to the date of termination and Customer is not eligible for any pro-rata credit or refund for unused partial year Maintenance and/or SaaS Services fees paid.

\*\*\*\*\*END OF AT-WILL ADDENDUM\*\*\*\*\*

Customer Initial and Date

*[Handwritten Signature]* 12/24/11

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Quote for COALA Consortium

Reference number 43659

## Statement of Work

### General

This quote is for Symphony to Symphony SaaS. The subscription for Data Stream (\$6,102) will stay the same.

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Quote for COALA Consortium

Reference number 43658

## Summary of Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price	2nd Year Amount
SirsiDynix Symphony SaaS subscription	36,250	38,790
Implementation Services	10,850	-
<b>QUOTE TOTAL</b>	<b>47,100</b>	<b>38,790</b>

Quote date: July 26, 2011

Quote valid until: December 15, 2011

Prices and products presented here are valid until December 15, 2011. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and FAX this document to:

North America: (801) 765-6550

UK: +44 (0) 1823 431847

Australia: +61 3 9878 9163

or to (U.S.) 431 6 4

This quote is hereby fully incorporated into the Master Agreement and Schedules  
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Quote for COALA Consortium

Reference number 43659

## Total Cost of Ownership

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Year 1	Year 2	Year 3	Total
SirsiDyNix Symphony SaaS subscription	36,250	38,790	41,500	116,540
Implementation Services	10,850	-	-	10,850
<b>TCO</b>	<b>47,100</b>	<b>38,790</b>	<b>41,500</b>	<b>127,390</b>

**Initial Term of Maintenance and SaaS Services: Three (3) Years**

**Initial Term Annual Price Increase Cap for SirsiDyNix Products/Services:** the greater of 7% or CPI annual price increase cap until Term renewal

Fees for the Initial Term are due annually ...

The above quoted Initial Term price is for SirsiDyNix products or services only. Third Party/integrated product/service fees may, at the discretion of the Third Party, increase more than the above noted Initial Term pricing and shall be increased accordingly by SirsiDyNix. SirsiDyNix reserves the right to adjust Initial Term pricing in regards to Third Party/integrated products/services.

All other capitalized terms used herein have the meaning set forth in the Agreement, unless expressly stated otherwise in this quote.

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Quote for COALA Consortium

Reference number 43859

## Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
<b>SirsiDynix Symphony SaaS subscription</b>	
SirsiDynix Symphony SaaS	36,250
Cataloging	Included
Circulation	Included
Public Access	Included
Z39.50 server	Included
Authority control	Included
Backup circulation	Included
Inventory	Included
Reports	Included
ReferenceLIBRARIAN	Included
SaaS User Level - 50 Staff seats	Included
<b>Total SirsiDynix Syn if y SaaS 'p'n</b>	<b>36,250</b>
<b>Implementation Services</b>	
Data Migration	3,280
Installation	7,570
<b>Total Implementation Services</b>	<b>10,850</b>
<b>QUOTE TOTAL</b>	<b>47,100</b>

This quote is hereby fully incorporated into the Master Agreement and Schedules  
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Quote for COALA Consortium

Reference number 43659

## Component Descriptions

### SirsiDynix Symphony SaaS subscription

#### SirsiDynix Symphony SaaS

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports. Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

#### SaaS User Level - 50 Staff seats

### Implementation Services

#### Data Migration:

##### Oracle Migration Data Services

SirsiDynix will export a library's Informix or Oracle data to SirsiDynix Symphony client. All modules are migrated to the SirsiDynix Symphony client.

*SirsiDynix Symphony is an open, versatile, scalable library management solution for managing all technical and public services within libraries and consortia. With these capabilities, SirsiDynix Symphony enables libraries to cut costs while providing the highest quality of service, and allows IT staff to respond to the needs of the library while greatly lowering risk.*

#### Installation:

##### Product Delivery

##### Informix to Oracle Platform Migration (remote)

Migration includes installation of Oracle and migration of existing ILS software, configuration and data as exists on current system. Non embedded Oracle installations must meet SirsiDynix Oracle requirements.

##### Project Management

##### Unicom/Symphony Platform Migration

Project Management Service for a Unicom/Symphony Different OS and/Or Different Database Platform Migration. Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

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Quote for COALA Consortium

Reference number 43859

### Contact Information

#### Quote Information

Client name	COALA Consortium
Quote reference number	43859
Quote date	July 26, 2011
Quote valid until	December 15, 2011
License agreement number	

#### Client Information

##### Contact

Name	Craig Clark
Address	Boynton Beach City Library 208 S. Seacrest Blvd. Boynton Beach Florida 33435 United States
Email	clark@ci.boynton-beach.fl.us
Phone	5617428380
Fax	5617428381

##### Billing

Name	Craig Clark
Address	Finance Dept. PO BOX 310 100 E. Boynton Beach Blvd Boynton Beach Florida 33435 United States
Email	clark@ci.boynton-beach.fl.us
Phone	5617428380
Fax	5617428381

##### Shipping

Name	Craig Clark
Address	Boynton Beach City Library 208 S. Seacrest Blvd. Boynton Beach Florida 33435 United States
Email	clark@ci.boynton-beach.fl.us
Phone	5617428380
Fax	5617428381

#### SirsiDynix Information

Sales Rep	Bacari Nelson Field Sales Consultant, Central Region
Email	bacari.nelson@sirsidyndix.com
Address	
Phone	(800)288-8020
Fax	(878) 802-0571

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DocuSign Envelope ID: 6E7410F6-31B0-41B7-A0CC-7036B323CC2C

Quote for COALA Consortium

Reference number 43859

## Terms and Conditions

### Other Terms

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 1,310,000 annually circulated items and up to 50 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

### Fees and Payment Terms

The term of any quoted subscription shall be for three (3) years. Subscriptions shall be paid in advance and early termination of any quoted subscription for any reason will incur a reassessment fee of the full amount of the discount on the Quote of the subscription received by the customer plus interest. Reassessment amount will be due within thirty (30) days of the date of early termination. All subscriptions auto-renew annually after the initial three (3) year term unless sixty (60) days prior to termination notice is received in writing to [legal@sirsidynix.com](mailto:legal@sirsidynix.com) or to Legal Dept. 400 Dynix Dr. Provo, UT 84604.

The Initial Term of maintenance and support is no less than three (3) years, and shall commence on the Go Live Date, to be paid in 12-month installments in advance and shall automatically renew for the length of the Initial Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance.

Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases.

#### SirsiDynix Software license fees

- 100% due upon installation of client SirsiDynix Software on Customer's system

#### Support/Maintenance fees

- 100% of first year's Support due at installation of Software

#### Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

#### SaaS Migration

- 100% of total for Services and first year subscription fees due on date of initial live use of SaaS Services.

\*\*Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are non-applicable.

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DocuSign Envelope ID: 6E7410F6-31B0-41B7-A0CC-7036B323CC2C

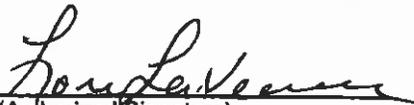
Quote for COALA Consortium

Reference number 43659

**Terms and Conditions**

**Signatures**

Cooperative Authority for Library Automation  
By: Boynton Beach Public Library

  
(Authorized Signature)

Printed Name:

Lori LaVerriare

Title:

Interim City Manager

Date:

12/21/11

In Process

The above document is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 1, 2012**

**Agenda Item No.** *Tab 4*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION      |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> CONSENT AGENDA  |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Deferred Payment Agreement between Delray Beach Public Library and Town Of Lake Park for Lake Park Public Library.

**RECOMMENDED MOTION/ACTION:**

Approve and sign Agreement

Approved by Town Manager *K. Davis* Date: 01/ /2012

Karen Mahnk, Library Director 01/27/2012  
Name/Title Date of Actual Submittal

<b>Originating Department:</b>  Library	<b>Costs: projected \$2379.00</b> (20012-13FY budget)  <b>Funding Source: Delray Beach Public Library</b>	<b>Attachments:</b>  >Resolution >Deferred Payment Agreement between Lake Park PL & Delray PL.
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney-see attached email <input type="checkbox"/> Community Development____ <input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input checked="" type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 <b>Not applicable in this case</b> <u>n/a</u> <b>Please initial one.</b>

**Summary Explanation/Background:** As part of a separate agenda item for this meeting, the Commission is being asked to approve the Master Agreement between the Cooperative Authority for Library Automation and SirsiDynix. The purpose of this item is to approve the Deferred Payment Agreement between the Town of Lake Park and the Delray Beach Public Library for payment of the amount of \$2379.00 for FY 2013

**RESOLUTION NO. 04-02-12**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE COOPERATIVE MEMBERS OF THE DELRAY BEACH PUBLIC LIBRARY 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**, the Town operates a public library and has subscribed to the SirsiDynix service; and

**WHEREAS**, the Town does not have the financial resources to pay for an increase in the cost to renew the modified SirsiDynix Subscription service; and

**WHEREAS**, the Delray Beach Public Library has agreed to assist the Town's Library by providing funding for Fiscal Year 2013, for the difference between the current SirsiDynix subscription cost and the new SirsiDynix SaaS contract amount by entering into an Agreement. A copy of the Deferred Payment Agreement between the Town of Lake Park and Delray Beach Public Library is attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;**

- Section 1. The foregoing recitals are adopted as true and correct findings of fact by the Town Commission and are incorporated herein.
- Section 2. The Town of Lake Park, Florida is a municipal corporation of the state of Florida, and as such is, eligible to participate as a member of the Cooperative Authority for Library Automation.
- Section 3. The Agreement between the Delray Beach Public Library and the Town is attached hereto and incorporated herein as **Exhibit "A"**.
- Section 4. The Town Commission of the Town of Lake Park hereby authorizes the Mayor to execute the Agreement on behalf of the Town.
- Section 5. This Resolution adoption. shall become effective immediately upon

**DEFERRED PAYMENT AGREEMENT**

This Deferred Payment Agreement ("Agreement"), dated this day of February 1, 2012 is between The Delray Beach Public Library (Library), a Florida nonprofit corporation and the Town of Lake Park (Town), an entity constituted under the Florida Constitution and Chapter 166, Florida Statutes as a municipal corporation.

**WHEREAS**, the Library and the Town operate public municipal libraries; and

**WHEREAS**, the Town does not have the financial resources to pay for the increase of the modified SirsiDynix Subscription renewal.

**WHEREAS**, the Library has agreed to assist the Town's public municipal library by providing funding for Fiscal Year 2013 in the amount of \$2379.00, the difference between the current SirsiDynex subscription cost and the new SirsiDynix SaaS contract amount by entering into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the Town and the Delray Beach Public Library hereby agree as follows:

The Town of Lake Park, by and through its Public Library shall repay the Delray Beach Public Library \$2379.00 which shall be be paid no later than one year from the date of the signing of this contract and that no additional fees or interest will be due.

Delray Beach Public Library  
Address 100 West Atlantic Avenue  
Delray Beach, Florida 33444

Town of Lake Park  
Address 535 Park Avenue  
Lake Park, FL 33403

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (printed) Alan Kornblau \_\_\_\_\_

Name (printed) James Dubois

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

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

Telephone (561) 266-0194 \_\_\_\_\_

Telephone \_\_\_\_\_

Approved as to form and  
Legal sufficiency

Approved as to form and  
legal sufficiency

\_\_\_\_\_

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

**Karen Mahnk**

---

**From:** Baird, Thomas J. [TBaird@jones-foster.com]  
**Sent:** Tuesday, January 17, 2012 9:44 PM  
**To:** Karen Mahnk  
**Subject:** Re: Agreement - FYI

That was one of my points. The agreement needs to reflect the actual, correct parties, and the person who is authorized to sign the agreement to bind those parties.

Sent from my iPhone

On Jan 17, 2012, at 5:33 PM, "Karen Mahnk" <[kmahnk@lakeparkflorida.gov](mailto:kmahnk@lakeparkflorida.gov)> wrote:

**Tom;**

**Just an FYI -**

**I just pulled up the Agreement with Delray PL & notice you have the Mayor & City of Delray listed as a signator. However, the library is not owned by the City. The Delray Public Library is actually a not-for-profit corporation ( *The Delray Beach Public Library Association*) which operates in partnership with the City of Delray Beach. This is why the Director can offer us the extension; he's essentially the corporation CO.**

**I'll keep you posted on the Sirsi contract -**

**`see you tomorrow night.**

**Thanks again/**

Karen Mahnk, MLIS

Director

Lake Park Public Library

529 Park Avenue

Lake Park, Fl 33403

**Karen Mahnk**

---

**From:** Karen Mahnk  
**Sent:** Thursday, January 26, 2012 2:57 PM  
**To:** 'Baird, Thomas J.'; 'tbaird@jonesfooster.com'  
**Subject:** Delray PL deferred payment agreement

I'm reviewing my ARFs & documents for the upcoming Commission meeting next Wed. with Bambi and she raised the issue of a resolution *with* the payment agreement.

I went ahead & removed the references to City from your version of the Agreement & drafted a Resolution.

Let me know whether both are needed & if any other language that should be added.

Thanks much!

**Karen Mahnk, MLIS**  
**Director**  
**Lake Park Public Library**  
**529 Park Avenue**  
**Lake Park, FL 33403**  
**561 881-3330 Fax: 561 881-3336**  
**kmahnk@lakeparkflorida.gov**

<http://www.lakepark-fl.gov>

**Karen Mahnk**

---

**From:** Baird, Thomas J. [TBaird@jones-foster.com]

**Sent:** Thursday, January 26, 2012 4:06 PM

**To:** Karen Mahnk

**Cc:** Green, Marilyn R.

**Subject:** Library Resolution

You will have to format section 2 and attach the agreement to the resolution.

# TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February, 1, 2012

Agenda Item No. *Tab 5*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION      |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> CONSENT AGENDA  |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Contract between Southeast Florida Municipal Libraries Digital Consortium members and Overdrive "e-book" Vendor.

**RECOMMENDED MOTION/ACTION:**

Approve and sign new contract

Approved by Town Manager *W. Davis* Date: 01/24/2012

Karen Mahnk, Library Director 01/19/2012  
Name/Title Date of Actual Submittal

<b>Originating Department:</b>  Library	<b>Costs:</b> \$ 3,000.00  <b>Funding Source:</b> Acct. # <i>900-99901</i> <i>Non-departmental</i> <i>contingency</i>	<b>Attachments:</b> >Resolution >Library Participation form (Schedule "C") >Overdrive Advantage 2.0 Enrollment Form and description page
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <i>AMC 1/27/12</i> <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input checked="" type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 <b>Not applicable in this case</b> <u>n/a</u> <b>Please initial one.</b>

**Summary Explanation/Background:** Contract between Southeast Florida Municipal Libraries Digital Consortium members and Overdrive e-book vendor for one year service to provide ebooks to Lake Park Library patrons on demand as available from library website.

**RESOLUTION NO. 05-02-12**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SIGNATURE OF A CONTRACT AGREEMENT BETWEEN SOUTHEAST FLORIDA MUNICIPAL LIBRARIES DIGITAL CONSORTIUM MEMBER LIBRARIES AND EBOOK VENDOR, OVERDRIVE FOR ANNUAL RENEWABLE SERVICE TO PROVIDE E-BOOKS TO LAKE PARK LIBRARY PATRONS FROM THE LAKE PARK LIBRARY WEBSITE, PROVIDING THE REQUIRED ASSURANCES; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE TOWN.**

**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**, in order to meet the requirements for reduced rate for ebook subscription membership in the Southeast Florida Municipal Libraries Digital Consortium (SEFMLDC) is required, and the Town Commission of the Town of Lake Park is required to approve the signature on the Contract Agreement (a copy of which is attached as Exhibit "A") which is incorporated herein and make the certifications provided herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;**

- Section 1. The foregoing recitals are adopted as true and correct findings of act by the Town Commission and are incorporated by reference herein. The Town of Lake Park, Florida is apolitical subdivision, eligibit to participate as member of SEFMLDC .
- Section 2. The Town Commission of the Town of Lake Park hereby authorizes the Mayor to execute signatures on behalf of the Town and its participation in the Cooperative.
- Section 3. This Resolution shall become effective immediately upon adoption.

**Overdrive**  
**Consortial Pricing Information Southeast Florida Group –**  
**If Managed by SEFLIN**

**SEFLIN Member Libraries**

<b>Overdrive Tiers</b>	<b>Library Service Area</b>	<b>System Fee</b>	<b>Content Fee</b>	<b>SEFLIN Fee</b>	<b>Total Annual Fees</b>
<b>Tier1</b>	Legal Service Area Population Under 5,000	\$500	\$1,000		\$1,500
<b>Tier2</b>	Legal Service Area Population 5,001 – 35,000	\$1,000	\$2,000		\$3,000
<b>Tier 3</b>	Legal Service Area Population 35,000 – 70,000	\$2,000	\$4,000		\$6,000
<b>Tier 4</b>	Legal Service Area Population 70,001 – 100,000	\$3,000	\$6,000		\$9,000

**SEFLIN Non-member Libraries**

<b>Overdrive Tiers</b>	<b>Library Service Area</b>	<b>System Fee</b>	<b>Content Fee</b>	<b>SEFLIN Fee</b>	<b>Total Annual Fees</b>
<b>Tier1</b>	Legal Service Area Population Under 5,000	\$500	\$1,000	\$75	\$1,575
<b>Tier2</b>	Legal Service Area Population 5,001 – 35,000	\$1,000	\$2,000	\$150	\$3,150
<b>Tier 3</b>	Legal Service Area Population 35,000 – 70,000	\$2,000	\$4,000	\$300	\$6,300
<b>Tier 4</b>	Legal Service Area Population 70,001 – 100,000	\$3,000	\$6,000	\$450	\$9,450

**General Information from Overdrive**

1/3 of fee supports the system

2/3 of fee supports content

\$1500 one-time fee for new libraries to join *after "go-live" date*

Overdrive marketing Information

<http://www.overdrive.com/Solutions/Libraries/Public/>

July 19, 2011

# OverDrive Advantage 2.0

## Enrollment Form



<b>Shared Collection/Consortium Information</b>			
Name of Shared Collection or Consortium:			
URL of Shared Collection or Consortium:			
<b>Member Library Information</b>			
Member library name:			
<b>Member Library Accounting Contact</b>			
Name:		Email:	
Telephone:		Fax:	
Address:		City	State ZIP
<b>Member Library Collection Development Contact</b>			
Name:		Email:	
Telephone:		Fax:	

### Terms and Conditions:

- Must be a current OverDrive customer and member of an OverDrive consortium or shared collection.
- The ability to authenticate library patrons as part of an individual library separate from the consortium is required.
- The Advantage member library must set up a separate account with OverDrive and will be invoiced separately for their titles and selections.
- Library must pay a one-time enrollment fee of \$1,000, which includes a collection credit of \$500 (and access to purchase additional content at any time as long as account is in good standing).
- Library acknowledges fees or costs related to MARC records, SIP or similar protocol for patron authentication are not included and shall be at Library's own expense.

### Acknowledgement and Acceptance:

- Library will be invoiced in the amount of **\$1,000** for the OverDrive Advantage Member Enrollment Fee and agrees to be bound by the OverDrive Advantage Terms and conditions.
- **In addition to the \$1,000 Enrollment Fee**, Library requests to be invoiced in the amount of \$\_\_\_\_\_ for a deposit on account with OverDrive for future content collection purchases.

\_\_\_\_\_  
(Member Library Name)

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

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

Name (Print): \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please complete this Enrollment Form and return by fax or email:

- Fax to OverDrive at +1 216-573-6888 or
- Email to [sales@overdrive.com](mailto:sales@overdrive.com)

**Description of OverDrive Advantage 2.0:**

- ***Custom collections for your library within the shared collection website.*** OverDrive Advantage is a program that enables members of OverDrive-powered shared collections or consortia to add a custom collection exclusively for their patrons. These individual libraries, upon enrolling in OverDrive Advantage, may purchase digital titles in formats that their shared collection supports (e.g., audiobooks, eBooks, music and/or video) and make them available to their patrons within their shared collection's OverDrive-powered "virtual branch" website.
- ***Benefits.*** Advantage members may reduce waiting lists by purchasing additional copies of popular titles and making them available only to their patrons. Advantage members may also create custom collections by purchasing titles that are not in the shared collection but are of interest to their community. The Advantage member library's titles will appear on the same OverDrive-powered website their patrons have always used, eliminating the need for additional URLs and links.
- ***Advantage 2.0 Titles and Materials.*** All material purchased by participating Advantage library are for the exclusive use of the Advantage library patrons. Advantage materials will not be visible to other consortia members. Advantage library patrons will be asked to sign into their library accounts in order to see the additional titles and to check out advantage material.

For more information on OverDrive Advantage, please visit:

<http://www.overdrive.com/products/dlr/advantage.asp>

Schedule "C"

Library Participation Form – Southeast Florida Municipal Libraries Digital Consortium

1. In consideration of participation in the Southeast Florida Municipal Libraries Digital Consortium ("Consortium"), lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement.
2. Participating Libraries shall pay OverDrive an Annual Participation Fee for joining and ongoing services provided to Consortium. The Participation Fee shall include any and all services relating to use of the Application Services including the Digital Library Reserve (DLR) System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. The Annual Participation Fee shall be based upon Participating Library's Legal Service Area Population as reported by the then current information available at the Institute of Museum and Library Services (<http://harvester.census.gov/imls/search/index.asp?&LibraryName>).

Annual Participation Fee for 2011 - 2014\*

			Please check one:
Tier 1	Legal Service Area Population up to 5,000	<b>\$1,500</b> per year	_____
Tier 2	Legal Service Area Population of 5,001 – 35,000	<b>\$3,000</b> per year	_____
Tier 3	Legal Service Area Population of 35,001 – 70,000	<b>\$6,000</b> per year	_____
Tier 4	Legal Service Area Population of 70,001 – 100,000	<b>\$9,000</b> per year	_____

\*After the initial term of two (2) years, the Annual Fee is subject to change. The Annual Fee shall be due and payable within thirty (30) days of receipt of invoice.

3. Florida Public Libraries that are in the service area of the Southeast Florida Library Information Network ("SEFLIN") with Legal Service Area Populations under 100,000 shall be eligible to join Consortium, on a quarterly basis. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium. Non-SEFLIN Participating Libraries may be subject to an administrative fee levied by SEFLIN.
4. The Annual Participation Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within thirty (30) days of receipt of invoice.
5. DLR is for remote use only (outside of the Participating Library). Without the use of OverDrive Download Station software, Patrons and all other users of DLR cannot download Digital Content to any Participating Library computers or devices. Participating Library shall have the option to purchase an OverDrive Download Station Software license for each of its public workstations at all of its branch locations.
6. Participating Library shall be eligible to enroll in the OverDrive Advantage program, at the then-current rate for enrollment.
6. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library's home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to EBSCOhost, Recorded Books, Ingram and 3M.
7. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Participation Fee.
8. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been licensed with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

[signature page follows]

Accepted and agreed this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by:

\_\_\_\_\_  
("Participating Library")

By (signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

*Please fill out the following with the appropriate contacts:*

**Billing Contact(s)**

Name(s), email address, and billing address of contacts to receive billing:

Primary:  
Name: Jeannette Smithee

Local Library:  
Name: \_\_\_\_\_

Email: smithee@seflin.org

Email: \_\_\_\_\_

Address: SEFLIN, Office 452, Wimberly Library, FAU  
777 Glades Road, Boca Raton, FL 33431

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: 561-208-0984 ext 226

**ILS Change Contact(s)**

Names(s) and email address of contacts allowed to request ILS changes for your library:

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Collection Contact(s)**

Name(s) and email address of contacts who will work on collection management:

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Promotional Materials Contact(s)**

Name(s) and email address of contacts to work with our Partner Services Team on promotion:

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_



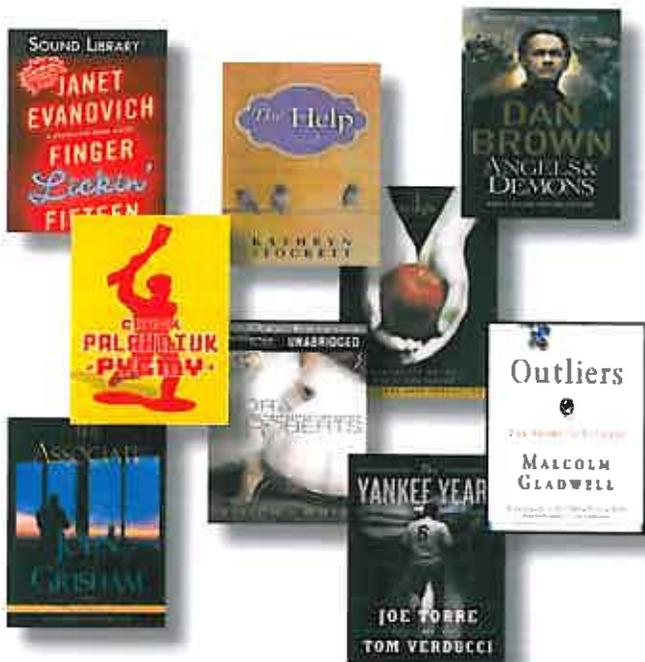
## OverDrive Advantage

For Members of OverDrive Shared Collections

Create a custom collection exclusively for your patrons on your shared collection website

Take full advantage of your OverDrive-powered shared collection with the OverDrive Advantage plan. This service feature gives libraries that are members of a shared collection the ability to offer patrons additional popular titles to reduce waiting lists, as well as a custom collection of titles not currently available in the shared collection.

This custom collection will be integrated with the same single download website that patrons already use. Plus, OverDrive Advantage libraries will have access to OverDrive's catalog of 200,000 digital titles, including the largest collection of iPod-compatible audiobooks for libraries.



### Become an OverDrive Advantage member and offer your patrons:

- reduced waiting lists on popular audiobooks, eBooks & more
- a custom catalog of titles developed specifically for your community
- continued access to titles you share with other libraries

...all within the same, single download website they already use!

"This new service will permit our individual members to expand and enhance the digital media titles available to their patrons, while using the same download service they have been successfully using for the last three years."

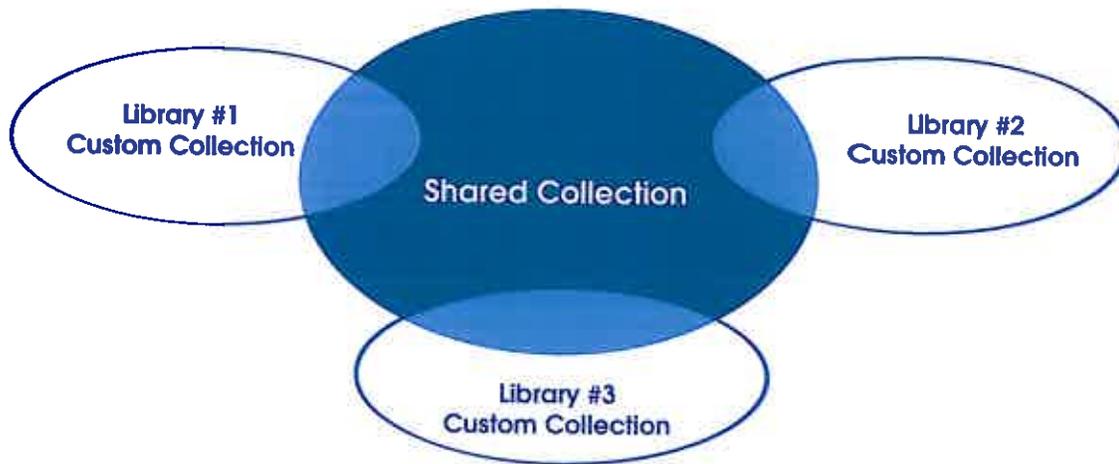
*Robert Hubsher, Executive Director RCLS (NY)*

(see reverse for more details)



## OverDrive Advantage (cont.)

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### What are the benefits of becoming an OverDrive Advantage library?

- **Reduced waiting lists:** Add more copies of popular titles to reduce waiting lists for your patrons.
- **Custom collection:** Develop a collection of titles that is not part of your shared collection.
- **Continued access:** Provide access to both the shared collection and the custom collection on the same website patrons already use.

### How does the plan work?

- OverDrive Advantage libraries receive their own account in OverDrive's collection development portal, Content Reserve.
- A library's custom collection of titles will be integrated into the existing download website, but only patrons of individual OverDrive Advantage libraries can check out these titles.
- Libraries can only add titles in the format(s) that are currently available in the shared collection. They can also add an 'always available' Maximum Access subscription or download standing order plan.

- Loan periods and lending rules established by the consortium remain the same for the OverDrive Advantage plan titles. For example, if the loan period for audiobooks is 21-days in the consortium, then titles in your library's custom collection will also have a 21-day loan period.
- All titles purchased under the OverDrive Advantage plan can be transferred. If a library decides to leave the consortium, OverDrive Advantage plan titles are transferable to a new OverDrive-powered download website.
- Libraries can purchase MARC records for their OverDrive Advantage titles.
- Libraries can track the success of their custom collection with Content Reserve's real-time reports.

### Who can participate?

Any library that is currently a member of an OverDrive-powered shared collection can become an OverDrive Advantage library. The plan is designed for single libraries to create their own collection of digital media. The ability to authenticate library patrons apart from the consortium is required.

### Contact us today!

OverDrive, Inc.  
8555 Sweet Valley Drive • Cleveland, OH 44125 USA  
+1 216.573.6886 main • +1 216.573.6888 fax  
sales@overdrive.com • [www.overdrive.com](http://www.overdrive.com)



**Karen Mahnk**

**From:** Karen Mahnk  
**Sent:** Friday, January 27, 2012 12:54 PM  
**To:** 'Baird, Thomas J.'; 'tbaird@jonesfoster.com'  
**Subject:** FW: REMINDER: Overdrive Participation Agreement Form due November 30  
**Follow Up Flag:** Follow up  
**Due By:** Friday, November 18, 2011 3:30 PM  
**Flag Status:** Flagged

Tom, I'm fairly certain you've seen these but I cannot find any confirmation in my email - I may have sent interoffice (?)

Can you review today & let me know today? –  
*(These are the documents for the Overdrive Ebook contract.)*

Thanks much!

**Karen Mahnk, MLIS**  
**Director**  
**Lake Park Public Library**  
**529 Park Avenue**  
**Lake Park, FL 33403**  
**561 881-3330 Fax: 561 881-3336**  
**kmahnk@lakeparkflorida.gov**

<http://www.lakepark-fl.gov>

-----Original Message-----

**From:** Jeannette Smithee [mailto:smithee@seflin.org]  
**Sent:** Monday, November 14, 2011 10:05 AM  
**To:** heidib@OAKLANDPARKFL.ORG; rsterling@wiltonmanors.com; susan.sandness@CITYNMB.COM; clarkc@bbfl.us; alan.kornblau@DELRAYLIBRARY.ORG; Karen Mahnk; vjoslin@LAKEWORTH.ORG; bsammis@VILLAGE-NPB.ORG; eromeo@VPSLIBRARY.NET; ccobb@RIVIERABCH.COM; ecarranza@rivierabch.com; ehernandez@cityofparkland.org; elitakalma@SEMTRIBE.COM; librarian@manalapan.org; puhekm@bellsouth.net; lgonzalez@northmiamifl.gov; mancusoe@boyntonlibrary.org; NaughtonM@bbfl.us; watsa@bbfl.us  
**Cc:** dgauthier@lighthousepointlibrary.com; canthony@lighthousepointlibrary.com; msbml@YAHOO.COM; ssloan@CI.BOCA-RATON.FL.US; sidpatchett@YAHOO.COM; msuarez@highlandbeachlibrary.org; Tom Scott; Mike Kertesz (mkertesz@overdrive.com)  
**Subject:** REMINDER: Overdrive Participation Agreement Form due November 30  
**Importance:** High

This is a reminder that the Participation Form for the OverDrive South Florida Municipal Libraries Digital Consortium is due by **November 30**. As of last Thursday (November 10) I have received only the Agreement from Oakland Park. If you need additional time to get approval, please let me know so we don't submit an incomplete participation list.

If your library is also interested in the OverDrive Advantage program to purchase additional titles for your library, please return that enrollment form also.

SEFLIN experienced some email problems in October, so if I have not responded to email sent to me, please accept my apologies and resend. Thank you.

To everyone interested in the Southeast Florida Municipal Libraries Digital Consortium:

The OverDrive Agreement and the **Participant Registration Form** are revised. The agreement is for a 2-year initial term with the option to renew for successive terms of twenty four (24) months upon written  
 1/27/2012

agreement between the Parties. The Participation Form is attached. Please return it to me by **November 30, 2011** – in the week following Thanksgiving. If your library will not participate at this time, please let me know that also.

- 1) On page 2, SEFLIN is entered as the primary Billing Contact for the Consortium, but a billing contact for your library should also be entered.
- 2) On page 2, enter contact information for 1 or 2 people for questions about your online library catalog, collections management and orders, and for marketing information.
- 3) Please send a copy of your library's tax exempt information with the Participation form.
- 4) The SEFLIN OverDrive price list is attached with applicable fees for Non-SEFLIN member participating libraries.

**OverDrive Advantage Program** is the optional add-on that will allow the library to purchase additional titles to be available for your library that will be billed separately.

- 1) There is a flyer describing the Advantage program and an Enrollment Form. Both are attached.
- 2) If interested, you may return the Advantage Program Enrollment Form with the Consortium Participation Form.
- 3) If you have questions about the Advantage Program, you may contact Tom Scott, [tscott@overdrive.com](mailto:tscott@overdrive.com)

If you have questions about the Southeast Florida Municipal Libraries Digital Consortium or the Participant Registration, you may contact me, [Smithee@seflin.org](mailto:Smithee@seflin.org)

Thank you for your patience.

Jeannette Smithee, Executive Director  
SEFLIN, Inc. Office 452, Wimberly Library  
Florida Atlantic University, 777 Glades Road  
Boca Raton, FL 33431  
Toll Free: 1-877-733-5460 ext 226  
FAX 561-208-0995  
[smithee@seflin.org](mailto:smithee@seflin.org)

**Ordinance  
on  
First  
Reading**

# TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 1, 2012

Agenda Item No. *Table*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING                        | <input type="checkbox"/> RESOLUTION                 |
| <input checked="" type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING           | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION             | <input type="checkbox"/> CONSENT AGENDA             |
| <input type="checkbox"/> Other:                                |   |

**SUBJECT:** Town of Lake Park Retired Police Officers' Pension Fund Proposed Ordinance.

**RECOMMENDED MOTION/ACTION:** Approve on First Reading.

Approved by Town Manager *W. Lewis* Date: *1/26/12*  
*Anne M. Costello* *1/26/12*  
 Anne M. Costello/Finance Director Date of Actual Submittal

<b>Originating Department:</b>  Finance	<b>Costs:</b> \$ None  Funding Source:  Acct. #	<b>Attachments:</b> Proposed Ordinance and Letter of Explanation from Pension Resource Center, Inc.
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney <i>see attached email</i> <input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept	<input type="checkbox"/> Grants <input type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input type="checkbox"/> Library <input type="checkbox"/> Marina	<input type="checkbox"/> PBSO <input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> 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 <u>XX</u> OR Not applicable in this case ____ <b>Please initial one.</b>

**Summary Explanation/Background:** The Board of Trustees of the Lake Park Retired Police Officers' Pension Fund recommends the adoption of the proposed ordinance. The attached letter from the Administrator of the pension fund offers a thorough explanation of the proposed changes to the pension ordinance and the reasons these changes are necessary at this time. Staff recommends adoption of this ordinance on first reading.

## Anne Costello

---

**From:** Baird, Thomas J. [TBaird@jones-foster.com]  
**Sent:** Tuesday, January 24, 2012 1:35 PM  
**To:** Anne Costello; Bonni S. Jensen (bsjensen@perryjensenlaw.com)  
**Subject:** Police Pension Ord  
**Attachments:** 1CB5884.DOC.doc

Please see my revisions to the clean copy attached. The revisions are basically to the Whereas clauses and the dates at the end of the ordinance. With these changes its good to go to the commission.



# THE PENSION RESOURCE CENTER, LLC

4360 Northlake Boulevard, Suite 206 ❖ Palm Beach Gardens, FL 33410  
Phone (561) 624-3277 ❖ Fax (561) 624-3278 ❖ WWW.RESOURCECENTERS.COM

December 13, 2011

TO: Town Commission  
Town of Lake Park

FROM: Scott Baur  
Plan Administrator

RE: Town of Lake Park Retired Police Officers Pension Fund  
Proposed Ordinance

Dear Commissioners:

The Board of Trustees for the Town of Lake Park Retired Police Officers Pension Fund proposed an ordinance to update the current operation of the plan. While the Board has achieved strong investment performance historically from the plan assets, the advisors retained by the Board now believe that the investment guidelines in the ordinance must be updated to achieve similar results from the plan investments in the future. The proposed ordinance also includes additional updates to the composition of the Board charged with the administration of the plan. The Trustees therefore wish to thank the Town Commission in advance for their consideration of the proposed ordinance.

Upon reinvestment of the plan assets in 2004 inherited from the former Lake Park Police Pension Fund, the Board adopted a very structured and methodical approach that allocates the assets in a diversified group of Exchange Traded Funds (ETFs) managed by Barclay. The ETFs index the portfolio to various asset classes in the market tracked by specific market indexes. These funds include both domestic and foreign stocks or equities, real estate, and high grade bonds. The Board maintains a written Investment Policy that stipulates the allocation of assets in the portfolio to each index fund. The Investment Policy also includes guidelines to methodically rebalance the portfolio invested in the index funds and raise cash as needed to pay the benefits and expenses for the plan. Historically, the investments held by the plan performed well in comparison to both the market and to other institutional investors; the approach has therefore served the Board well.

From the start in 2004, the Board invested the bond portfolio in two separate index funds that invest in US Government issued bonds, one holding short term government bonds and the other investing in Treasury Inflation Protected Securities. These positions served the plan well, particularly as the market plummeted in 2008. While the US Government Bonds continue to provide a stable investment and a safe haven for a portion of the plan assets, the world has changed since the original restatement of the plan in 2004. As the market recovered from the crisis of 2008, the short term US Government Bonds consistently performed under the market in light of the historically low interest rates and relative degree of safety afforded by these investments. Then on August 6, Standard and Poor downgraded the credit quality of debt issued by the US Government. The advisors retained by the Board now believe that the short term US Government Bonds will detract from the overall performance of the investment portfolio in the future as interest rates begin to increase at some point. At the same time, US Government Bonds may not always provide the same kind of safe haven that they once afforded, particularly as concerns increase globally regarding the amount of debt issued by governments in many places. In response to these changes, the Board proposed changes to the current ordinance to allow additional diversification of the fixed income portfolio. The proposed changes will permit the Board to specifically reinvest the 17% of plan assets currently allocated to the iShares Barclays 1-3 Year Treasury Bond Fund.

The current ordinance limits the Board to invest no more than 10% of the portfolio in foreign securities, while the plan can only hold investment grade bonds. The Florida legislature set the 10% limit to assets allocated to foreign securities, although the Florida Retirement System consistently invested a higher portion of state retirement assets to foreign securities. Florida statutes since changed to allow similar plans to invest up to 25% of assets in foreign securities. The updated ordinance would allow the Board to invest up to 20% of assets in foreign securities and hold a portfolio of bonds with an average credit quality at investment grade or better. Following adoption of the proposed ordinance by the Town Commission, the Board will reallocate the 17% of plan assets currently invested in the short term Treasury Bond Index to a more diverse bond portfolio. The Board contemplates no further changes to the current investment portfolio as a result of the proposed ordinance, nor do the proposed changes allow the Board to substantially shift the overall investment posture previously adopted.

Finally, the proposed ordinance includes an update to the composition of the Board. The Board consists of five Trustees, two members of the plan, the Town Manager, the Finance Director, and a Town resident selected by the other four Trustees. The proposed ordinance allows the Board to select the owner of a business in the Town of Lake Park to serve on the Board as the fifth Trustee as well. The Board believes that the updates contained in the proposed ordinance will enhance the overall performance and administration of the plan.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Scott Baur", written in a cursive style.

J. Scott Baur  
Administrator

cc: Board of Trustees  
Town of Lake Park Retired Police Officers Pension Fund

**ORDINANCE NO. 03-2012**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING ORDINANCE 13-2003 WHICH CREATED A TRUST FUND FOR THE PURPOSE OF PAYING PENSION, DISABILITY AND SURVIVOR BENEFITS FOR RETIREES OF THE LAKE PARK POLICE PENSION FUND; PROVIDING FOR THE AMENDMENT OF SECTION 7; PROVIDING FOR THE ADMINISTRATION OF THE TRUST FUND; PROVIDING FOR THE AMENDMENT OF SECTION 8 PERTAINING TO THE TRUST FUND'S FINANCES AND FUND MANAGEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Ordinance 13-2003, the Town Commission of the Town of Lake Park previously established a pension plan, known as The Town of Lake Park Retired Police Officers' Trust Fund ("Plan"); and

**WHEREAS**, the Plan is administered by an appointed Board of Trustees (Board); and

**WHEREAS**, the Town Staff has recommended a change to the make up of the Board to allow for flexibility in the appointment of members to the Board; and

**WHEREAS**, the Board has request greater investment options to allow the Board to further diversify the assets of the Plan; and

**WHEREAS**, the Town Commission, upon the recommendation of the Town Staff has determined that the Plan should be amended..

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

**Section 1.** The whereas clauses set forth above are true and correct and are

incorporated herein

**Section 2.** Retirement System Created

The Town of Lake Park Retired Police Officers' Trust Fund is hereby created for the purpose of providing retirement income to police officers retired from the Town of Lake Park on service and disability retirements, certain former police officers and survivor income to beneficiaries.

**Section 3.** Definitions.

As used herein unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

- (1) Accrued Benefit means the retirement benefit payable from the Plan. For purposes of computing this normal retirement benefit, the Member's Credited Service and Average Monthly Earnings as of the date of determination shall be used.
- (2) Accumulated Contributions means a Member's own contributions plus interest credited thereto, if any, by the Board.
- (3) Actuarial Equivalence or Actuarially Equivalent means that any benefit payable under the terms of this Plan in a Form other than the normal form of benefit shall have the same actuarial present value on the date payment commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, other than a lump sum distribution, all future payments shall be discounted for interest and mortality by using 7% interest and the 1983 Group Annuity

Mortality Table for Males, with ages set ahead five years in the case of disability retirees.

- (4) Average Monthly Earnings means one-sixtieth (1/60th) of Earnings of a Member during the five consecutive years of his employment, within the last ten (10) years of his employment, which is greater than the total during any other five consecutive years during said ten (10) year period provided that if a Member shall have been employed for fewer than five years, such average shall be taken over the period of actual employment.
- (5) Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the Board. If no such designation is in effect at the time of death of the member, or if no person so designated is living at that time, the Beneficiary shall be the estate of the Member.
- (6) Board means the Board of Trustees, which shall administer and manage the Plan herein provided and serve as Trustee of the Fund.
- (7) Credited Service means the total number of years and fractional parts of years of service of employment of any police officer, omitting intervening years and fractional parts of years, when such police officer was not employed by the Town. No member shall receive credit for years or fractional parts of years of service for which the member has withdrawn his or her contributions to the fund.
- (8) Earnings means a Member's total cash compensation from the Town,

exclusive of any lump sum payments for unused sick or vacation time, which compensation is subject to tax for Social Security benefits without regard to the dollar limitation on such compensation subject to F.I.C.A. taxes.

- (9) Effective Date means the date on which this Ordinance and Plan became effective.
- (10) Fund means the Trust Fund established herein as part of the Plan.
- (11) Member means a Police Officer who has fulfilled the prescribed participation requirements.
- (12) Normal Retirement Date means for each Member the first day of the month coincident with or next following the earlier of:
- a. The completion of twenty (20) years of Credited Service, or
  - b. The attainment of his sixtieth (60th) birthday and the completion of ten (10) years of Credited Service.
- A Member may retire on this Normal Retirement Date or on the first day of any month thereafter. A former member who is entitled to a vested deferred retirement may retire on the date on which he or she would otherwise be eligible to retire.
- (13) Ordinance means this written instrument setting forth the provisions of the Pension Plan.
- (14) Plan means the Town of Lake Park Police Officers Pension Plan as

contained herein and all amendments thereto.

- (15) Plan Year means each year commencing on October 1 and ending on September 30.
- (16) Police Officer shall mean any person who is elected, appointed, or employed full-time by the Town, who is certified or required to be certified as a law enforcement officer in compliance with §943.14, Florida Statutes, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same are defined in §943.10(6) and (8), Florida Statutes. The term "police officer" shall also include a public safety officer who is responsible for performing both police and fire services
- (17) Predecessor Plan means the pension plan for Police Officers of the Town that was in effect up to the day before the Effective Date hereof.
- (18) Spouse shall mean the lawful wife or husband of a member at time of preretirement death or retirement.

- (19) Town means Town of Lake Park, Florida.
- (20) Town Commission means the Town Commission of the Town of Lake Park, Florida.

**Section 4.** Membership.

- (a) Each Police Officer who was a Retired Member of the Predecessor Plan on the day before the Effective Date of this Plan shall receive benefits on an uninterrupted basis. The retired members of the Plan who are eligible to receive benefits are:

- (1) Jake Ciliberto
- (2) William Evans
- (3) Patricia Gordon
- (4) Carol Jarman
- (5) Michael Lewis
- (6) Mark Schneider
- (7) James Tice

- (b) There is also a member who is entitled to a refund of contributions: Carl Applebaum.

**Section 5.** Benefit Amounts.

- (a) Normal Retirement Benefit. The normal retirement benefits for the retired police officers were based upon the following formulas.

- (1) Carol Jarman - a normal retirement benefit commencing on the effective date of this Plan. Her monthly normal retirement benefit is

an amount equal to two and one-half percent (2 ½%) of her Average Monthly Earnings multiplied by the length of her Credited Service as of date of termination of her employment. Her benefit amount is \$650.00 monthly payable for her life with ten years certain.

- (2) James Tice -a normal retirement benefit which commenced on his actual retirement date. His monthly normal retirement benefit shall be an amount equal to two and one-half percent (2 ½%) of his Average Monthly Earnings multiplied by the length of his Credited Service as of his actual retirement date. His benefit amount is \$1,593.45 monthly payable for his life.

(b) Early Retirement Incentive Program

- (1) Mark Schneider - a normal retirement benefit commencing on October 1, 2001 as set forth in Ordinance 30-2002 and Ordinance 6-2001. His early retirement incentive program benefit is an amount equal to three and one-half percent (3 ½%) of his Average Monthly Earnings multiplied by the length of his Credited Service as of September 30, 2001. His benefit amount is \$4,284.46 monthly payable for his life with a 75% Joint and Survivor Benefit.

(c) Disability Retirement .

- (1) Definition of Disability. For purposes of this Plan, total and

permanent disability shall mean an injury, disease or condition which permanently incapacitates a Member, either physically or mentally, from his regular and continuous duty as a Police Officer. A total and permanent disability arising directly from the performance of service to the Town by a Member as a Police Officer shall be considered to be a Service Incurred Disability. A total and permanent disability arising from any other cause or source shall be considered to be a Non-Service Incurred Disability.

(2) The Retired members entitled to disability benefits are:

- a. Jake Ciliberto - Sixty-six and two-thirds percent (66 2/3%) of his monthly Earnings in effect on the date of disability. His benefit amount is \$1,725.38 monthly, payable for his life with \$862.69 payable for life to Debra A. Ciliberto, his wife, should she survive him.
- b. William Evans - Sixty-six and two-thirds percent (66 2/3%) of his monthly Earnings in effect on the date of disability. His benefit amount is \$1,202.12 monthly, payable for his life with \$1,202.12 payable for life to Paula J. Evans, his wife, should she survive him.
- c. Patricia Gordon - Sixty-six and two-thirds percent (66 2/3%) of her monthly Earnings in effect on the date of disability. Her benefit amount is \$2,439.65 monthly, payable for her life

with 10 years certain.

d. Michael Lewis - Sixty-six and two-thirds percent (66 2/3%) of his monthly Earnings in effect on the date of disability. His benefit amount is \$2,011.72 monthly, payable for his life.

(3) Authority for Reexamination. Each person who first qualifies for disability retirement benefits on or after the Effective Date shall be subject to periodic reexamination by a medical board selected by the Board of Trustees to determine if such disability has ceased to exist. Such reexaminations shall not be permitted more often than twice in any calendar year.

(d) Death Benefits. In the event of the death of a retiree, death benefits, if any, shall be paid in accordance with the form of benefit chosen at the time of retirement.

(e) Termination Benefits and Vesting. There is one member (Carl D. Applebaum) who is entitled to a refund of accumulated contributions because at the time of his termination he did not have ten years of service and was therefore not eligible for any benefit including the Early Retirement Incentive Program.

(f) Limitation on Benefits

(1) In no event may a member's annual benefit exceed the limits contained in Internal Revenue Code (IRC) section 415(d), as may

be amended from time to time, but only for the year in which such adjustment is effective.

- (2) Compensation in excess of limitations set forth in Section 401 (a) (17) of the Internal Revenue Code shall be disregarded. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.
- (3) Distributions in Plan Years Beginning After December 31, 1995.  
Commencing with the first Plan Year beginning the first Plan Year beginning after December 31, 1995, the entire interest of a Member shall either be distributed to him not later than April 1 of the calendar year in which he attains age 70 ½ or the calendar year in which he retires, whichever is later. In the alternative, distribution shall commence no later than the above specified commencement date and be distributable over a period of time not exceeding the limitations hereinafter set forth:
  - a. Distributions to a Member shall not extend beyond the life of the Member or the lives of the Member and his designated Beneficiary, or over a period not extending beyond the life expectancy of the Member or the life expectancy of the

Member and his designated Beneficiary.

- b. If distribution has commenced to a Member, and such Member dies before receiving his entire interest, the remainder of such interest shall be distributed over a period at least as rapidly as under the method of distribution in effect prior to such Member's death (e.g., remainder of period certain basis).
- c. Any method of distribution selected and made in writing by a Member prior to January 1, 1984, and which is in compliance with Plan provisions prior to said date, shall be permitted hereunder even though not in accordance with the above provisions as applied to Plan Years beginning after December 31, 1983.

**Section 6.** Contributions.

(a) Member Contributions

- (1) There are no member contributions to this Plan as there are no active members. Two former members are entitled to a refund of contributions, with interest, in lieu of any other benefits under the Plan. These two members are Carl D. Appelbaum and Robert Rodriguez.
- (2) Guaranteed Refund. All benefits payable under this Plan are in lieu of a refund of Accumulated Contributions. In any event, however,

each member shall be guaranteed the payment of benefits on his behalf at least equal in total amount to his Accumulated Contributions.

(b) State Contributions

Any monies received or receivable by reason of laws of the State of Florida for the express purpose of funding and paying for retirement benefits for Police Officers of the Town shall be deposited in the Fund immediately upon receipt but in no circumstance more than five (5) days after receipt.

(c) Town Contributions

So long as this Plan is in effect, the Town shall make a contribution to the Fund in an amount sufficient to amortize the unfunded actuarial liability in accordance with applicable laws of the State of Florida. The Town's contribution shall be deposited on at least a quarterly basis.

(d) Other

Private donations, gifts, and contributions may be deposited to the Fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis, Funds arising from these sources may be used only for additional benefits for Members, as determined by the Board, and may not be used to reduce what would have otherwise been required Town contributions.

**Section 7.** Administration.

- (a) The general administration and responsibility for the proper operation of the Plan and for making effective the provisions of this Ordinance are hereby vested in a Board of Trustees consisting of five (5) persons as follows:
- (1) One (1) person who is a legal resident of the Town or the owner of a business within the Town limits, appointed by the other four members of the Board;
  - (2) Two (2) retired Police Officers elected by a majority of retired Police Officers who are Retirees of the Plan;
  - (3) The Town Finance Director; and
  - (4) The Town Manager.
- (b) The term of office of each Trustee shall be two (2) years and each trustee may succeed himself/herself as trustee.
- (c) The Trustees shall by majority vote elect from its members a chairman and secretary.
- (d) If a vacancy occurs in the office of Trustee, the vacancy shall be filled for the unexpired term in the same manner as the office was previously filled.
- (e) The Trustees shall serve without compensation, but they may be reimbursed from the Plan for all necessary expenses which they may actually expend through service on the Board.
- (f) Each Trustee shall be entitled to one vote on the Board. Two affirmative

votes shall be necessary for a decision by the Trustees at any meeting of the Board. The Chairman shall have the right to one vote only,

- (g) Subject to the limitations of this Ordinance, the Board of Trustees shall from time to time establish uniform rules and regulations for the administration of funds created by this Ordinance and for transaction of its business.
- (h) The Board of Trustees shall engage such persons, agents or entities as shall be required to transact the business of the Plan, The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the Plan shall be paid at such rates and in such amounts as the Board shall agree. Funds may be disbursed by the Town Finance Department or other disbursing agent as determined by the Board, but only upon written authorization by the Board.
- (i) The duties and responsibilities of the Board shall include, but not necessarily be limited by, the following:
  - (1) To construe the provisions of the Plan and determine all questions arising thereunder.
  - (2) To determine all questions relating to eligibility and participation.
  - (3) To determine and certify the amount of all retirement allowances or other benefits hereunder.
  - (4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters

required to administer the Plan.

- (5) To distribute at regular intervals to employees, information concerning the Plan.
- (6) To receive and process all applications for participation and benefits.
- (7) To authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the Plan and Fund.
- (8) To review reports of all custodians, investment agent(s), performance monitors and other financial advisor at such times as the Board, by rule, shall determine.
- (9) To determine or have determined that the Plan complies at all times with the provisions of Florida law both substantively and in operation, and including the following:
  - a. To set forth in writing the retirement plan including the benefits and trust agreement, if any, covering the duties and responsibilities of the Trustees and the regulations of the investment of funds and to make copies available to participants and to the general public.
  - b. Assure that any contributions are deposited into the Trust Fund.
  - c. Assure that all necessary reports are filed with the State of

Florida.

- d. Have actuarial valuations performed on a regular basis. Have special actuarial work performed in advance so as to determine costs of any Plan changes or Amendments prior to their adoption.
  - e. Establish a uniform procedure for prompt review and rehearing of all claims by Members or Beneficiaries.
- (10) To maintain a minute book containing the minutes and records of proceedings and meeting of the Board.
  - (11) To perform such other duties as are specified in this Ordinance.

**Section 8.** Finances and Fund Management.

(a) Establishment and Operation of Fund

- (1) As part of the Plan, there is hereby established the Fund, into which shall be deposited any contributions and assets whatsoever attributable to the plan, including the assets attributable to the Predecessor Plan.
- (2) The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board of Trustees. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent on authorization from the Board.
- (3) All funds and securities of the Fund shall be deposited by the Board in a qualified public depository as defined in Section 280.02, Fla.

Stat., which depository with regard to such funds and securities shall conform to and be bound by all provisions of Chapter 280. In order to fulfill its investment responsibilities, the Board shall retain the services of a competent money manager/brokerage firm which is registered as an investment advisor under the Investment Advisors Act of 1940. The investment manager shall have full discretion, within allocation guidelines set by the Board in the investment of all Fund assets consistent with the provisions of Florida Law. The investment advisor shall be authorized to invest funds of the Plan in equities in an amount not to exceed seventy (70%) percent of the net asset value of the Plan.

(4) All funds and securities of the Plan may be commingled in the Fund provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regard the following:

- a. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis;
- b. Receipts and disbursements;
- c. Benefit payments;
- d. Applicable contributions;
- e. All interest, dividends and gains (or losses) whatsoever; and
- f. Such other entries as may be properly required so as to

reflect a clear and complete financial report of the Fund.

(5) The Board of Trustees shall have the following investment powers and authority:

a. The Board of Trustees shall be vested with full legal title to said Fund, subject however, and in any event to the authority and power of the Town Commission to amend or terminate this Trust, provided that no amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this Plan. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.

b. The Fund assets may be invested and reinvested in:

(a) Obligations of the United States or obligations guaranteed as to principal and interest by the United States.

(b) Bonds issued by the State of Israel.

(c) Bonds, stocks, or other evidences of indebtedness issued or guaranteed by a domestic or foreign corporation or government ~~organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia,~~

provided:

- (i) the corporation is listed on any one or more of the recognized national stock exchanges and, ~~with regard to bonds, holds a rating in one of the three highest classifications by a major rating service,~~
  - (ii) The Board of Trustees shall not invest more than 5% of its assets in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5 percent of the outstanding capital stock of the company; and no more than 70% of the Fund's assets at cost be invested in equities; and
  - (iii) up to 20% (twenty percent) ~~10% (ten percent)~~ of the assets of the Fund may be invested in foreign securities ~~equities~~; and
  - (iv) The bonds held by the Fund shall hold an average quality rating of investment grade by any two or more of the major rating services.
- c. The Board of Trustees may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the Plan.
- d. Part of the Fund may be invested in deposits which bear a

reasonable rate of interest in a bank or similar financial institution, even though such institution is a custodian or investment advisor with respect to the Plan,

- e. The Fund may be invested in a common or collective trust fund or pooled investment fund maintained by a bank or trust company or a pooled Investment fund of an insurance company qualified to do business in the State even though such bank, trust company or insurance company is a custodian or investment advisor with respect to the Plan, provided such bank, trust company or insurance company receives not more than reasonable compensation. No such pooled investment shall be secured by investments in any stocks bonds or other securities owned or controlled by a government other than that of the United States or of the several states.
- f. The Board shall cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of the custodian's nominee as it may direct, or the custodian may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Trust

Fund.

- g. The Board is empowered to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalization, consolidations, and similar transactions with respect to such securities, to deposit such stock or other securities in any voting trust or any protective or like committee or with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally, to exercise any of the powers of the owner with respect to stocks, bonds, or other investments, comprising the Fund which it may deem to be to the best interest of the Fund to exercise. However, the responsibility to vote these proxies may be delegated to a fiduciary of the Fund.
- h. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power herein contained.
- i. Any overpayments or underpayments from the Fund to a Member or Beneficiary caused by errors of computation shall

be adjusted with interest at a rate per annum approved by the Board. Overpayment shall be charged against payments next succeeding the correction. Underpayments shall be made up from the Trust Fund.

- j. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits herein provided for.
  - k. In any application to or proceeding or action in the courts, only the Town and the Board shall be necessary parties, and no Member or other person having an interest in The Fund shall be entitled to any notice of service or process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.
- (6) Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized agents, provided that the Board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said Fund shall always remain in the Board of Trustees.

**Section 9.** Repeal or Termination of Plan.

- (a) In accordance with Florida Statutes §185.38, this Plan must remain in

effect until the final benefit payment has been made to the last participant or beneficiary and shall then be terminated in accordance with the provisions in this section.

- (b) In the event that there be asset value remaining after the final benefit payment has been made to the last participant or beneficiary, such excess shall be returned to the Town less return of state' contributions to the state, provided that, if the excess is less than the total contributions made by the Town and the state to date of termination of the plan such excess shall be divided proportionately to the total contributions made by the Town and the state.

**Section 10.** Miscellaneous.

- (a) Non-Assignability. No benefit provided for herein shall be assignable or subject to garnishment for debt or for other process.
- (b) Pension Validity. The Board of Trustees shall have the power to examine into the facts upon which any pension shall have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently, or illegally for any reason. The Board is empowered to purge the pension rolls of any person theretofore granted a pension under prior or existing law or hereafter granted under this Ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any pensioner who has heretofore under any prior or existing law or who shall hereafter under this Ordinance be erroneously,

improperly or illegally classified.

- (c) Incompetents. if any Member or Beneficiary is a minor or is, in the judgment of the Board, otherwise incapable of personally receiving and giving a valid receipt for any payment due his under the Plan, the Board may, unless and until claims shall have been made by a duly appointed Guardian or committee of such person, make such payment or any part thereof to such person's spouse, children or other person deemed by the Board to have incurred expenses or assumed responsibility for the expenses of such person. Any payment so made shall be a complete discharge of any liability under the Plan for such payment.
  
- (d) Claims Procedure for Participants and Beneficiaries Upon Denial of Claim.
  - (1) Any Member or Beneficiary whose application or claim for benefits has been denied shall receive from the Board a written notice setting forth the specific reasons for such denial, the reasons therein to be clearly and fully explained so as to afford such Member or Beneficiary a clear understanding of the decision rendered.
  - (2) Any Member or Beneficiary whose application or claim for benefits has been denied shall have the right to a rehearing and a fair and full review by the Board regarding the facts, circumstances and information pertaining to the claim and the reasons for denial of

such claim.

- (e) Number and Gender. When appropriate the singular in this Plan shall include the plural and vice versa. and the masculine shall include the feminine and vice versa.
- (f) *False or misleading statements made to obtain retirement benefits prohibited.*
  - (1) It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made , any false , fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit under this plan.
  - (2)
    - a. A person who violates subparagraph 1. commits a misdemeanor of the first degree, punishable as provided in §§775.082 or 775.083.
    - b. In addition to any applicable criminal penalty, upon conviction for a violation described in subparagraph 1., a participant or beneficiary of this Plan may, in the discretion of the Board of Trustees, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under this plan. For purposes of this sub-subparagraph, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether

adjudication is withheld.

**Section 11.** Rollover Distributions.

(a) Definitions:

- (1) "Eligible rollover distribution:" An eligible rollover distribution in any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a) (9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income.
  
- (2) "Eligible retirement plan:" An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, and individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible

retirement plan is an individual retirement account or individual retirement annuity.

- (3) "Distributee." A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse or former spouse who is the alternate payee under a domestic relations order determined to be qualified by this Plan, are distributees with regard to the interest of the spouse or former spouse.
- (4) "Direct rollover." A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(b) This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board of Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

**Section 12.** This Ordinance shall be maintained by and available from the Office of the Town Clerk.

**Section 13.** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**Section 14.** This Ordinance shall take effect upon passage and shall be published as required by law.

**Section 15.** That should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part to be declared invalid.

**Discussion  
And  
Possible  
Action**

# TAB 7



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 1, 2012**

**Agenda Item No. *Tab 7***

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                            |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input checked="" type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input type="checkbox"/> CONSENT AGENDA                        |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT: ADA Compliant Restroom-Storage Building at Bert Bostrom Park**

**RECOMMENDED MOTION/ACTION: Award Bid**

**Approved by Town Manager** *Richard Pittman* **Date:** *1/27/12*  
Richard Pittman, CRA Project Manager **January 26, 2012**  
 Name/Title **Date of Actual Submittal**

<b>Originating Department:</b>  Grants/Public Works	<b>Costs: \$ 66,043.00*</b> <b>Funding Source:</b> CDBG Grant: \$53,377.00 Town:\$5,611+ \$7,055 * Incl. Demolition Cost Acct. # Non-Departmental Contingency 900-99901	<b>Attachments:</b> Cost Estimates Bid Documents Bid Tabulation Form Advertisement
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u><i>AMC 1/26/12</i></u> <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> <b>Date: <u>December 4, 2012</u></b> <b>Paper: <u>Palm Beach Post</u></b> <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 _____ OR Not applicable in this case <u>RP</u> <b>Please initial one.</b>

**Summary Explanation/Background:** This agenda item was before the Commission on January 18, 2012. The Commission requested that the item be brought back with more information associated with costs.

The Town has a building located at the southeast quadrant of the Bert Bostrom Park. The building has provided for restrooms, concession space and storage of recreation equipment. The building is deteriorated with termite damage and rust. The restrooms are not ADA accessible. "The building has exceeded its useful life" as stated by the Town's Building Official. The building has also been inspected by the Florida League of Cities Risk Manager and determined to be "more of a liability than an asset". The Town will need to demolish the building in the near future. Therefore, the cost of demolition of the building is a cost which will need to be incurred irrespective of a new building being constructed. The cost to demolish the building and dispose of the debris is estimated at close to \$7,000.

The Town of Lake Park has received a Community Development Block Grant to construct an ADA compliant restroom-storage building at the site of the exiting restroom-storage building. The grant amount is \$53,377.00. The Town has received bids and evaluated costs.

The bid documents for the Bert Bostrom Park restroom-storage building were prepared in-house as a design-build project. The 512 s.f. building basic floor plan shows room sizes, electrical and plumbing needs, roof type, hardware and fixture specifications, all of which were provided as part of the bid documents. The contractor will be required to prepare final construction plans suitable for the issuance of a building permit. Alternates were provided in the bid documents in the event the base bid came in under the grant amount.

The project was advertised for bid on December 4, 2011. Bids were received on January 9, 2012 with 5 (five) bids received. A bid in the amount of \$51,800.00 was received and deemed non-responsive. The lowest responsive base bid from a qualifying firm was submitted by Ahrens Companies in the amount of \$59,930.00 with the following voluntary alternates that Ahrens Companies included in their bid submittal.

The Town can realize some additional cost savings by:

(a) Using Epoxy paint on the restroom floors in lieu of tile	-1,110.00
(b) Deleting the pull-sown attic access ladder	- 525.00
(c) Using Plywood for ceiling in lieu of Hardie Panels	-1,014.00
(d) Change Copper drip edge to Galvanized	- 408.00
Additional Savings on Project	\$ 3,057.00

This proposal includes none of the Alternatives listed in the bid documents, but does include four alternatives suggested by the bidder (noted above). The CDBG grant award for this project is \$53,377.00. The lowest qualified responsive bidder came in at \$56,873 (taking cost savings into account) leaving a shortfall to the recommended contract amount of \$3,496.00.

In addition to the recommended contract amount, there is a potential change order to add a duplex electrical receptacle in each restroom at a cost of \$240.00. There are Town incurred expenses estimated to be \$1,875.00 outside of the contract. The total estimated Town cost is \$5,611.00 (\$3,496 + \$1,875 + \$240).

The recommendation to the Commission is to award the project to Ahrens Companies in the amount of \$56,873, using the \$53,377.00 Community Development Block Grant awarded by Palm Beach County and supplement the contract amount by \$3,496.00 using Town funds, plus \$240.00 for electrical receptacles, plus an estimated \$1,875.00 of Town expenses outside of the contract. The shortfall will be covered by the Non-Departmental Contingency Fund.

The Palm Beach County Department of Housing & Community Development has been advised of the recommendation and also must approve the award.

**BERT BOSTROM PARK  
ESTIMATE OF EXPENDITURES  
OUTSIDE OF CONSTRUCTION CONTRACT**

TOWN EXPENSES TO DEMOLISH AND DISPOSE OF EXISTING BUILDING

The building has outlived its useful life. These expenses are based on the need to remove the building irrespective of a replacement building being constructed.

Demolition & Disposal	
Utility Disconnect and Cap	\$ 225.00
Equipment Rental	2,100.00
Fuel for Equipment 150 gallon@ \$3.50	525.00
Concrete Disposal (2-20yd. roll off containers)	480.00
Disposal of Structure & Contents (7-30yd. roll off containers)	2,800.00
Fill Material, Top Soil, Grading & Sod (7.5 pallets @\$110.00)	825.00
Irrigation Adjustments	<u>100.00</u>
<b>TOTAL</b>	<b>\$7,055.00</b>

TOWN EXPENSES WITH NEW BUILDING OUTSIDE OF BUILDING CONTRACT

These expenses have been identified as needed and not included in the building contract.

Advertising and Printing of Bid Documents	\$ 600.00
Soil Density Tests	125.00
Install New Conduit Between Building and Main Electrical Panel	900.00
Add Two Irrigation Laterals and Rotor Heads	175.00
Gates/Fencing Between Building & Backstop	300.00
Fill Material under new slabs and walkways	0.00
Toilet Paper Dispensers	75.00
Grading, Top Soil & Sod	DEDUCT FROM DEMOLITION COST
<b>TOTAL</b>	<u>(300.00)</u> <b>\$1,875.00</b>

Change Order for Electrical Receptacles in Restrooms	<u>\$ 240.00</u>
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<b>TOTAL ESTIMATED COSTS</b>	<b>\$2,115.00</b>
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**BID TABULATION**  
**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING DESIGN-BUILD**  
**TOWN OF LAKE PARK BID NO. 101-2012**

ITEM NO.	ITEM DESCRIPTION	UNIT	Qty.	Ahrens Companies	Robling Architecture Const.	West Construction	Decon Env. & Eng.	**JMW
1	Indemnification	Job	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Performance & Payment Bond	L.S.	1	\$ 1,870.00	\$ 700.00	\$ 1,200.00	\$ 1,920.00	\$ 1,200.00
3	Building Construction Plans	L.S.	1	\$ 2,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00	\$ 8,000.00
4	Mobilization, Registration with Town & Permits	L.S.	1	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 5,000.00	\$ 4,000.00
5	Considerations for Davis/Bacon Requirements	L.S.	1	\$ 240.00	\$ 6,000.00	\$ 2,000.00	\$ 3,300.00	incl.
6	Provide labor, equipment, and materials to prepare site, construct building incl. shop drawings, utility connections, sidewalk (items identified in scope of work.	L.S.	1	\$ 54,720.00	\$ 55,180.00	\$ 60,821.00	\$ 57,955.00	\$ 38,500.00
	<b>BASE BID TOTAL ITEMS 1 THRU 6</b>			<b>\$ 59,930.00</b>	<b>\$ 67,480.00</b>	<b>\$ 68,521.00</b>	<b>\$ 72,775.00</b>	<b>\$ 51,800.00</b>
7	Alternate I: CFL Wall Pack Exterior Light Fixture (4) in lieu of LED fixture	Deduct		\$ 768.00	\$ 800.00	\$ 400.00	\$ 325.00	\$ 120.00
8	Alternate II: Fl.Tile Upgrade to Checkerboard	Add		\$ 1,266.00	\$ 600.00	\$ 400.00	\$ 300.00	\$ 250.00
9	Alternate III: Grading & Bahia Sod (Est. 90 S.Y.)	Add		\$ 270.00	\$ 1,200.00	\$ 350.00	\$ 540.00	\$ 750.00
	** Bid determined to be non-responsive							

**\* Recommended Award of Bid to Ahrens Companies**  
**1/9/2012**

Bid Tabulation Compiled by: Richard Pittman, CRA Project Mgr.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18 2012

Agenda Item No.

Tab 8

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other:

**SUBJECT:** ADA Compliant Restrooms/Storage Building at Bert Bostrom Park

**RECOMMENDED MOTION/ACTION:** Award Bid

Approved by Town Manager

*H. P. Lewis*

Date:

*1/9/12*

Virginia Martin, Grants Writer  
Name/Title

January 9, 2012  
Date of Actual Submittal

<b>Originating Department:</b>  <p style="text-align: center;"><b>Grants</b></p>	<b>Costs: \$56,873.00</b> <b>Funding Source:</b> CDBG Grant \$53,377.00 Town: \$ 3,496.00  <b>Acct. # Non-Departmental Contingency 900-99901</b>	<b>Attachments:</b>  Bid Documents Bid Tabulation Form
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <i>AWC 1/10/12</i> <input type="checkbox"/> Fire Dept _____	<input checked="" type="checkbox"/> Grants <i>GM</i> <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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.	<b>Yes I have notified everyone</b> <i>GM</i> or Not applicable in this case _____  <b>Please initial one.</b>

**Summary Explanation/Background:** Summary Explanation/Background: The Town of Lake Park has received a Community Development Block Grant to construct an ADA compliant

restroom-storage building at the site of the existing building at the southeast quadrant of Bert Bostrom Park. The grant amount is \$53,377.00. The existing building has significant termite damage, and the existing restrooms do not meet ADA requirements.

The bid documents for the Bert Bostrom Park restroom-storage building were prepared in-house as a design-build project. The 512 s.f. building basic floor plan shows room sizes, electrical and plumbing needs, roof type, hardware and fixture specifications that were provided as part of the bid documents. The contractor will be required to prepare final construction plans suitable for the issuance of a building permit. Alternates I, II, & III were included in the bid documents to utilize the funds. Alternate I is less expensive exterior lighting in lieu of LED fixtures. Alternate II is a floor tile upgrade in the restrooms. Alternate III is grading and sod adjacent to the walkways.

The project was advertised for bid on December 4, 2011. Bids were received on January 9, 2012 with 5 (five) bids received. The lowest responsive base bid from a qualifying firm was submitted by Ahrens Companies of Lake Park in the amount of \$59,930.00 with the following alternatives.

The Town can realize some additional cost savings by:

(a) Using Epoxy paint on the restroom floors in lieu of tile	-1,110.00
(b) Deleting the pull-down attic access ladder	- 525.00
(c) Using Plywood for ceilings in lieu of Hardie Panels	-1,014.00
(d) Change Copper drip edge to Galvanized	- 408.00
Additional Savings on Project	<u>\$ 3,057.00</u>

This proposal includes none of the Alternatives listed in the bid documents, but does include four alternatives suggested by the bidder (noted above.) The CDBG Award for this project is \$53,377. The lowest qualified responsive bidder came in at \$56,873 (taking cost savings into account) leaving a shortfall of \$3,496. The Town Manager has indicated that there are adequate funds available in the Non-Departmental Contingency Fund to cover the shortfall.

The recommendation to the Commission is to award the project to Ahrens Companies in the amount of \$56,873.00, using the \$53,377 Community Development Block Grant awarded by Palm Beach County Board of County Commissioners, and supplement it with \$3,496 from the Non-Departmental Contingency Fund.

The Palm Beach County Department of Housing and Community Development has been advised of the recommendation and also must approve the award.

**BID TABULATION**  
**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING DESIGN-BUILD**  
**TOWN OF LAKE PARK BID NO. 101-2012**

ITEM NO.	ITEM DESCRIPTION	UNIT	Qty.	Ahrens Companies	Robling Architecture Const.	West Construction	Decon		JMW Construction
							Env. & Eng.	Construction	
1	Indemnification	Job	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Performance & Payment Bond	L.S.	1	\$ 1,870.00	\$ 700.00	\$ 1,200.00	\$ 1,920.00	\$ 1,200.00	\$ 1,200.00
3	Building Construction Plans	L.S.	1	\$ 2,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00
4	Mobilization, Registration with Town & Permits	L.S.	1	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
5	Considerations for Davis/Bacon Requirements	L.S.	1	\$ 240.00	\$ 6,000.00	\$ 2,000.00	\$ 3,300.00	incl.	
6	Provide labor, equipment, and materials to prepare site, construct building incl. shop drawings, utility connections, sidewalk (items identified in scope of work.	L.S.	1	\$ 54,720.00	\$ 55,180.00	\$ 60,821.00	\$ 57,955.00	\$ 38,500.00	\$ 38,500.00
	<b>BASE BID TOTAL ITEMS 1 THRU 6</b>			*	\$ 67,480.00	\$ 68,521.00	\$ 72,775.00	**	\$ 51,800.00
7	Alternate I: CFL Wall Pack Exterior Light Fixture (4) in lieu of LED fixture	Deduct		\$ 768.00	\$ 800.00	\$ 400.00	\$ 325.00	\$ 120.00	\$ 120.00
8	Alternate II: Fl.Tile Upgrade to Checkerboard	Add		\$ 1,266.00	\$ 600.00	\$ 400.00	\$ 300.00	\$ 250.00	\$ 250.00
9	Alternate III: Grading & Bahia Sod (Est. 90 S.Y.)	Add		\$ 270.00	\$ 1,200.00	\$ 350.00	\$ 540.00	\$ 750.00	\$ 750.00

\*\* Bid determined to be non-responsive

\* Recommended Award of Bid to Ahrens Companies

Bid Tabulation Compiled by: Richard Pittman, CRA Project Mgr.

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

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## Detail by Entity Name

### Florida Profit Corporation

AHRENS ENTERPRISES, INC.

### Filing Information

Document Number V05323  
 FEI/EIN Number 650297589  
 Date Filed 01/09/1992  
 State FL  
 Status ACTIVE  
 Last Event NAME CHANGE AMENDMENT  
 Event Date Filed 11/23/1998  
 Event Effective Date NONE

### Principal Address

1461 KINETIC ROAD  
 LAKE PARK FL 33403 US

Changed 04/26/2001

### Mailing Address

1461 KINETIC ROAD  
 LAKE PARK FL 33403 US

Changed 04/23/2009

### Registered Agent Name & Address

FLEISHER, BARBARA  
 1461 KINETIC ROAD  
 LAKE PARK FL 33403 US

Name Changed: 11/30/2009

Address Changed: 04/26/2001

### Officer/Director Detail

#### Name & Address

Title PST

FLEISHER, BARBARA  
 1461 KINETIC ROAD  
 LAKE PARK FL 33403

Title CEO

AHRENS, RICHARD  
 1461 KINETIC ROAD  
 LAKE PARK FL 33403

AC# 5140885

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L1008300115

DATE	BATCH NUMBER	LICENSE NBR
08/30/2010	108056229	CBC006515

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2012

AHRENS, RICHARD C  
AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK

FL 33403-1911 WE TRUST

CHARLIE CRIST  
GOVERNOR

CHARLIE HIEM  
SECRETARY

DISPLAY AS REQUIRED BY LAW



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.taxcollectorpbc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

1461 KINETIC ROAD  
 LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0103 CW BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	U12.9139 - 09/30/11	\$264.60	B4007829

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2011/2012 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 200116431**  
**EXPIRES: SEPTEMBER 30, 2012**

AHRENS COMPANIES  
 AHRENS COMPANIES  
 1461 KINETIC RD  
 LAKE PARK, FL 33403-1911



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.taxcollectorpbc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

1461 KINETIC ROAD  
 LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	U12.9139 - 09/30/11	\$27.50	B4007829

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2011/2012 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 200116430**  
**EXPIRES: SEPTEMBER 30, 2012**

AHRENS COMPANIES  
 AHRENS COMPANIES  
 1461 KINETIC RD  
 LAKE PARK, FL 33403-1911



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

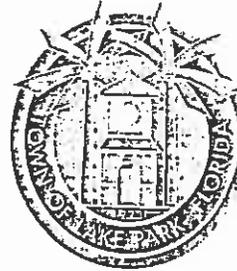
Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: CO108 BUILDING CONTRACTORS, GENERAL

Tax 148.05  
Penalty  
Transfer

Total Paid 148.05

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: WA010 WAREHOUSE - 5,000 SF OR LESS

Tax 69.30  
Penalty  
Transfer

Total Paid 69.30

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: WA012 WAREHOUSE - OVER 5000 S.F.

Tax 49.35  
Penalty  
Transfer

Total Paid 49.35

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

**PROPOSAL**



BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN/BUILD)

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).

In accordance with the plans and specifications noted in this Bid document, the LUMP SUM TOTAL BASE BID for this project is:

fifty nine thousand nine hundred thirty + 00/100 Dollars (\$59,930.00)

Completion: Ninety (90) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

Required documents attached?

(Yes or No)

- Schedule of Bid Items Yes
- Acknowledge Addenda # 1 (if issued) Yes
- Bid Surety (minimum of 5% of total bid (signed)) Yes
- 1 Original and 2 copies of the following:
- Bid Form (signed) Yes
- Clarifications/Exceptions Yes
- List of Subcontractors Yes
- 'Drug Free Workplace Cert. (signed) Yes
- List of References Yes
- Licenses (copies of applicable licenses) Yes
- Proof of Existing Insurance Coverage Yes
- Noncollusion Affidavit of Prime Bidder Yes
- Anti-kickback Affidavit Yes
- Certification of Eligibility of General Contractor Yes
- Certification of Nonsegregated Facilities Yes
- Workforce Projection Yes

NAME OF FIRM Ahrens Enterprises Inc. d/b/a Ahrens Companies

ADDRESS 1461 Kinetic Road  
Lake Park 33403

PHONE# 561 863-9004 FAX# 561 863-9007

AUTHORIZED SIGNATURE Barbara Fleisher

NAME & TITLE (TYPED or PRINTED) BARBARA Fleisher, President

POINT OF CONTACT EMAIL ADDRESS: rahrens@ahrenscompanies.com

DATE: 1/9/12 TAX PAYER ID#: 65-0297589

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN BUILD)  
TOWN OF LAKE PARK BID NO. 101-2012  
SCHEDULE OF BID ITEMS**

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Performance & Payment Bond	L.S.	1	<u>1,870.00</u>
3.	Building Construction Plans	L.S.	1	<u>2,500.00</u>
4.	Mobilization, Registration with Town, and Permits	L.S.	1	<u>500.00</u>
5.	Considerations for Davis/Bacon requirements	L.S.	1	<u>240.00</u>
6.	Provide labor, equipment, and materials to prepare site, construct building incl. shop drawings, utility connections, sidewalk (items identified in scope of work).	L.S.	1	<u>54,720.00</u>

**BASE BID: TOTAL ITEMS 1 THRU 6** \$ 59,930.00

Written Amount \$ \_\_\_\_\_

- |    |   |                          |
|----|---|--------------------------|
| 7. | ALTERNATE I: CFL Wall Pack Exterior Light Fixtures (4) in lieu of LED fixture | DEDUCT: \$ <u>768.00</u> |
| 8. | ALTERNATE II: Floor Tile Upgrade to Checkerboard                              | ADD: \$ <u>1,266.00</u>  |
| 9. | ALTERNATE III: Grading & Bahia Sod (Est. 90 s.y.)                             | ADD: \$ <u>270.00</u>    |

Submitted By: Omara Flister

Name of Firm: Ahrens Companies

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID.  
ALTERNATES MAY BE INCORPORATED IN THE AWARD AS THE BUDGET PERMITS.

CLARIFICATIONS/EXCEPTIONS

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

See Attached

## CLARIFICATIONS/EXCEPTIONS

1. The Town of Lake Park will demolish the existing building on the site of the new building and cap all utilities 5' outside the new building.
2. Fill for the building pad to be delivered to site by The Town of Lake Park and will be spread and compacted by Contractor.
3. Any exporting or importing of fill or top soil is excluded.
4. Fine grading and sod around the building and sidewalk is not included in the base bid.
5. The Town of Lake Park will provide the finished floor elevation.
6. A geotechnical report has not been provided.
7. Builder's Risk Insurance is not included.
8. All permit fees are excluded.
9. The toilet paper dispensers are to be provided and installed by the Town.
10. No base is included.
11. Stucco is to have a light texture finish.
12. CPVC pipe is to be used for water lines.
13. The following design changes are required to meet code and are incorporated into our base bid.
  - a. Footing to be 16" x 16" w/ (3) #5's continuous and (1) #5 perpendicular @12" o.c.
  - b. CMU walls to have filled cells @ 32" o.c. w/ (1) #5.
  - c. Top of wall to have two (2) bond beams, each w/ (1) #7 continuous.

14. Voluntary Alternates:

- a. Change ceiling height from 9' to 8'. Please deduct .....\$1,348.00-57my
  - b. Epoxy paint on rest Room floors in lieu of tile. Please deduct .....\$1,110.00.
  - c. Delete pull-down attic access ladder. Please deduct .....\$525.00.
  - d. Use plywood for ceilings in lieu of Hardie Panels. Please deduct ...\$1,014.00.
  - e. Change urinals to wall hung. Please deduct .....\$337.00.-57my
  - f. Change non-cooled drinking fountain to water cooler. Please deduct \$738.00.
  - g. CHANGE Copper drip edge to Galvanized. Please deduct .....\$408.00.
- TOTAL POSSIBLE SAVINGS.....\$5,480.00

LIST OF SUBCONTRACTORS

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

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

*see attached*

## LIST OF SUBCONTRACTORS

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE / CONTACT</u>
1) Team Surveying Solutions	1120 SW 19th St, Fort Lauderdale	(954) 522-7085 Gregory Mire
2) Sunny State Nursery & Landscape	10716 Heritage Farms Rd, Lake Worth	(561) 966-1234 Rich Ebersold
3) MGM Shell Contractors	P.O. Box 31238, Palm Beach Gardens	(561) 222-4501 Rick Garrison
4) Bean Drywall, Inc.	5900 Silver Oak Dr, Fort Pierce	(772) 460-6110 Brian Bean
5) Capitol Carpet & Tile	4786 N. Congress Ave, Boynton Beach	(561) 333-9800 Gary Syden
6) Color Factory, Inc.	1941 NW 40th Ct, Deerfield Beach	(954) 596-9996 Chris Stephan
7) Jet Plumbing	11004 SW Hawkview Cir, Stuart	(561) 248-2426 Jay Tupper
8) Farina Electrical Constructors, Inc.	118 North 32nd Ave, Hollywood	(786) 444-6954 Charles Farina



LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: City of SEBASTIAN  
Address: 202 Airport Drive East  
SEBASTIAN FL

Point of Contact: Joe Griffin  
Phone Number: 772-228-7013  
Fax Number: 772-228-7078

---

REFERENCE #2

Company/Agency Name: City of Coral Springs  
Address: 9551 West Sample Road  
Coral Springs FL 33065

Point of Contact: Art Resnick  
Phone Number: 954 344-1101  
Fax Number: 954 344-5948

---

REFERENCE #3

Company/Agency Name: City of Margate  
Address: 901 NW 66th Ave  
Margate, FL 33063

Point of Contact: Reddy Chitepu  
Phone Number: 954-970-3004  
Fax Number: 954-978-7349

INCLUDE PROOF OF PROPER LICENSING  
(APPLICABLE LICENSING TO PERFORM THE  
REQUIRED SERVICES)

*See Attached*

AC# 5140885

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10083001153

DATE	BATCH NUMBER	LICENSE NBR
08/30/2010	108056229	CBC006515

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2012

AHRENS, RICHARD C  
AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK

FL 33403-1914 WE TRUST

CHARLIE CRIST  
GOVERNOR

CHARLIE GEM  
SECRETARY

DISPLAY AS REQUIRED BY LAW



CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.taxcollectorpbc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

1461 KINETIC ROAD  
LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0103 CW BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	U12.9138 - 09/30/11	\$264.80	B40078298

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA  
PALM BEACH COUNTY  
2011/2012 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 200116431**  
**EXPIRES: SEPTEMBER 30, 2012**

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

AHRENS COMPANIES  
AHRENS COMPANIES  
1461 KINETIC RD  
LAKE PARK, FL 33403-1911



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.taxcollectorpbc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

1461 KINETIC ROAD  
LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	U12.9139 - 09/30/11	\$27.50	B40078297

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA  
PALM BEACH COUNTY  
2011/2012 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 200116430**  
**EXPIRES: SEPTEMBER 30, 2012**

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

AHRENS COMPANIES  
AHRENS COMPANIES  
1461 KINETIC RD  
LAKE PARK, FL 33403-1911



(561)863-9004

2012

# LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: CO108 BUILDING CONTRACTORS, GENERAL

Tax 148.05  
Penalty  
Transfer

Total Paid 148.05

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

AHRENS, RICHARD C  
(561)863-9004

2012

# TOWN OF LAKE PARK LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: WA010 WAREHOUSE - 5,000 SF OR LESS

Tax 69.30  
Penalty  
Transfer

Total Paid 69.30

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

AHRENS, RICHARD C  
(561)863-9004

2012

# TOWN OF LAKE PARK LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: WA012 WAREHOUSE - OVER 5000 S.F.

Tax 49.35  
Penalty  
Transfer

Total Paid 49.35

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

INCLUDE PROOF OF EXISTING INSURANCE

*See Attached*



NONCOLLUSION AFFIDAVIT

State of Florida  
County of Palm Beach

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

(1) She is President of Ahrens Companies, the Design-Build Firm that has submitted a Bid/Proposal to perform work for the following project:

Contract #: 101-2012 Project Name: Bert BOSTROM Park Restroom - Storage Bldg.

- (2) He is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
- (3) Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;
- (4) Neither the said Design-Build Firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Design-Build Firm, firm or person to submit a collusive or sham Bid/Proposal in connection with the Design-Build Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding in connection with such Design-Build Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Design-Build Firm, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Design-Build Firm, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Design-Build Firm, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Design-Build Firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Barbara Fleisher  
Signature

Subscribed and sworn to (or affirmed) before me this 6 day of January 2012 by Barbara Fleisher, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: Michele Ball-Vaughn  
Notary Name: Michele Ball-Vaughn  
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) I am President of AHRENS COMPANIES, the Design-Build Firm that has submitted a Bid/Proposal to perform work for the following project:

Contract #: 101-2012 Project Name: Bert Boström Restroom

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

Barbara Fleisher  
Signature

Subscribed and sworn to (or affirmed) before me this 9 day of JANUARY 2012 by BARBARA Fleisher, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: Michele Ball-Vaughn  
Notary Name: Michele Ball-Vaughn  
Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) He/she is the PRESIDENT of ARENS Companies, hereinafter referred to as the Design-Build Firm; who submitted a Bid/Proposal to perform work for the following project:

Contract #: 101-2012 Project Name: Bert Bostrom Park Restroom - Storage Bldg.

(2) He/she is fully informed that the Bid/Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The Design-Build Firm nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The Design-Build Firm acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Design-Build Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

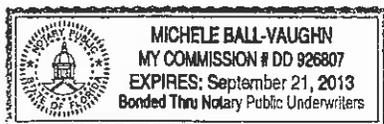
(5) The Design-Build Firm acknowledges the responsibility of informing all of its subcontractors/subconsultants that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Design-Build Firm acknowledged the responsibility that all of its subcontractors/subconsultants are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors/subconsultants, and that the Design-Build Firm will retain such certifications in its files. Furthermore, should the subcontractor/subconsultant be subsequently found ineligible after award of the Design-Build Contract, its contract with the Design-Build Firm shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Barbara Fleisher  
Signature

Subscribed and sworn to (or affirmed) before me this 6 day of January, 2012 by Barbara Fleisher, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: Michele Ball-Vaughn  
Notary Name: Michele Ball-Vaughn  
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: Bert Bostrom Park Restroom Storage Bldg.

Company Name and Address:

Ahrens Companies

1461 Kinetic Road

Lake Park FL 33403

Barbara Heishor  
Signature

BARBARA Heishor, President  
Name and Title

1/9/12  
Date

WORKFORCE PROJECTION

<b>PROJECT NAME:</b>	<b>Town of Lake Park - Bert Bostrom Park Restrooms</b>
----------------------	--

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

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: \_\_\_\_\_)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greasemen
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Piledriver
- Power Subgrade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: \_\_\_\_\_)
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: \_\_\_\_\_)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other: \_\_\_\_\_

Submitted by:

*Debra Fleisher*

S:\CapImp\pr\MUNICIPAL\LakePark\BertBostromParkRestrms\FederalRequirements\_DB.wpd



Arts  
District



Commerce  
District



Hometown  
District

December 30, 2011

**ADDENDUM NO. 1  
TOWN OF LAKE PARK  
BERT BOSTROM PARK  
RESTROOM-STORAGE BUILDING  
BID NO. 101-2012**

**BERT BOSTROM RESTROOM-STORAGE BUILDING**

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *BERT BOSTROM PARK RESTROOM-STORAGE BUILDING, Town of Lake Park Bid No. 101-2012*

BOUND CONTRACT DOCUMENT:

PAGE 9, the fifth bullet from the top of the page should be changed to read: Attendance of a pre-construction meeting with the Palm Beach County Dept. of Housing and Community development to review procedures and payroll report requirements to meet Davis-Bacon grant requirements.

A question was asked at the pre-bid meeting referring to NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY; page PBC 1 of 1, and the *Goals for minority participation for each trade*. Question: "What is the expectation to have minority participation for each trade?" Response: "The goals are 22.4% for minority and 6% for female and are applicable to all the Contractor's construction work for each trade for the life of the project.

PAGE 15, CONTRACT TIME, DELETE THE FIRST SENTENCE. ADD THE FOLLOWING: The time for completion of the construction phase shall be ninety (90) calendar days from an agreed upon date following the receipt of the building permit, not to exceed fifteen calendar days. Commencing upon receipt of a Town purchase order, twenty-one calendar days is allotted for the design phase and submittal to the Town's Building Department for a building permit.

PAGE 15, CONTRACT TIME, ADD THE FOLLOWING:

The Contractor awarded this project shall provide a detailed construction schedule in a format acceptable to the Town. The schedule shall be provided at the time of submittal of the performance bond and insurance certificate.

Addendum No. 1 (Cont.)

PAGE 15, PAYMENT, ADD THE FOLLOWING:

The Contractor awarded this project shall provide a detailed schedule of values for approval before their first application for payment.

PAGE 25, SCOPE OF WORK, Add the following:

TOWN PROVIDED SERVICES

- The Town will provide a property survey to accompany the construction plans submitted for permit if required by the Building Official.
- The Town will provide a geotechnical report to accompany the construction plans submitted for permit if required by the Building Official.
- Demolition and removal of existing building.
- Provide & deliver fill material to the site (Contractor to distribute and compact).
- New electrical conduit from the electrical panel to the vicinity of the new building if the existing conduit is determined to be unsuitable.

PLAN SET:

Sheet 2 of 4: ADD NOTE: Existing sanitary sewer will be capped in advance of demolition of the existing building. The plumbing subcontractor shall include in the new installation a clean out at the point of reconnection to the existing sanitary sewer.

Sheet 2 of 4: ADD NOTE: Interior walls separating public/non-public spaces shall meet the code required one hour fire rating.

Sheet 4 of 4: ADD NOTE: The Town will provide a new electrical conduit from the electrical panel to the vicinity of the new building if the existing conduit is determined to be unsuitable.

.....  
Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
December 30, 2011

Signed By: Vivian M. Lemley  
Vivian Mendez-Lemley  
Town Clerk

Bidder:

Signed By: Barbara Fleisher  
Print Name: BARBARA Fleisher  
Title: President  
Date: 1/9/12

End of Addendum #1



Arts  
District



Commerce  
District



Hometown  
District

BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
TOWN BID NO. 101-2012  
RESPONSE TO RFI

December 30, 2011

The following questions were submitted to the Town Clerk prior to end of day Dec.29, 2011.

1. What is the purpose of allowing "Alternate Bids" as described on page 11 of the Instruction to Bidders?

Response: The budget is \$53,000. It may be in the best interest of the Town to consider an alternate bid if no bids are received within or close to the budget.

2. Will the fill brought in by the Town be spread by the Town or Contractor?

Response: Contractor.

3. For Alternate #3, what do you mean by grading?

Response: The new sidewalk will be slightly higher than the current adjacent ground level. The Town will provide the fill needed for the contractor to spread, compact and "harmonize" with adjacent ground in preparation for placing sod.

4. For the base bid, what condition is the area to be left in, as far as grading is concerned.

Response: Keep in mind that the Town will be demolishing the building prior to the contractor commencing work. The contractor will be expected to "harmonize" fill adjacent to new construction, remove rubble/debris created by the contractor and smooth out ruts. The contractor will be expected to confine access across the sidewalk and grassed areas.

5. Is Builder's Risk Insurance required?

Response: No. Builder's Risk insurance is an option of the contractor.

6. Are the fiber cement panels on the ceiling to be smooth?

Response: Contractor's option.

End of Response to RFI

Prepared by: Richard Pittman  
CRA Project Manager

AIA Document A310  
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ahrens Enterprises, Inc. d/b/a Ahrens Companies  
1461 Kinetic Rd., Lake Park, FL 33403

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company  
One Newark Center, Newark, NJ 07102-5207

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Lake Park  
535 Park Ave., Lake Park, FL 33403

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bert Bostrom Park Restroom- Storage Building (Design-Build)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 9th day of January, 2012

Ahrens Enterprises, Inc. d/b/a Ahrens Companies

(Principal)

(Seal)

By: Debra Fleisher, President  
(Title)

Michele Bau Vaughn  
(Witness)

International Fidelity Insurance Company

(Surety)

(Seal)

By: Brett Rosenhaus  
Attorney-in-Fact (Title)

Elizabeth Ya  
(Witness)

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

## FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JASON KATZ, BRETT ROSENHAUS

Lake worth, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9TH day of JANUARY, 2012

Assistant Secretary



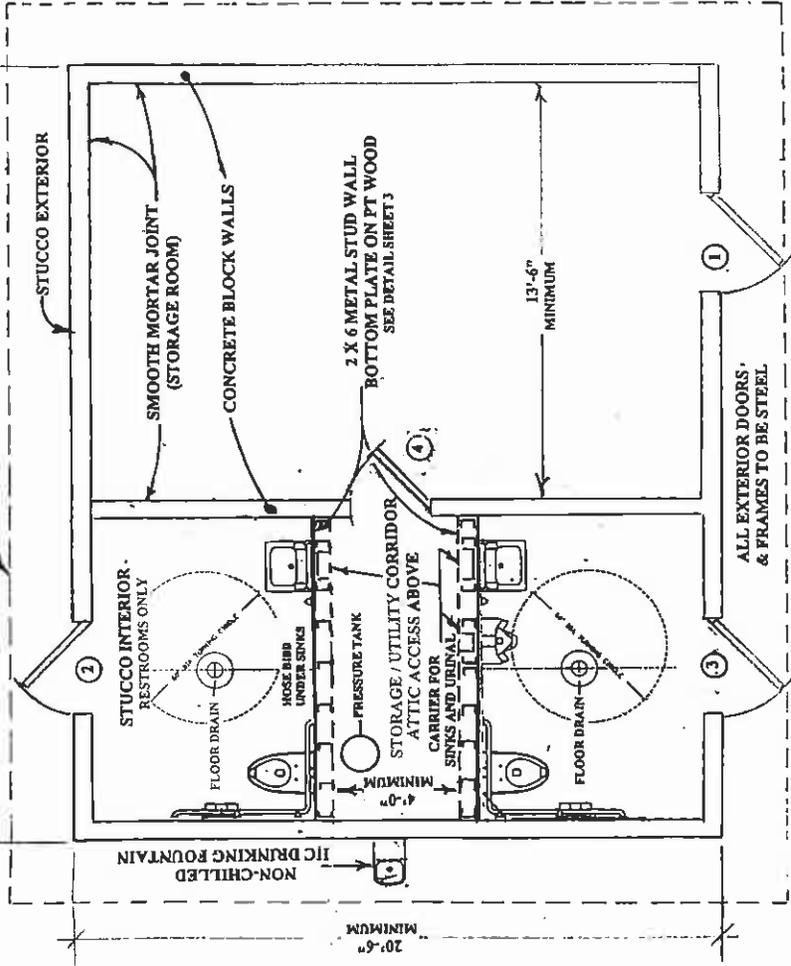
**DOOR SCHEDULE**

1. 3' X 6'-8" METAL JAMB/METAL DOOR W/ADA LEVER HDW.
2. 3' X 6'-8" METAL JAMB/METAL DOOR W/ADA LEVER HDW.
3. 3' X 6'-8" METAL JAMB/METAL DOOR W/ADA LEVER HDW.
4. 3' X 6'-8" METAL JAMB/ 1-3/4" METAL OR EXTERIOR GRADE SOLID CORE ALL PERIMETERS 2'-0" MINIMUM

18 GAUGE

ROOF OVERHANG

25'-0" MINIMUM



**FLOOR PLAN**

SCALE: 1/8"=1'-0"

NOTE: PLUMBING SYSTEM WILL REQUIRE TANK (APPROXIMATELY 10 GALLONS) TO ADEQUATELY OPERATE FLUSHOMETERS.

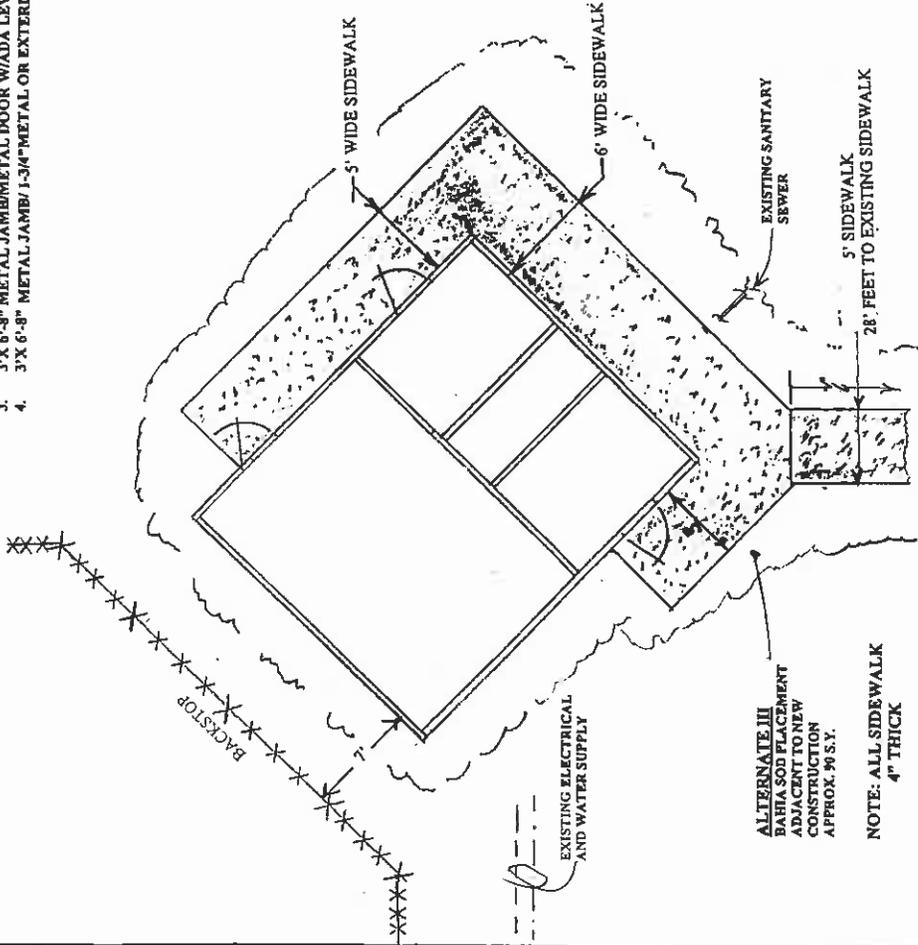
NOTE: 1. THIS PROJECT LOCATION IS WITHIN THE 140 MPH WIND ZONE DESIGN CRITERIA.

2. AREAS DENOTED FOR STUCCO SHALL RECEIVE INDUSTRY STANDARD SCRATCH COAT AND FINISH COAT.

BERT BOSTROM PARK  
DESIGN BUILD  
TOWN OF LAKE PARK  
FLOOR PLAN/SITE PLAN  
PROJ. # 101-201  
SCALE: AS NOTED  
DRAWN: RDP  
DATE: 05/11/11  
SHEET: 2 OF 4

**SITE PLAN**

SCALE: 1/8"=1'-0"



EXISTING ELECTRICAL AND WATER SUPPLY

EXISTING SANITARY SEWER

5' WIDE SIDEWALK

6' WIDE SIDEWALK

28' FEET TO EXISTING SIDEWALK

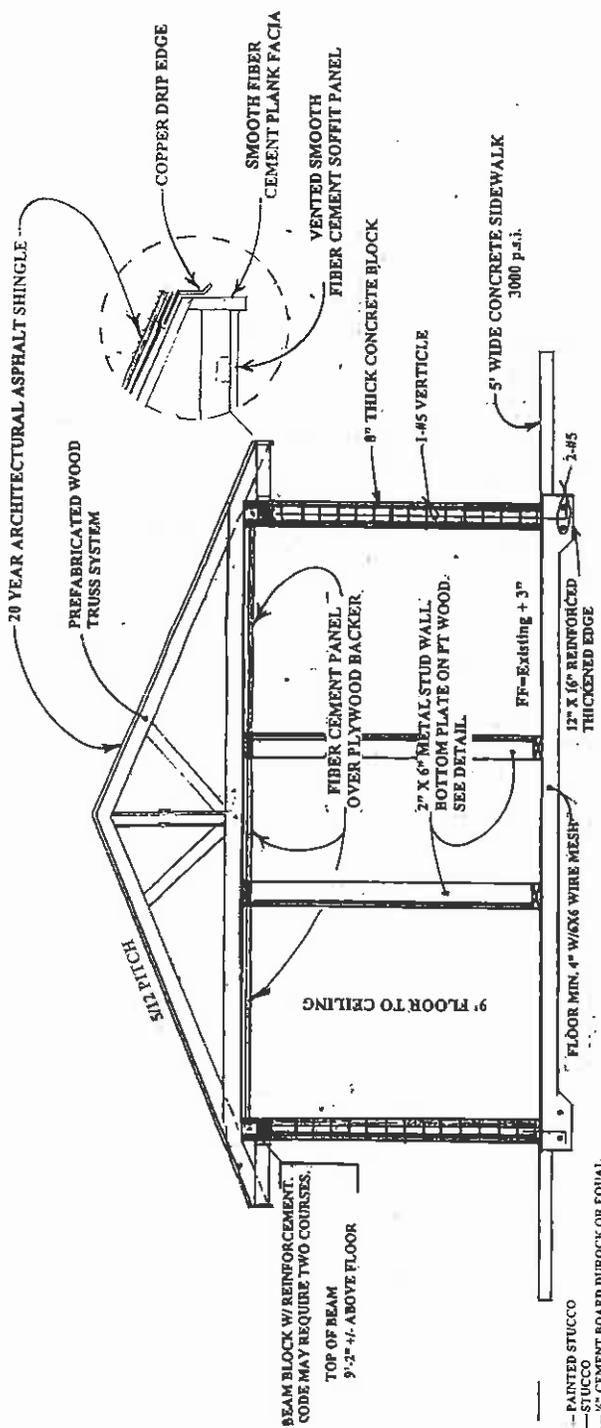
BACKSTOP

ALTERNATE III BARIA SOD PLACEMENT ADJACENT TO NEW CONSTRUCTION APPROX. 96 S.Y.

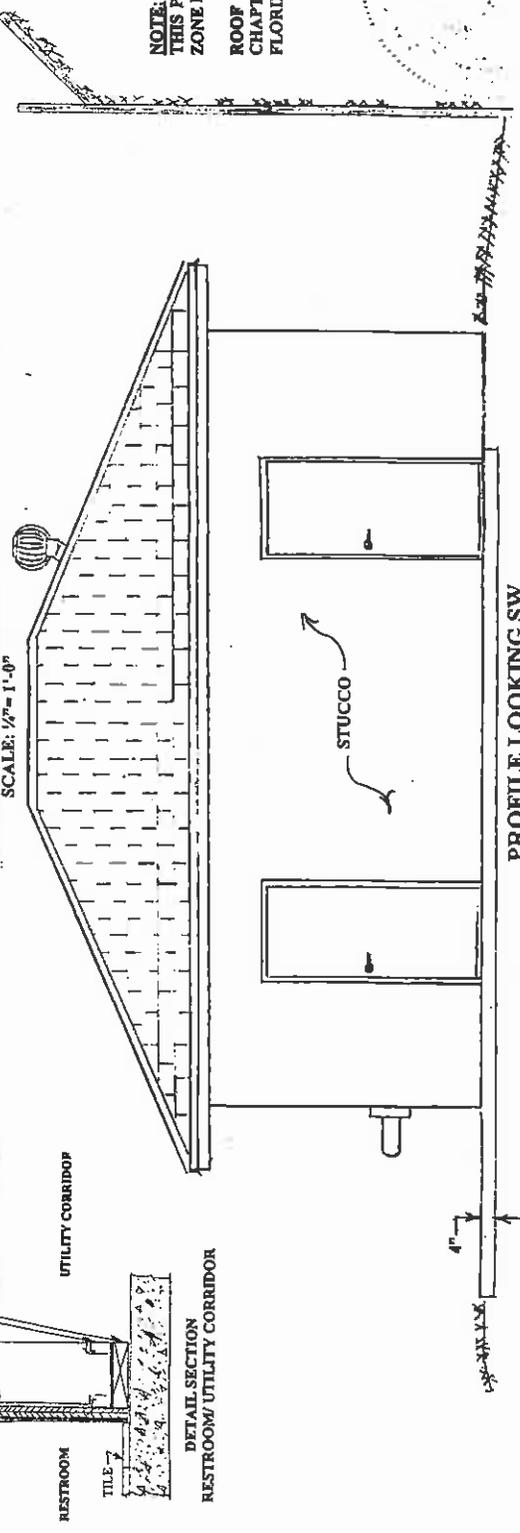
NOTE: ALL SIDEWALK 4" THICK

THESE SIGNED & SEALED DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND DO NOT REPRESENT ALL CODE REQUIREMENTS AND DESIGN CRITERIA REQUIRED FOR BUILDING DEPARTMENT APPROVAL. CONTRACTOR AWARDED THE PROJECT IS REQUIRED TO HAVE PLANS PREPARED SUITABLE FOR BUILDING DEPARTMENT PERMIT APPROVAL.

*Richard D. Johnson*  
12/10/11



**SECTION LOOKING NW**  
SCALE: 1/8" = 1'-0"



**PROFILE LOOKING SW**  
SCALE: 1/8" = 1'-0"

**NOTE:**  
THIS PROJECT LOCATION IS WITHIN THE 140 MPH WIND ZONE DESIGN CRITERIA.

ROOF SYSTEM MUST MEET FLORIDA BUILDING CODE CHAPTER 15. ROOFING PRODUCTS MUST HAVE STATE OF FLORIDA PRODUCT APPROVAL.

BERT BOSTROM PARK  
RESTROOM/STORAGE BUILDING  
DESIGN BUILD  
TOWN OF LAKE PARK  
SECTION/PROFILE  
SCALE: AS NOTED  
DRAWN: RDP  
DATE: 05/11/11

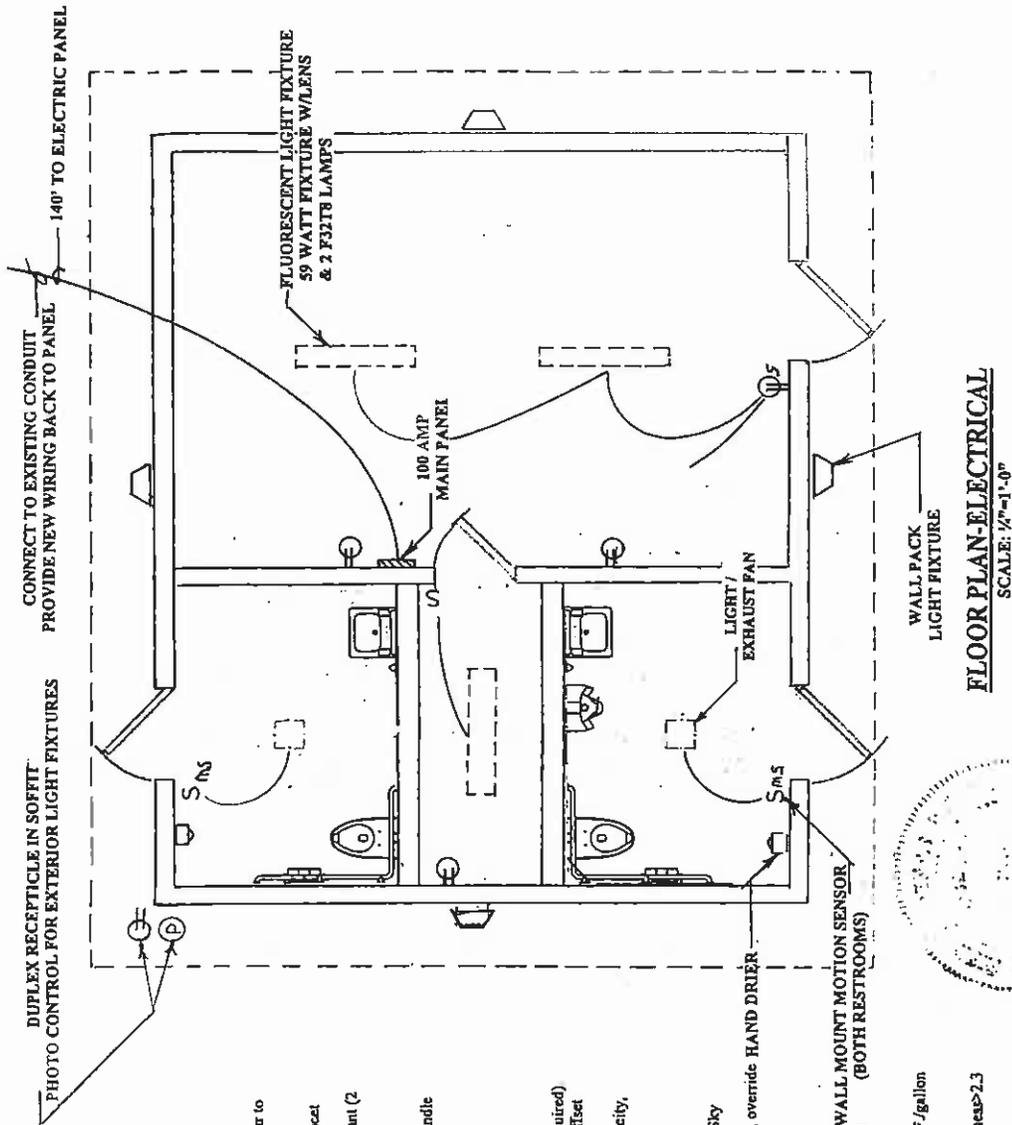
THESE SIGNED & SEALED DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND DO NOT REPRESENT ALL CODE REQUIREMENTS AND DESIGN CRITERIA REQUIRED FOR BUILDING DEPARTMENT APPROVAL. CONTRACTORS AND PROJECT IS REQUIRED TO HAVE PLANS PREPARED SUITABLE FOR BUILDING DEPARTMENT PERMIT APPROVAL.

**HARDWARE/ACCESSORIES/PRODUCT REQUIREMENTS**

BERT BOSTROM PARK RESTROOM/STORAGE  
 Listed below are minimum hardware/accessory/product requirements. The contractor awarded the project will be asked to submit product information on all the below listed products within two weeks of signing the contract. The product information will be reviewed for compliance with requirements. In some instances the Town may request a change order to upgrade to a Town standardized product.

No discontinued product line remnants shall be accepted.

- LOCKSET:** Commercial lever, Grade 2-Entrance, satin chrome, ADA compliant (3 required), Commercial knob, Grade 2-Storeroom, satin chrome (1 required for utility corridor).
- Commercial,** Double Deadbolt, Grade 2, satin chrome (1 required exterior storage).
- Note:** Two restrooms are keyed alike. Storage room, utility corridor and double deadbolt are keyed alike.
- HAND DRYER:** Commercial Low Profile, White, Automatic, ADA compliant (2 required).
- DRINKING FOUNTAIN:** NSF/ANSI 61 certified, ADA compliant, wall mount, non-refrigerated, satin finish SS, basin contour to eliminate splashing and standing water, removable strainer (1 required).
- DOOR CLOSERS:** Commercial, Fully Hydraulic Checking, Adjustable 2-5, ADA compliant, (3 required).
- LAVATORY SINK:** Commercial, White Vitreous China, Wall Mount, 21"x18", accepts concealed arm carrier, single hole faucet mount, ADA compliant (2 required).
- LAVATORY FAUCET:** Commercial, Metering, Cast Brass/Chrome, Automatic Shut-off, adjustable flow cycle, ADA compliant (2 required).
- TOILET:** Commercial, Vitreous China, White, Floor Mount, High Efficiency 1.2-1.6, ADA compliant, (2 required).
- URINAL:** Commercial, Washoff, Floor Mount, 15"x18"x36", White, low consumption (1 required).
- FLUSHOMETER:** Made in the USA, Commercial, Exposed, Diaphragm, ADA compliant metal oscillating non-hold open handle w/tripple seal handle packing, fixed metering bypass, controlled flush accuracy, (3 required).
- FLOOR DRAIN:** Cast Iron Bell Trap, 2", slip-on with trap primer, (2 required).
- SILCOCK:** Loose Key, Angled, Brass, Solid Flange 3/4" hose connection (2 required).
- HOSE VACUUM BREAKER:** Brass w/breakaway setcrew (2 required).
- WATER SUPPLY STOP VALVE:** Commercial, Brass, multi-turn, brushed nickel (2 required).
- WATER CONNECTOR:** Braided Stainless Steel (2 required).
- TOILET SEAT:** Extra Heavy Duty Durable Plastic, Open Front, Chip & Stain Resistant, SS Fasteners, ADA Compliant, (2 required)
- GRAB BARS:** ADA Compliant, Wraparound, 18 Gauge, 1-1/2" diameter, Satin Finish, 42" x 54", Concealed Flange, 1-1/2" offset
- WALL MIRROR:** SS, framed, 17-1/4" x 11-1/4" or larger with tilt for ADA considerations.
- EXHAUST FAN:** 80 CFM, Ceiling Fan Light, Heavy Duty, motor designed for continuous operation, 100 Watt Lighting Capacity, White Polymeric Grille w/shatter-resistant light diffusing lens (2 required).
- EXHAUST WALL CAP:** Aluminum / Built-In Backdraft/Damper size compatible with exhaust fan (2 required).
- SOAP DISPENSER:** ADA compliant, lockable, 1250ml foam dispenser, gray, white or black (2 required).
- INTERIOR LIGHT:** Surface Mount, Fluorescent, 48" w/lens & w/2F32T8 Lamps (2 required).
- WALL PACK LIGHT FIXTURES:** Base Bid, Outdoor, LED, 27-36 watt, 5000k temp., 60,000 hour five year warranty, Dark Sky Compliant, Alternate I: Outdoor, 42 Watt CFL, Aluminum Reflector, Prismatic Polycarbonate Lens, (4 required)
- WALL SWITCH OCCUPANCY SENSOR:** All Digital Ultrasonic, Self-Adaptive Technology, Impact Resistant Infrared Lens, override Hand Drier not required (2 required).
- MAIN PANEL:** Commercial Single Phase 100 AMP Load Center, Surface Mount, Compatible with quick open and visible trip indicator circuit breakers, 16 spaces.
- CIRCUIT BREAKER:** Commercial, Quick Open Trip Reaction within 1/60" of a second, visible trip indicator.
- TURBINE ATTIC VENTILATOR:** Aluminum, Externally Braced, 12" Throat, Permanently Lubricated Upper and Lower Ball Bearings, 21 Air-Foil Curved Vanes w/Rolled Vane Edges, Vari-Pitch Base, 140 MPH Plus Wind Tested (1 required).
- FLOOR FINISH:** Restrooms Base Bid; 12"x12" non-slip ceramic tile, Alternate II; 1"x1" square Checkerboard.
- Utility corridor and storage room:** light broom finish with water based clear acrylic urethane floor paint, rolled, 400 S.F./gallon application.
- PAINT FINISH:** All surfaces primed- Commercial Grade 100% Acrylic Primer. Stucco and interior block- Commercial Grade 100% Acrylic flat latex matched with compatible primer. Dry film thickness 2-3 mils and coverage/gal. 350sq ft
- Doors/frame:** Alkyd Primer/Alkyd Low Luster Metal & Wood Enamel
- DOOR KICK PLATE:** 12" Wide, 3/4" 304 stainless steel (3 required).
- PRESSURE TANK:** Precharged Single-Diaphragm, Five Gallon Equivalent, Steel, 304 SS Connections for 3/4" NPT, Inc. back flow/check valve to maintain pressure to flushometers.
- ATTIC ACCESS LADDER:** 10', 30", Wood, 350 Lb. Capacity, Grooved Wire Rod Reinforced Steps, Heavy Duty Hinges, Full Grip Hand Rail.
- ASPHALT SHRINGLE:** Architectural/Laminated/Three Dimensional, Algae & Fungus Resistant, 20 Year Warranty, 140 MPH System Rated.
- ELECTRICAL RECEPTACLES:** None in restrooms. 20A Ivory, Commercial Duplex w/1 gang midway nylon wall plate.
- TOILET PAPER DISPENSER:** TO BE PROVIDED AND INSTALLED BY TOWN.



**FLOOR PLAN-ELECTRICAL**  
 SCALE: 1/8"=1'-0"

*Richard D. Patton*  
 10/10/11

BERT BOSTROM PARK  
 RESTROOM/STORAGE BUILDING  
 DESIGN BUILD  
 TOWN OF LAKE PARK  
 HARDWARE-ACCESSORIES / ELECTRIC  
 SCALE: AS NOTED  
 DRAWN: RDP  
 DATE: 05/11/11  
 SHEET: # 101-2012  
 4 OF 4

THESE ENGINEER & SEALED DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND DO NOT REPRESENT ALL CODE REQUIREMENTS AND DESIGN CRITERIA REQUIRED FOR BUILDING DEPARTMENT APPROVAL. CONSULTING ENGINEER FOR AWARDING THE PROJECT IS REQUIRED TO HAVE PLANS PREPARED SUITABLE FOR BUILDING DEPARTMENT PERMIT APPROVAL.

PROOF OF PUBLICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared **Ellen Sanita**, who on oath says that she is **Call Center Revenue Manager** of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a **Bid** in the matter **#101-2012** was published in said newspaper in the issues of **December 4, 2011**. Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties.



Sworn to and subscribed before 5<sup>th</sup> day of December, A.D. 2011.  
Who is personally known to me.



NOTARY PUBLIC-STATE OF FLORIDA  
 **Karen M. McLinton**  
Commission #DD832672  
Expires: NOV. 15, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

NO. 6407425  
TOWN OF LAKE PARK  
NOTICE TO BIDDERS  
NOTICE IS HEREBY GIVEN that the  
Town of Lake Park, Florida will be  
accepting sealed bids for:  
**BERT BOSTROM PARK  
RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)**  
TOWN OF LAKE PARK  
Town Bid No. 101-2012

The project consists of preparing construction plans suitable for construction permitting purposes and constructing an approximate 20'-6" x 25' CBS ADA compliant restroom/storage building based on criteria provided in the bid documents. The project location is Bayberry Drive at 6th Street in Lake Park. The new building will occupy a site of an existing building to be demolished by the Town. Utility connections are in close proximity. The construction budget is \$53,000. Firms bidding this project must be qualified under F.S. 287.05(2)(h) (the Consultants' Competitive Negotiation Act) which defines a "design-build firm".

This project is funded by a COMMUNITY DEVELOPMENT BLOCK GRANT administered thru Palm Beach County Department of Housing and Community Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women owned, minority, and/or disadvantaged businesses are encouraged to bid on this project.

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m., on January 9, 2012 at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

Project Documents  
Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. - 5:00 p.m., Monday-Friday, upon payment of a \$20.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

Pre-Bid Conference

A mandatory Pre-Bid Conference is scheduled for 11:00 a.m., December 21, 2011 in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents

Envelope containing bid must be sealed and be clearly marked, "BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN-BUILD) TOWN OF LAKE PARK, Town Bid No. 101-2012."

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. Guaranty Bonds in the form of Performance Bond and Payment Bond, in an amount equal to 100% of the contract will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the instructions to Bidders.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on January 9, 2012. Award of bid will be made at a Town Commission meeting.

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

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

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez Lemley, Town Clerk  
Town of Lake Park, FLORIDA  
PUB: The Palm Beach Post  
December 4, 2011



December 30, 2011



Arts  
District



Commerce  
District



Hometown  
District

**ADDENDUM NO. 1  
TOWN OF LAKE PARK  
BERT BOSTROM PARK  
RESTROOM-STORAGE BUILDING  
BID NO. 101-2012**

**BERT BOSTROM RESTROOM-STORAGE BUILDING**

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for ***BERT BOSTROM PARK RESTROOM-STORAGE BUILDING, Town of Lake Park Bid No. 101-2012***

BOUND CONTRACT DOCUMENT:

PAGE 9, the fifth bullet from the top of the page should be changed to read: Attendance of a pre-construction meeting with the Palm Beach County Dept. of Housing and Community development to review procedures and payroll report requirements to meet Davis-Bacon grant requirements.

A question was asked at the pre-bid meeting referring to NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY; page PBC 1 of 1, and the *Goals for minority participation for each trade*. Question: "What is the expectation to have minority participation for each trade?" Response: "The goals are 22.4% for minority and 6% for female and are applicable to all the Contractor's construction work for each trade for the life of the project."

PAGE 15, CONTRACT TIME, DELETE THE FIRST SENTENCE. ADD THE FOLLOWING: The time for completion of the construction phase shall be ninety (90) calendar days from an agreed upon date following the receipt of the building permit, not to exceed fifteen calendar days. Commencing upon receipt of a Town purchase order, twenty-one calendar days is allotted for the design phase and submittal to the Town's Building Department for a building permit.

PAGE 15, CONTRACT TIME, ADD THE FOLLOWING:

The Contractor awarded this project shall provide a detailed construction schedule in a format acceptable to the Town. The schedule shall be provided at the time of submittal of the performance bond and insurance certificate.

Addendum No. 1 (Cont.)

PAGE 15, PAYMENT, ADD THE FOLLOWING:

- The Contractor awarded this project shall provide a detailed schedule of values for approval before their first application for payment.

PAGE 25, SCOPE OF WORK, Add the following:

TOWN PROVIDED SERVICES

- The Town will provide a property survey to accompany the construction plans submitted for permit if required by the Building Official.
- The Town will provide a geotechnical report to accompany the construction plans submitted for permit if required by the Building Official.
- Demolition and removal of existing building.
- Provide & deliver fill material to the site (Contractor to distribute and compact).
- New electrical conduit from the electrical panel to the vicinity of the new building if the existing conduit is determined to be unsuitable.

PLAN SET:

Sheet 2 of 4: ADD NOTE: Existing sanitary sewer will be capped in advance of demolition of the existing building. The plumbing subcontractor shall include in the new installation a clean out at the point of reconnection to the existing sanitary sewer.

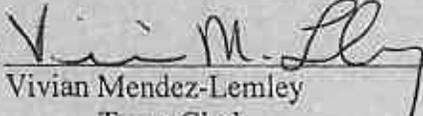
Sheet 2 of 4: ADD NOTE: Interior walls separating public/non-public spaces shall meet the code required one hour fire rating.

Sheet 4 of 4: ADD NOTE: The Town will provide a new electrical conduit from the electrical panel to the vicinity of the new building if the existing conduit is determined to be unsuitable.

.....

Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
December 30, 2011

Signed By:   
Vivian Mendez-Lemley  
Town Clerk

Bidder:

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

End of Addendum #1



Arts  
District



Commerce  
District



Hometown  
District

BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
TOWN BID NO. 101-2012  
RESPONSE TO RFI

December 30, 2011

The following questions were submitted to the Town Clerk prior to end of day Dec.29, 2011.

1. What is the purpose of allowing "Alternate Bids" as described on page 11 of the Instruction to Bidders?

Response: The budget is \$53,000. It may be in the best interest of the Town to consider an alternate bid if no bids are received within or close to the budget.

2. Will the fill brought in by the Town be spread by the Town or Contractor?

Response: Contractor.

3. For Alternate #3, what do you mean by grading?

Response: The new sidewalk will be slightly higher than the current adjacent ground level. The Town will provide the fill needed for the contractor to spread, compact and "harmonize" with adjacent ground in preparation for placing sod.

4. For the base bid, what condition is the area to be left in, as far as grading is concerned.

Response: Keep in mind that the Town will be demolishing the building prior to the contractor commencing work. The contractor will be expected to "harmonize" fill adjacent to new construction, remove rubble/debris created by the contractor and smooth out ruts. The contractor will be expected to confine access across the sidewalk and grassed areas.

5. Is Builder's Risk Insurance required?

Response: No. Builder's Risk insurance is an option of the contractor.

6. Are the fiber cement panels on the ceiling to be smooth?

Response: Contractor's option.

End of Response to RFI

Prepared by: Richard Pittman  
CRA Project Manager

**OWNER:**

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

**PROJECT :**

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)**

**TOWN OF LAKE PARK**

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**Prepared by:**

**TOWN OF LAKE PARK  
Richard Pittman, CRA Project Manager  
650 Old Dixie Highway  
Lake Park, Fl. 33403  
Tel. 561-881-3347  
Fax 561-881-3349  
Email: rpittman@lakeparkflorida.gov**

**Town of Lake Park Bid No. 101-2012**

**Date of Bid Advertisement: December 4, 2011**

.....  
**Firms bidding this project must be qualified under F.S. 287.055(2)(h) (the Consultants' Competitive Negotiation Act) which defines a "design-build firm". See NOTICE TO BIDDERS, BIDDERS UNDERSTANDING and INSTRUCTIONS TO BIDDERS.**  
.....

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

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)**

**TOWN OF LAKE PARK**

**Contract Documents**

**Town of Lake Park Bid No. 101-2012**

Date of Bid Advertisement: December 4, 2011

PROJECT DATA

Project Title: Bert Bostrom Park Restroom –Storage Building  
(Design Build)  
Town of Lake Park

Project Number: Town Bid No. 101-2012

Project Location: Bayberry Drive at 6<sup>th</sup> Street.

Project Owner: Town of Lake Park

Town Commission: James DuBois, Mayor  
Kendall Rumsey, Vice Mayor  
Tim Stevens, Commissioner  
Steve Hockman, Commissioner  
Jeanine Longtin, Commissioner

Owner's Representative: Maria V. Davis  
Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

Project Manager: Richard Pittman  
CRA Project Manager  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Phone: (561)881-3347  
Fax: (561)881-3349

**END OF PROJECT DATA**

## TABLE OF CONTENTS

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Page	3	Project Data
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Pages	10 to 17	Instruction to Bidders
PBC	Palm Beach County	provided pages-Special Conditions (Davis-Bacon Requirements)
PBC	1 to 11	Section Subrecipient Requirements
PBC	1 to 2	Requirements for Federally Funded Projects (Design-BuildProject)
PBC	1	Notice of Requirement for Affirmative Action
PBC	1 to 2	Equal Employment Opportunity Clause
PBC	1 to 5	Standard Federal Equal Employment Opportunity Construction Contract Specifications
PBC	1	Public Entity Crimes
PBC	1	Section 3 Clause
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Page	25	Scope of Work
Page	26	Technical Specifications
Page	27	Bid Form
Page	28	Schedule of Bid Items
Page	29	Clarification/Exceptions
Page	30	List of Subcontractors
Page	31	Certification of Drug Free Workplace Program
Page	32	List of References
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**Separate from bound contract: Plan Sheets as listed on page 5, List of Drawings**

LIST OF DRAWINGS

BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)

TOWN OF LAKE PARK  
TOWN BID NO. 101-2012

SHEET NO.	TITLE
1	Cover Sheet/Plan Set Index
2	Site Plan/Floor Plan
3	Building Section/Profile
4	Hardware-Accessories/Electrical

END OF LIST OF DRAWINGS

**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

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

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)  
TOWN OF LAKE PARK  
Town Bid No. 101-2012**

The project consists of preparing construction plans suitable for construction permitting purposes and constructing an approximate 20'-6" x 25' CBS ADA compliant restroom/storage building based on criteria provided in the bid documents. The project location is Bayberry Drive at 6<sup>th</sup> Street in Lake Park. The new building will occupy a site of an existing building to be demolished by the Town. Utility connections are in close proximity. The construction budget is \$53,000. Firms bidding this project must be qualified under F.S. 287.055(2)(h) (the Consultants' Competitive Negotiation Act) which defines a "design-build firm".

**This project is funded by a COMMUNITY DEVELOPMENT BLOCK GRANT administered thru Palm Beach County Department of Housing and Community Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women owned, minority, and/or disadvantaged businesses are encouraged to bid on this project.**

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m., on January 9, 2012 at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

**Project Documents**

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a \$20.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

**Pre-Bid Conference**

A mandatory Pre-Bid Conference is scheduled for 11:00 a.m., December 21, 2011 in the Town Hall Commission Chambers, Lake Park, Florida.

**Bid Documents**

Envelope containing bid must be sealed and be clearly marked, "BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN-BUILD) TOWN OF LAKE PARK, Town Bid No. 101-2012."

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. Guaranty Bonds in the form of Performance Bond and Payment Bond, in an amount equal to 100% of the contract will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instructions to Bidders.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on January 9, 2012. Award of bid will be made at a Town Commission meeting.

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

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

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

  
Vivian Mendez Lemley, Town Clerk  
Town of Lake Park, FLORIDA

Published on: December 4, 2011  
Palm Beach Post

## BIDDERS UNDERSTANDING

### MANDATORY REQUIREMENTS:

- Firms bidding this project must be qualified under F.S. 287.055(2)(h) and more specifically F.S. 489.119, F.S. 471.023, F.S. 481.219 or F.S. 481.319.
- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, or phone bids will be accepted.
- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

**Bert Bostrom Park Restroom-Storage Building (Design-Build)**

**Town of Lake Park, Florida**

**Bid No. 101-2012**

**Attn: TOWN CLERK**

- PRE-BID CONFERENCE

There is a **MANDATORY** pre-bid conference/site inspection scheduled for this project, to be held at 11:00 a.m. on December 21, 2011 at the Town Hall Commission Chambers, Lake Park, Florida. Town representatives will assemble at the Commission Chamber to provide a brief description of the project then reconvene at the project site. The purpose of the pre-bid conference is to answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are **REQUIRED** to attend or be represented at the pre-bid, to glean additional information about the project, and to insure any clarifications are given and questions are answered. At the pre-bid, interested companies will have the opportunity to inspect the site, familiarize themselves with the requirements, and to insure all items affecting the bidding/costing of the project are considered.

### PURPOSE OF BID

**The sole purpose of this bid is to provide for the design, permitting and construction of a ADA compliant restroom storage building as described in the Scope of Work section of this solicitation.**

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

### DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees to **not** commence work without the following:

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Approved permit for the project
- Receipt of a Town Purchase Order, referencing the project
- Attendance of a pre-bid meeting with the Palm Beach County Dept. of Housing and Community Development to review procedures and payroll report requirements to meet DAVIS-BACON grant requirements
- Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will Serve as the NTP unless otherwise agreed.

### **REQUIRED SUBMITTAL ITEMS**

**By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:**

**ONE (1) ORIGINAL and TWO (2) COPIES of the following documents:**

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- \*Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Nonsegregated Facilities
- Workforce Projection

**ONE (1) ORIGINAL OR COPY of the following documents:**

- **Bid Bond**, (see Instructions to Bidders, paragraph 2)

*\*Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

## INSTRUCTIONS TO BIDDERS

### 1. BIDDER'S UNDERSTANDING (Additional)

Firms bidding this federally funded project shall be considered a "design-build" firm under F.S. 287.055(2)(h)(the Consultants' Competitive Negotiation Act) which defines a "design-build firm" and being a partnership, corporation, or other legal entity that:

- a. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- b. Is certified under s. 471.023 to practice or offer to practice engineering; certified under s. 481.219 to practice or to offer practice architecture; or certified under s. 481.319 to practice or to offer practice landscape architecture.

Bidders shall visit the work site to ascertain by inspection pertinent local conditions. They must also carefully examine all plans, specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

### 2. BOND REQUIREMENTS

- A. BID SURETY - If your bid price to perform the requirements of this solicitation is equal to or exceeds \$25,000, then you are required to submit a bid surety with your bid in an amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, cash, a cashier's check or money order made out to The TOWN OF LAKE PARK (referencing the project), or a construction bid bond. If a construction bid bond is submitted, the bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

- B. PERFORMANCE AND PAYMENT BONDS- see 'Contract Agreement Information' section.

### 3. PREPARATION OF BIDS

- A. Bids shall be submitted in triplicate, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

- B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.
- C. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the Town of Lake Park. The Town reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

4. **BIDDERS SUBMITTING MORE THAN ONE BID**

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

5. **REJECTION OF BIDS**

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6. **AWARD OF CONTRACT**

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder, or in the opinion of the Town, to the company whose bid is

most advantageous, and provides the best value. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.

- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. The Town Commission and Palm Beach County Dept. of Housing & Community both have to approve a recommendation of award. Having received a Notice of Award, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-lowest Bidder. See paragraph 9.

7. **GUARANTEE**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed. Labor and materials shall be warranted for a period of one year from the date of substantial completion.

8. **RETURN OF BID SURETY**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be available for return upon the delivery of acceptable performance and payment bonds.

9. **EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Award. In case of failure on the part of the Contractor to comply as required, the bid surety (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

10. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

11. **POWER OF ATTORNEY**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 2).

12. **ADDENDA -- CHANGES WHILE BIDDING**

**It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

13. **DAVIS/BACON ACT**

This project is funded in part by Community Development Block Grant funds. Wage rate requirements and other **DAVIS-BACON & RELATED ACTS** will apply. The Contractor awarded this project will be required to have payroll report submittals properly compliant prior to partial and final payments being made. SEE SPECIAL CONDITIONS SECTION OF THIS DOCUMENT FOR THE REQUIREMENTS. The contractor awarded the contract shall attend a preconstruction meeting with Palm Beach County Housing and Community Development staff to go over Davis-Bacon requirements.

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**SUGGESTION FOR HUD SECTION 3 SUBRECIPIENT REQUIREMENTS:**

The local Workforce Alliance, Inc. may be able to assist with recruiting from low income populations. Contractors can contact:

Maryann Macdonald Garrett, FCWP-1  
Welfare Transition Program Director  
Workforce Alliance, Inc.

Region #21, Palm Beach County Tel. (561) 340-1061 X 2203, Fax (561) 340-1062

Given a VERY SPECIFIC set of criteria (skills, abilities, capacity requirements) and number of candidates a contractor is willing to interview, Workforce Alliance may be able to screen potential candidates to interview for the position. An up front specific number of candidates the contractor is willing to interview as part of the criteria they establish for the position (s) will avoid mis-understanding in the process.

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**14. PROTEST PROCEDURE**

Protests may only be filed by a firm which has submitted a timely bid.

Protests must be addressed to the TOWN OF LAKE PARK Town Manager, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the Town Clerk within five (5) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written recommendation of contract award has been posted on the Town's website. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. The protest is considered filed when it is received by the Town Clerk at the location where bids were received. Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

**15. FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

**16. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

**17. 'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

18. **FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):**  
**('PUBLIC ENTITY CRIMES')**

'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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit

bids 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

19. **LIQUIDATED DAMAGES**

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, Fifty Dollars (\$50.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre-construction meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$50/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing. Substantial completion shall be the date the certificate of occupancy (C of O) is issued.

20. **CONTRACT TIME**

The time for completion of the contract shall be ninety (90) calendar days. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.

21. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due *20 days after it is stamped as "received" by the Town*. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being

stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show 10% retainage of the total value of the work complete.

**22. APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

**23. RIGHT TO INSPECT**

The Town may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the Town.

**24. RIGHT TO AUDIT RECORDS**

- 1) **Audit of Cost or Pricing Data:** The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.
- 3) **Contractor Records:** If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions:
  - A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books,

documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

25. **ADDITIONAL INFORMATION**

Requests for additional information should be referred to Richard Pittman, CRA Project Manager, at (561)881-3347.

End of Instructions to Bidders

**SECTION 3**  
**SUBRECIPIENT REQUIREMENTS**

**PURPOSE**

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that employment and other economic opportunities generated through the use of federal funds (CDBG) shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low-and very-low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very-low-income persons.

**APPLICABILITY/COVERED PROJECTS**

Section 3 applies to training, employment, contracting, and other economic opportunities arising in connection with expenditure of CDBG funds. Covered projects that are funded in part or in whole with CDBG funds include contracts, subcontracts, and professional service agreements, awarded for:

- 1) construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards).
- 2) public construction which includes buildings or improvements regardless of ownership.

The above includes management and administrative jobs including architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups, and jobs directly related to administrative support of these activities, e.g. construction manager, relocation specialist, payroll clerk, etc.

Exclusions from the above are:

- 1) contracts awarded under HUD's procurement program which are governed by the Federal Acquisition Regulation System (48 CFR, Chapter 1).
- 2) contracts for the purchase of supplies and materials. However, whenever a contract for materials (or equipment) includes the installation, the contract constitutes a Section 3 covered project, and is consequently not excluded.

**DEFINITIONS**

**A. SUBRECIPIENT:**

For the purposes of Section 3, a subrecipient is any entity which receives CDBG funds from Palm Beach County Department of Housing and Community Development (HCD) for Section 3 covered projects including, but not limited to, any State, unit of local government, public housing authority, or other public body, public or private nonprofit organization, private agency or institution, developer, builder, property manager, and community housing development organization.

**B. SECTION 3:**

Means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701u) (24CFR Part 135).

**C. SECTION 3 RESIDENT:**

Means:

- 1) a resident of public housing (24 CFR Part 963), or
- 2) a resident of Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County.

(Note: Information on income limits at 80% of median income for Palm Beach County, by household size, is available through HCD and provided in the accompanying chart. As this information is periodically revised by HUD, subrecipients shall assure that they have current information for use on their projects).

**D. SECTION 3 BUSINESS CONCERN:**

Means any entity which contracts to perform work generated by the expenditure of CDBG funds, which is a business entity formed in accordance with state law, and which is licensed under state, county, or municipal law to engage in the type of business activity for which it was formed. A Section 3 Business Concern is further defined as a business concern:

- 1) that is 51% or more owned by Section 3 Residents, or
- 2) whose permanent full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were Section 3 Residents, or
- 3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the above two definitions.

**E. NEW HIRES:**

Means full-time employees for permanent, temporary or seasonal employment opportunities.

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**SUBRECIPIENT OBLIGATIONS**

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**A. DISCLOSURE OF APPLICABILITY:**

Subrecipients shall in every bid solicitation for every Section 3 covered project disclose to bidders the applicability of Section 3 to any such project and include the Section 3 clause shown below in its entirety in any such bid solicitation. Subrecipients may include further information on Section 3 in the bid solicitation documents, or indicate in such documents that Section 3 information is available at the Subrecipient offices for review by any bidder.

**B. SECTION 3 CLAUSE IN EVERY CONTRACT:**

Every contract awarded by Subrecipients for a Section 3 covered project shall include the following Section 3 clause in its entirety:

**Section 3 Clause:**

- 1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very-low income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- 6) Noncompliance with HUD'S regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**C. SUBRECIPIENT GOALS:**

Subrecipients may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. The numerical goals established below represent minimum numerical targets.

- 1) **Training and Employment.** Subrecipients and their contractors and subcontractors may demonstrate compliance with this requirement by committing to employ Section 3 Residents amounting to 30% of the aggregate number of new hires generated by Section 3 covered Projects.

- 2) **Contracts.** The numerical goals set forth below apply to contracts awarded in connection with all Section 3 covered activities. Subrecipients and their contractors and subcontractors may demonstrate compliance with the below requirements by committing to award to Section 3 Business Concerns:
  - At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
  - At least 3% of the total dollar amount of all other Section 3 covered contracts.

In the absence of evidence to the contrary, a subrecipient that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 preference requirements. In evaluating compliance, a subrecipient that has not met the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet these numerical goals. Such justification may include impediments encountered despite actions taken. A subrecipient may also indicate other economic opportunities, such as those listed below, which were provided in its efforts to comply with Section 3 and the requirements listed below.

#### **D. SUBRECIPIENT RESPONSIBILITIES:**

Each subrecipient has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

- 1) Implementing procedures designed to notify Section 3 Residents about training and employment opportunities generated by Section 3 Business Concerns about contracting opportunities generated by Section 3 covered assistance;
- 2) Notifying potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause set forth above in all solicitations and contracts.
- 3) Facilitating the training and employment of Section 3 Residents and the award of contracts to Section 3 Business Concerns by undertaking activities such as described in the Appendix to this document, as appropriate, to reach the goals set forth above. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 Residents and contract award to Section 3 Business Concerns that exceed those specified above.
- 4) Assisting and actively cooperating with the Assistant Secretary of HUD in obtaining the compliance of contractors and subcontractors with the requirements of Section 3, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- 5) Documenting actions taken to comply with the requirements set forth in this document, the results of actions taken, and impediments, if any.

#### **E. PREFERENCE FOR SECTION 3 RESIDENTS:**

Subrecipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 Residents in the order of priority provided below.

Priority consideration shall be given, where feasible to:

- 1) Section 3 Residents residing in the service area or neighborhood in which the Section covered project is located (collectively, referred to as category 1 residents); and
- 2) Participants in HUD Youthbuild programs (category 2 residents).
- 3) Where the Section 3 project is assisted under The Stewart B. McKenney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;
- 4) Other Section 3 Residents.

Subrecipients may at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the Section 3 covered project is located.

A Section 3 Resident seeking the preference in training and employment described above shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined above.

Nothing in the above shall be construed to require the employment of a Section 3 Resident who does not meet the qualifications of the position to be filled.

#### **E. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:**

Subrecipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided below.

Priority consideration shall be given, when feasible, to:

- 1) Section 3 Business Concerns that provide economic opportunities for Section 3 Residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 business); and
- 2) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3) Other Section 3 Business Concerns.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested that the business concern is a Section 3 Business Concern as defined above. A Section 3 Business Concern seeking a contract or subcontract shall submit evidence to the Subrecipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to reform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

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## **PROVIDING OTHER ECONOMIC OPPORTUNITIES**

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In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a subrecipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards in connection with Section 3 covered assistance.

- 1) Other economic opportunities to train and employ Section 3 Residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; Section 3 Residents in management and maintenance positions within other housing developments; and hiring Section 3 Residents in part-time positions.
- 2) A subrecipient or contractor may provide economic opportunities to establish, stabilize or expand Section 3 Business Concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned business and use of procedures in 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A subrecipient contractor may employ these methods directly or may provide incentives to Non-Section 3 Businesses to utilize such methods to provide other economic opportunities to low-income persons.

A Section 3 joint venture means an association of business concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:

- 1) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- 2) Performs at least 25 percent of the work and its contractually entitled to compensation proportionate to its work.

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## **REPORTING REQUIREMENTS**

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Subrecipients shall submit the enclosed Section 3 Subrecipient Report for each contract or agreement funded in part or in whole through HCD. Said report shall accompany the final reimbursement request submitted by the subrecipient for each such contract or agreement. Furthermore, for each covered project, the subrecipient shall also submit a letter with the report that is submitted for the final reimbursement request of the last contract or agreement being funded for the project through HCD. The letter shall indicate what goals have been met by the subrecipient as required herein, and if not entirely met, the letter should demonstrate why it was not feasible to meet these goals, document actions taken to comply, the results of actions taken, and impediments, if any.

For example, a subrecipient is being funded for a certain project by HCD. The project includes an agreement with a consultant for services and a construction contract with a contractor. The consultant's work is completed first. The subrecipient would submit the above mentioned report for the consultant's agreement with the consultant's final reimbursement request. Then, when the construction contract is completed, the subrecipient would submit the report for the construction contract with the stated letter.

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## **COMPLAINTS**

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Complaints alleging noncompliance with Section 3 (24 CFR Part 135) may be filed with the Assistant Secretary of HUD, for Fair Housing and Equal Opportunity by any Section 3 Resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from Section 3 covered projects, or by a representative who is not a Section 3 Resident but who represents one or more Section 3 residents. Similarly complaints may be filed by any Section 3 Business Concern on behalf of itself, or as a representative of other Section 3 Business Concerns similarly situated, seeking contract opportunities generated from Section 3 covered projects, or by an individual representative of Section 3 Business Concerns. Where to file, time of filing, content of complaints, and other related matters are contained in the regulations at 24 CFR Part 135.

No subrecipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under the Section 3 regulations. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of the Section 3 regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder. Nothing herein precludes a Section 3 Resident or Section 3 Business Concern from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

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## **APPENDIX**

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### **A. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS:**

- 1) Entering into "first sources" hiring agreements with organizations representing Section 3 Residents.
- 2) Sponsoring a HUD certified "Step-Up" employment and training program for Section 3 Residents.
- 3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 Residents in the building trades.
- 4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in 135.34) reside.

- 5) Advertising the training and employment positions by posting flyers (which identify the position to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other subrecipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- 6) Contacting resident councils, resident management corporations. Or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- 8) Arranging assistance in conducting job interviews and the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- 9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a subrecipient or contractor representative or representatives.
- 10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- 11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- 12) Consulting with State and local agencies administering training programs funded through TPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Residents for the HA's or contractor's training and employment positions.
- 13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 Business Concerns identified in part 135), that will undertake, on behalf of the HA, other subrecipients or contractor, the efforts to match eligible and qualified Section 3 Residents with the training and employment positions that the HA or contractor intends to fill.
- 15) For an HA, employing section residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and 905.201(a)(6).)

- 16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 Residents for future employment positions.
- 17) Undertaking job counseling, education and related programs in association with local educational institutions.
- 18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
- 19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 Residents to be trained or employed on the Section 3 covered assistance.
- 20) Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

**B. EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS:**

- 1) Utilizing procurement procedures for Section 3 Business Concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans.
- 2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 3) Contracting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 business which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- 4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- 5) Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitations or request for proposals.
- 6) Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7) Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.
- 8) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 Business Concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 9) Advising section 3 business concerns as to where they may seek assistance in overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 10) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.

- 11) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.
- 12) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 13) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 14) Developing a list of eligible Section 3 Business Concerns.
- 15) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 16) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 Businesses Concerns.
- 17) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 18) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 19) Actively supporting joint ventures with Section 3 Business Concerns.
- 20) Actively supporting the development or maintenance of business incubators which assist Section 3 Business Concerns.

Issued on: February 20, 1997

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**SECTION 3**  
**PALM BEACH COUNTY INCOME LIMITS**

FOR  
WEST PALM BEACH - BOCA RATON  
METROPOLITAN STATISTICAL AREA  
AS OF MAY 31, 2011

<b>NUMBER OF PERSONS IN HOUSEHOLD</b>	<b>INCOME LIMIT AT 80% OF MEDIAN INCOME</b>
1	\$42,650
2	\$48,750
3	\$54,850
4	\$60,900
5	\$65,800
6	\$70,650
7	\$75,550
8	\$80,400

**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS  
(DESIGN-BUILD PROJECT)**

<b>PROJECT NAME:</b>	<b>Town of Lake Park - Bert Bostrom Park Restrooms</b>
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this solicitation document/contract, the requirements contained herein shall govern.

The contract resulting from this solicitation shall be a "Design-Build Contract", as defined by Florida Statute 287.055, meaning a single contract with a "Design-Build Firm" for the design and construction of a public construction project. A "Design-Build Firm", as defined by Florida Statute 287.055, means a partnership, corporation, or other legal entity that 1) Is certified under Florida Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or 2) Is certified under Florida Statute 471.023 to practice or to offer to practice engineering; certified under Florida Statute 481.219 to practice or to offer to practice architecture; or certified under Florida Statute 481.319 to practice or to offer to practice landscape architecture.

**Note: This document must be included in the solicitation documents for this project, and it must be made part of the contract/subcontracts for the project.**

**1. General Requirements:**

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Public Entity Crimes - Section 287.133, Florida Statute
- Bonding Requirements
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

**2. Forms to be completed and submitted by all bidders/proposers:**

The following forms are attached:

- Noncollusion Affidavit
- Anti-kickback Affidavit
- Certification of Eligibility of Design-Build Firm
- Certification of Nonsegregated Facilities
- Workforce Projection

3. **Form for the successful Design-Build Firm for use by subcontractors/subconsultants after award of the Design-Build Contract:**  
The following form is attached:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.
4. **Report to be submitted to County by the successful bidder after contract award:**
- Contract Award Report to be submitted as follows:
    - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
    - with the final payment request
- (The attached form has been condensed, ask County for a larger form on legal size paper)*
5. **Davis-Bacon Act**  
Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. Attached are the pertinent forms:
- Display of Posters
  - Federal Labor Standards Provisions - Form HUD-4010
  - Guidance to Contractor for Compliance with Labor Standards Provisions
  - The applicable wage decision(s) shown below are attached:

<b>Wage Decision(s) No.:</b>	<b>FL100131 Mod-7: Building</b>
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for minority participation for each trade</u>	<u>Goals for female participation in each trade</u>
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**  
**FOR CONTRACTS SUBJECT TO EXECUTIVE**  
**ORDER 11246**

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, 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, 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 compensating; 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 by the contracting officer 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, or national origin.
3. 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**  
**CONSTRUCTION CONTRACT SPECIFICATIONS**  
**(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Island (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with what ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.



12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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**PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

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**SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

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**NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

**SECTION 3 CLAUSE**

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

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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**WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS**

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

**BONDING REQUIREMENTS**  
**CONSTRUCTION CONTRACTS**

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts exceeding \$100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts valued at \$100,000 or less.

**1. BID SECURITY (BID GUARANTEE)**

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Each bid shall be accompanied by a certified check, cashiers check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

**2. BONDS**

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

**LEAD-BASED PAINT POISONING PREVENTION ACT**

- References:
- 24 CFR Part 570
  - 24 CFR Part 35
  - Lead-Based Paint Poisoning Prevention Act, as amended
  - Residential Lead-Based Paint Hazard Reduction Act of 1992
  - 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

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**COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 pf Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued thereunder.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

CONTRACT AWARD REPORT FOR DESIGN-BUILD PROJECTS

<b>Project Name:</b>		<b>Report Date:</b>	
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Design-Build Firm Information: for the design-build contract funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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Subcontractor Information: construction sub-contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address					
									Name	Street	City	State	Zip Code	
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Other Contractor Information: non-construction contracts/subcontracts funded in whole or in part by HCD (such as consultants, subconsultants, engineers, architects, surveyors, etc.)

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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- (A) Type of Trade Codes:  
 Concern: Enter Yes or No  
 1 = New Construction  
 2 = Substantial Rehab  
 3 = Repair  
 4 = Service  
 5 = Project Mangt.

- (B) Racial/Ethnic Codes  
 6 = Professional  
 7 = Tenant Services  
 8 = Education/Training  
 9 = Arch./Engng./Appraisal  
 0 = Other

- (C) Section 3 Business  
 1 = White Americans  
 2 = Black Americans  
 3 = Native Americans  
 4 = Hispanic Americans  
 5 = Asian/Pacific Americans

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**  
(for use by subcontractors/subconsultants)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.  
Further, I, we, provide the certification set out below:  
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this bid/proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this bid/proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name and Title	Signature	Date
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**DISPLAY OF POSTERS**

The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24" x 36" display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Housing and Community Development.

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by Palm Beach County Housing and Community Development at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Housing and Community Development.

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# Federal Labor Standards Provisions

U.S. Department of Housing  
And Urban Development

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1: (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**A.2: (l) Withholding.** HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**A.3: (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanic affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs.

(Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(II)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(l) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> Or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

#### **A.4: Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**A.5: Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**A.6: Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, 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 the contract with all the contract clauses in this paragraph.

**A.7: Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**A.8: Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

**A.9: Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**A.10: (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

**A.11: Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act** The provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontracting 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 subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of 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 Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

### **C. Health and Safety**

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Form HUD-4010 (06/2009)  
ref. Handbook 1344.1**

## **GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS**

### **A. Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

### **B. Complying with Minimum Hourly Amounts**

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

### **C. Overtime**

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the

Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

### **D. Deductions**

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

### **E. Classifications Not Included in the Wage Decision**

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

### **F. Supervisory Personnel**

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

### **G. Sole Proprietorships / Independent Contractors / Leased Workers**

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

### **H. Apprentices / Helpers**

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

General Wage Decision Number: **FL100131**

11/18/2011 **FL131**

Superseded General Decision Number: FL080131

State: Florida

Construction Type: **BUILDING**

Counties in Florida:

**PALM BEACH**

**BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).**

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/23/2010
3	10/29/2010
4	01/21/2011
5	07/22/2011
6	09/16/2011
7	11/18/2011

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COUNTY: PALM BEACH

ELEC0728-004 08/31/2009

	Rates	Fringes
ELECTRICIAN, excluding installation of HVAC temperature control	\$28.46	\$8.56

ELEV0071-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC	\$37.69	\$21.985+ a

Footnote for Elevator Constructors:

A: Employer contributes 8% of basic hourly rate for 5 years or more of service, or 6% of basic hourly rate for 6 months to 5 years of service, as Vacation Pay Credit; Paid Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

ENGI0487-011 01/01/2010

	Rates	Fringes
OPERATOR: Concrete Pump with boom attachments when manned with one operator	\$28.30	\$8.78
OPERATOR: Concrete Pump with boom attachments with two operators	\$25.05	\$8.78
OPERATOR: Crane All Tower Cranes (must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All cranes with boom length 150 feet and over (with or without jib) Friction, Hydro, Electric, or otherwise; Cranes 150 tons and over (must have 2 operators); Cranes with 3 drums (when 3 <sup>rd</sup> drum is rigged for work); Gantry and Overhead Cranes; Hydro Cranes over 25 tons but not more than 50 tons (without Oiler Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when approved by union; and all type of Flying Cranes; Boom Truck	\$28.30	\$8.78
OPERATOR: Crane Cranes with boom length less than 150 feet (with or without jib); Hydro Cranes 25 tons and under, and over 50 tons (with Oiler/Apprentice); Boom Truck	\$27.57	\$8.78
OPERATOR: Mechanic	\$27.57	\$8.78
OPERATOR: Oiler	\$22.24	\$8.78

IRON0402-002 04/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING, and STRUCTURAL	\$22.22	\$7.65

LABO1652-001 05/01/2009

	Rates	Fringes
LABORER: Form worker	\$14.00	\$4.67

PAIN0452-005 08/01/2010

	Rates	Fringes
PAINTER: Steel only	\$16.00	\$6.20

SFFL0821-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (fire sprinkler)	\$25.20	\$15.90

SHEE0032-004 01/01/2009

	Rates	Fringes
SHEETMETAL WORKER, (HVAC duct installation only)	\$24.42	\$11.36

SUFL2009-028 05/22/2009

	Rates	Fringes
BRICKLAYER	\$18.93	-
CARPENTER, including acoustical ceiling installation (excluding drywall hanging and form work)	\$15.89	\$1.05
CEMENT MASON/CONCRETE FINISHER	\$14.00	-
DRYWALL HANGER	\$13.93	\$0.84
FENCE ERECTOR	\$15.50	\$0.30
FLOOR LAYER: Carpet	\$19.00	\$2.10
GLAZIER	\$16.93	\$2.68
HVAC MECHANIC (HVAC pipe installation only)	\$17.75	\$2.62

HVAC MECHANIC (HVAC system installation only)	\$18.61	\$2.70
HVAC MECHANIC (installation of HVAC temperature controls)	\$16.87	\$2.16
INSTALLER - OVERHEAD DOOR	\$14.40	-
LABORER: Asphalt Raker	\$10.40	-
LABORER: Asphalt Shoveler	\$7.88	-
LABORER: Common or General	\$9.84	\$0.84
LABORER: Concrete Saw	\$12.63	-
LABORER: Landscape and Irrigation	\$9.91	\$0.41
LABORER: Mason Tender - Brick	\$10.75	-
LABORER: Mason Tender - Cement/Concrete	\$12.83	\$1.90
LABORER: Pipelayer	\$12.67	\$1.17
LABORER: Roof Tearoff	\$8.44	-
MECHANICAL INSULATOR, including duct and pipe	\$13.98	\$2.07
OPERATOR: Asphalt Spreader	\$11.41	-
OPERATOR: Backhoe/Excavator	\$15.45	-
OPERATOR: Blade/Grader	\$13.73	-
OPERATOR: Bulldozer	\$16.21	-
OPERATOR: Distributor	\$12.37	-
OPERATOR: Forklift	\$14.00	-
OPERATOR: Loader	\$13.01	-
OPERATOR: Paver	\$12.75	-
OPERATOR: Roller	\$10.94	-
OPERATOR: Screed	\$13.05	-
OPERATOR: Tractor	\$9.91	-
OPERATOR: Trencher	\$11.75	-
PAINTER: Brush, Roller Spray, and Drywall Finishing/Taping	\$12.04	\$1.27
PIPEFITTER, excluding HVAC pipe installation	\$17.85	\$2.54

PLASTERER	\$18.14	-
PLUMBER, excluding HVAC pipe installation	\$17.58	\$3.26
ROOFER (metal roof only)	\$15.41	-
ROOFER, including Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, and Slate & Tile (excluding metal roof)	\$13.59	-
SHEETMETAL WORKER (excluding HVAC duct installation)	\$15.62	\$2.03
TILE SETTER	\$16.00	-
TRUCK DRIVER: 3 Axle Truck	\$10.50	\$0.80
TRUCK DRIVER: Dump Truck	\$10.00	-
TRUCK DRIVER: Lowboy Truck	\$13.78	-

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wages and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling.

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

## CONTRACT AGREEMENT INFORMATION

### 1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

### 2. GENERAL CONDITIONS

'STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT' prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

### 3. SUPPLEMENTARY GENERAL CONDITIONS

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

## PRELIMINARY MATTERS

### **BEFORE STARTING CONSTRUCTION:**

The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

## INSURANCE REQUIREMENTS

### **CONTRACTOR'S INSURANCE:**

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

#### A. Worker's Compensation:

- |                         |             |
|-------------------------|-------------|
| 1. State                | Statutory   |
| 2. Employer's Liability | \$1,000,000 |

- B. Commercial General Liability:  
(Including Premises -- Operations: XCU, Products- Completed Operations,  
Personal & Advertising Injury; Contractual Liability; Contractor's Protective;  
Broad Form Property Damage)
1. Bodily Injury and Property Damage, Combined Limit
 

Each Occurrence	\$1,000,000.
Annual Aggregate per job/contract	\$2,000,000.
- C. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)
1. Bodily Injury:
 

Each Person	\$1,000,000.
Each Accident	\$1,000,000.
  2. Property Damage:
 

Each Occurrence	\$1,000,000.
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- D. Additional liability coverage for Town shall be provided by endorsement as  
"Additional Insured" (ISO Form CG 2010) on Contractor's General Liability  
Policy. Add the following names:
- Owner -- TOWN OF LAKE PARK
- E. If Contractor's vehicles will operate on Town property, Town must be named as  
"Additional Insured" on Automobile Liability policy.
- F. All insurance shall contain a provision, to be noted on the certificate of insurance,  
that coverage will not be canceled, materially changed or renewal refused until at  
least thirty days (30) prior written notice has been given to Town's Human  
Resources Director (fax (561)881-3314).
- G. The Contractor's General Liability Policy "other insurance" clause shall be  
amended to reflect coverage under this policy shall be primary.
- H. No work shall commence until the Town has received and approved certificates of  
insurance, including copies of the policy endorsements reflecting the additional  
insured, cancellation, and primary coverage terms. The certificate(s) shall also  
reference the Project Name/Title to which the certificate applies.

### CONTRACTOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the nature of the design,  
concept and scope of the work. The Contractor shall be responsible for the  
construction and coordination of the parts and all systems shall be complete,  
compatible and fully functional without additional costs.

## PAYMENTS TO CONTRACTOR AND COMPLETION

The Town will be employing an engineer to perform inspections and approve applications for payments on this project. If the Town does engage an engineer or other Agent on this project, the Town will communicate at the pre-construction meeting, the specifics regarding to whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Town, the Contractor has passed a final inspection in accordance with the permit and all paperwork required by Palm Beach County is complete.

## PERFORMANCE AND PAYMENT BONDS

All bonds must be submitted by the Bidder awarded the contract. However, Performance and Payment bonds shall NOT be required if the contract amount is under \$ 25,000.

The contractor will be required to furnish a payment bond and performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.

## HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

## CONTRACT TERMS

The contract shall include, but not be limited to, the following:

- A) All terms, conditions, plans, and specifications of this bid.

B) Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.

C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

### WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

### SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

### ENTIRE AGREEMENT

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

### SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

### TERMINATION

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

### **PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

### **MANNER OF PERFORMANCE**

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

**Contract Agreement**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING**  
**(DESIGN-BUILD)**  
**TOWN OF LAKE PARK**  
**TOWN BID NO. 101-2012**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 101-2012

All terms, conditions, plans and specifications of Town Bid No. 101-2012, any Addenda, and contractor's accepted bid, dated \_\_\_\_\_ shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ of \_\_\_\_\_, 2012; and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Vivian Mendez Lemley, Town Clerk

(Town Seal)

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By: \_\_\_\_\_  
Thomas Baird, Town Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2012

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_ day of \_\_\_\_\_, 2012

(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )  
):ss

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by

\_\_\_\_\_ who (check one) [ ] is personally known to me or  
[ ] has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

## SCOPE OF WORK

### **BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN-BUILD)**

- **Performance Bond, Payment Bond, Insurance Certificates, Sign Contract**
- **Davis/Bacon Requirements (wage rates, payroll submittals, on-sight signage, encourage section 3 participation etc.)**
- **Engineer or Architect to prepare drawings to satisfy contract documents and contractor to obtain building permit including plumbing, electrical, structural design calculations**
- **Submit shop drawings**
- **Submit cut-sheets for hardware/accessories or**
- **Construct Building Complete:**
  - Miscellaneous ( layout staking, cleanup, port-o-let, maintenance of pedestrian safety, waste disposal, temporary electric and water, builders risk issues.)**
  - Distribute fill material (Town will bring material to site)**
  - Compact soil/soil compaction tests**
  - Stub out underground utilities (electrical will be underground feed)**
  - Termite treatment**
  - Construct footing, stub up for building utilities**
  - Construct floor slab, walls, roof slab, roof, doors, vents, stucco interior/exterior**
  - Paint interior & exterior**
  - Install bathroom fixtures, partitions, and light fixtures**
- **Connect utilities**
- **Construct sidewalk from building to public sidewalk**
- **Grading and sod to harmonize grass areas with new concrete (ALTERNATE III)**
- **Place sod (ALTERNATE III)**
- **Obtain certificate of occupancy**

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

## TECHNICAL SPECIFICATIONS

Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are required to attend the mandatory Pre-bid Meeting. Bidders are encouraged to visit the project site so that local conditions are known and considered.

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

**BID FORM: BID No. 101-2012**

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN/BUILD)**

**Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).**

In accordance with the plans and specifications noted in this Bid document, the **LUMP SUM TOTAL BASE BID** for this project is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

Completion: Ninety (90) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

**Required documents attached?**

(Yes or No)

- Schedule of Bid Items \_\_\_\_\_
- Acknowledge Addenda # \_\_\_\_ (if issued) \_\_\_\_\_
- Bid Surety (minimum of 5% of total bid (signed) \_\_\_\_\_
- 1 Original and 2 copies of the following: \_\_\_\_\_
- Bid Form (signed) \_\_\_\_\_
- Clarifications/Exceptions \_\_\_\_\_
- List of Subcontractors \_\_\_\_\_
- 'Drug Free Workplace Cert. (signed) \_\_\_\_\_
- List of References \_\_\_\_\_
- Licenses (copies of applicable licenses) \_\_\_\_\_
- Proof of Existing Insurance Coverage \_\_\_\_\_
- Noncollusion Affidavit of Prime Bidder \_\_\_\_\_
- Anti-kickback Affidavit \_\_\_\_\_
- Certification of Eligibility of General Contractor \_\_\_\_\_
- Certification of Nonsegregated Facilities \_\_\_\_\_
- Workforce Projection \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

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

NAME & TITLE (TYPED or PRINTED) \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX PAYER ID#: \_\_\_\_\_

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN BUILD)  
TOWN OF LAKE PARK BID NO. 101-2012  
SCHEDULE OF BID ITEMS**

<b>ITEM No.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>TOTAL PRICE</b>
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Performance & Payment Bond	L.S.	1	_____
3.	Building Construction Plans	L.S.	1	_____
4.	Mobilization, Registration with Town, and Permits	L.S.	1	_____
5.	Considerations for Davis/Bacon requirements	L.S.	1	_____
6.	Provide labor, equipment, and materials to prepare site, construct building incl.shop drawings, utility connections, sidewalk (items identified in scope of work).	L.S.	1	_____

**BASE BID: TOTAL ITEMS 1 THRU 6** \$ \_\_\_\_\_

Written Amount \$ \_\_\_\_\_

7. ALTERNATE I: CFL Wall Pack Exterior Light Fixtures (4) in lieu of LED fixture DEDUCT: \$ \_\_\_\_\_

8. ALTERNATE II: Floor Tile Upgrade to Checkerboard ADD: \$ \_\_\_\_\_

9. ALTERNATE III: Grading & Bahia Sod (Est. 90 s.y.) ADD: \$ \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID.  
ALTERNATES MAY BE INCORPORATED IN THE AWARD AS THE BUDGET PERMITS.

**CLARIFICATIONS/EXCEPTIONS**

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

**LIST OF SUBCONTRACTORS**

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

<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of \_\_\_\_\_, maintains a drug-free workplace program, and that the following conditions are met:

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

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name & title (typed)

**LIST OF REFERENCES**

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

**REFERENCE #1**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**REFERENCE #2**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**REFERENCE #3**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**INCLUDE PROOF OF PROPER LICENSING  
(APPLICABLE LICENSING TO PERFORM THE  
REQUIRED SERVICES)**

**INCLUDE PROOF OF EXISTING INSURANCE**

**NONCOLLUSION AFFIDAVIT**

State of Florida  
County of Palm Beach

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

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Design-Build Firm that has submitted a Bid/Proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) He is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;

(3) Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

(4) Neither the said Design-Build Firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Design-Build Firm, firm or person to submit a collusive or sham Bid/Proposal in connection with the Design-Build Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding in connection with such Design-Build Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Design-Build Firm, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Design-Build Firm, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Design-Build Firm, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Design-Build Firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

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

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

Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) I am \_\_\_\_\_ of \_\_\_\_\_, the Design-Build Firm  
that has submitted a Bid/Proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_ day of \_\_\_\_\_ 20\_\_\_  
by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY SEAL:

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

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

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that  
(1) He/she is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the Design-Build Firm; who submitted a Bid/Proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) He/she is fully informed that the Bid/Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The Design-Build Firm nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The Design-Build Firm acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Design-Build Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The Design-Build Firm acknowledges the responsibility of informing all of its subcontractors/subconsultants that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Design-Build Firm acknowledged the responsibility that all of its subcontractors/subconsultants are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors/subconsultants, and that the Design-Build Firm will retain such certifications in its files. Furthermore, should the subcontractor/subconsultant be subsequently found ineligible after award of the Design-Build Contract, its contract with the Design-Build Firm shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

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

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

Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_

\_\_\_\_\_  
Date

WORKFORCE PROJECTION

<b>PROJECT NAME:</b>	<b>Town of Lake Park - Bert Bostrom Park Restrooms</b>
----------------------	--

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

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: \_\_\_\_\_)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greasemen
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Piledriver
- Power Subgrade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: \_\_\_\_\_)
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: \_\_\_\_\_)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other: \_\_\_\_\_

Submitted by: \_\_\_\_\_

S:\CapImpv\MUNICIPAL\LakePark\BertBostromParkRestrms\FederalRequirements\_DB.wpd

# TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 1, 2012

Agenda Item No. *Tab 8*

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other:

**SUBJECT:** Amendment to Grant Agreement for Bert Bostrom Park Restroom-Storage Building

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *Richard Pittman* Date: *1/26/12*

Richard Pittman/CRA Project Manager  
Name/Title

January 27, 2012  
Date of Actual Submittal

<b>Originating Department:</b> Grants/Public Works	<b>Costs: \$ 0.00</b>  Funding Source: N.A.  Acct. #	<b>Attachments:</b> <b>Resolution No. _____</b> <b>Amendment No.001</b>
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 <u>RP</u> <b>Please initial one.</b> <i>RP</i>

**Summary Explanation/Background:**

On March 2, 2011 the Town Commission authorized the Mayor to accept the agreement with the Palm Beach County Commission to use \$53,377 from the Community Development Block Grant program to install ADA compliant restrooms at the Bert Bostrom Park ballfields (Resolution No. 06-03-11). This agreement established a deadline of March 31, 2012 for the completion of the restrooms and submittal of the final paperwork to the County for reimbursement. The agreement was approved by the County Commission effective April 5, 2011.

On December 1, 2011, Town staff and County staff from the Department of Housing and Community Development met to review the project status. The project bid documents require approval by Palm Beach County prior to public bidding. Several iterations of the project bid documents had evolved since the initial bid document submittal in May, 2011. It was concluded that the March 31, 2012 deadline could not be met. The County staff agreed that a time extension would be recommended to the County Commission. The County Department of Housing and Community Development has prepared an amendment to the grant agreement for the restrooms. The attached AMENDMENT 001 TO THE AGREEMENT WITH LAKE PARK provides for revised dates for the start of construction, completion of construction and submittal date for the reimbursement request. The construction completion date is now established as September 16, 2012. There are no monetary changes in the amendment.

The amendment document was prepared by Palm Beach County. The amendment document was received by the Town on January 24, 2012. The resolution document was prepared by Town staff utilizing the wording and format of the Resolution which accompanied the March 2, 2011 agenda item. Legal review had not been completed by the time the Commission agenda of February 1<sup>st</sup> was distributed.

**RESOLUTION NO. 06-02-12**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AMENDMENT 001 TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY, EXTENDING THE TIME OF PERFORMANCE ASSOCIATED WITH THE COMPLETION OF THE BERT BOSTROM PARK BALLFIELD ADA COMPLIANT RESTROOM 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 Lake Park is an eligible entitlement community with a signed Interlocal Agreement with Palm Beach County; and

**WHEREAS**, the project falls under two of the three categories of eligible activities as defined by HUD, in as much as the Ballfields ADA Compliant Restroom Project will:

- (1) benefit low and moderate income persons;
- (2) promote activities to prevent slum or blight on an area designated as such by the County or the State.

**WHEREAS**, the Town entered into an agreement with Palm Beach County on April 5, 2011, whereby Palm Beach County would provide Community Development Block Grant funds to the Town for the construction of ADA compliant restrooms at the Bert Bostrom Park Ballfields; and

**WHEREAS**, both the Town and Palm Beach County wish to modify the Agreement to extend the time of performance; and

**WHEREAS**, both the Town and Palm Beach County agree that the original Agreement entered into on April 5, 2011 be amended to change the time of performance as identified in AMENDMENT 001 TO THE AGREEMENT WITH TOWN OF LAKE PARK as prepared by the Palm Beach County Department of Housing and Community Development.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida:

**SECTION 1.** The Town Commission authorizes and directs the Mayor to accept the AMENDMENT 001 TO THE AGREEMENT to change the time of performance to complete the ADA compliant restrooms at the Bert Bostrom Park Ballfields.

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
TOWN OF LAKE PARK**

Amendment 001 entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Palm Beach County and Town of Lake Park.

**WITNESSETH:**

WHEREAS, Palm Beach County entered into an Agreement (R2011-0507) with the Town of Lake Park, on April 5, 2011, to provide \$53,377 of Community Development Block Grant (CDBG) funds for the renovation of its facility; and

WHEREAS, both parties wish to modify the Agreement to extend the time of performance, and

WHEREAS, both parties mutually agree that the original Agreement entered into on April 5, 2011, is hereby amended as follows:

**A. Part III – Section 1 MAXIMUM COMPENSATION**

Replace "March 31, 2012" with "November 30, 2012".

**B. Part III – Section 2 TIME OF PERFORMANCE**

Replace "March 31, 2012" with "November 30, 2012".

**C. Exhibit "A" – WORK PROGRAM NARRATIVE – Section I.H. WORK SCHEDULE**

Delete the contents of this section and replace with the following:

**H. MONTHLY PERFORMANCE REQUIREMENTS:** The time frame for completion of the outlined activities shall be as follows:

Start Construction by:	May 31, 2012
Complete Construction by:	September 16, 2012
Submit Final Reimbursement Request by:	October 10, 2012

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Monthly Performance Benchmarks, as determined by HCD.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Monthly Performance Benchmarks herein are not met. **Failure by the Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future grant awards.**

**The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.**

NOW THEREFORE, 1) all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
James DuBois, Mayor

By: \_\_\_\_\_  
Vivian Mendez Lemley, Town Clerk

By: \_\_\_\_\_  
Attorney for Municipality  
(Signature Optional)

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY  
COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Shelley Vana, Chair  
Board of County Commissioners

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

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Community  
Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Journey Beard, Director  
Contract Development and Quality Control