



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 20, 2014,
Immediately Following the
Budget Workshop,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

None

D. PUBLIC COMMENT:

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

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of August 6, 2014

Tab 1

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

2. Ordinance No. 11-2014 Amendment of Section 18-120 through 18-127 of the Code of Ordinances Related to Special Events

Tab 2

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

None

H. OLD BUSINESS:

3. Resolution 21-08-14 Authorizing the Mayor to Execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association

Tab 3

I. NEW BUSINESS:

4. Approving an Addendum to the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina

Tab 4

5. **Resolution No. 22-08-14 Amending the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Position of Administrative Assistant, Recreation Director, and Library Director** **Tab 5**
6. **Resolution No. 23-08-14 Fiscal Year 2013/2014 Budget Adjustment Funding the Proposed Seawall Remediation** **Tab 6**
7. **Authorizing the Mayor to Execute a Dockage Agreement with Palm Beach County For the Mooring of two Fire/Rescue Boats at the Lake Park Harbor Marina** **Tab 7**

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, September 3, 2014

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. Tab 1

Agenda Title: Regular Commission Meeting Minutes of August 6, 2014

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

Approved by Town Manager  **Date:** 8/12/14

Vivian Mendez - Town Clerk
Name/Title

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

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting Minutes of August 6, 2014.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 6, 2014, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

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

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of July 16, 2014 Tab 1
2. Commission Budget Meeting Minutes of July 17, 2014 Tab 2
3. Request for Approval of the Settlement of the Lawsuit Resulting from a March 12, 2013 Trip and Fall Accident. Tab 3
4. Palm Beach County Criminal Justice Commission Fiscal Year 2015 Allocation of Justice Assistance Grant Funds in the Amount of \$341,227 Tab 4

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:
None

- G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:**
5. ORDINANCE NO. 10-2014 Amending Chapter 78, Article I, Section 78-2 to Modify the Definition for “Substance Abuse, Treatment Facility” and Amending Chapter 78, Article III, Section 78-71 (2)(F) to Eliminate the Distance Separation Requirement to Residential Properties for Substance Abuse Treatment Facilities. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 PERTAINING TO THE DEFINITION OF SUBSTANCE ABUSE FACILITY; PROVIDING FOR THE SEPARATION REQUIREMENTS FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-71(2)(F) ELIMINATING THE DISTANCE SEPARATION REQUIREMENT BETWEEN SUBSTANCE ABUSE TREATMENT FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; ; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. NEW BUSINESS:**
6. Award of Annual Budgeted Sidewalk Replacement Contract Tab 6
 7. Commission Discussion on the Subject of Relaxing Town Codes in Order to be more “Business Friendly” Tab 7

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, August 20, 2014



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 6, 2014, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 6, 2014 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

1. Alexa Lee, Program Director for the Palm Beach County Substance Awareness Coalition addressed the Commission regarding strengthening "Family Day", which is an event that takes place each year in September. The event is geared towards a growing movement to strengthen the bond between parents and their children.

Vice-Mayor Glas-Castro asked if the event was celebrated on a particular day in September.

Ms. Lee stated that it is celebrated on September 22, 2014. Casa Family Day will sponsor the event with the Palm Beach County Substance Awareness Coalition as a co-sponsor. Casa Family Day (www.casafamilyday.org) is encouraging the event to take place sometime during the third week of September.

Mayor DuBois offered to have staff send Ms. Lee the contact information on the different organizations in Town that could provide support and make families aware of the event.

Ms. Lee provided her contact information as 561-844-5952 and email address alexalee@pbcSac.org.

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of July 16, 2014
2. Commission Budget Meeting Minutes of July 17, 2014
3. Request for Approval of the Settlement of the Lawsuit Resulting from a March 12, 2013 Trip and Fall Accident
4. Palm Beach County Criminal Justice Commission Fiscal Year 2015 Allocation of Justice Assistance Grant Funds in the Amount of \$341,227

Commissioner O'Rourke asked to have item 3 pulled.

Motion: Commissioner Flaherty moved to approve items 1, 2 and 4 on the Consent Agenda; Commissioner Rapoza seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Commissioner O'Rourke stated that after reviewing the item, he was able to answer his own question and it was no longer necessary to discuss the item.

Motion: Commissioner O'Rourke moved to approve item 3 on the Consent Agenda; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

None

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

5. ORDINANCE NO. 10-2014 Amending Chapter 78, Article I, Section 78-2 to Modify the Definition for "Substance Abuse, Treatment Facility" and Amending Chapter 78, Article III, Section 78-71 (2)(F) to Eliminate the Distance Separation Requirement to Residential Properties for Substance Abuse Treatment Facilities.

Town Manager Sugerman explained the item (see attached Exhibit "A").

Commissioner O'Rourke asked if it were the intension of the Town to address other sections of the Code relating to substance abuse treatment facilities that affect residential areas.

Town Manager Sugerman stated "yes". He explain that Commissioner O'Rourke was asking about how substance abuse treatment facilities are treated under the Code in different zoning districts, in particular residential districts, which this Ordinance does not

address. The Town staff would be addressing potential modifications to the Code as it relates to substances abuse treatment facilities at a later date.

Public Comment:

None

Public Comment Closed:

Motion: Commissioner Rapoza moved to approve Ordinance 10-2014 on second reading; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

NEW BUSINESS:

6. Award of Annual Budgeted Sidewalk Replacement Contract

Town Manager Sugerman explained the item (see attached Exhibit "B").

Commissioner O'Rourke stated that as it pertains to agenda item number 3, does this agenda item address that particular trip hazard.

Public Works Director Dave Hunt stated that this agenda item does not address agenda item number 3. He stated that it was the responsibility of the claimant to take care of that issue.

Mayor DuBois asked which sidewalks would be included in the repair contract.

Public Works Hunt stated that the entire grid list of sidewalks as outlined in Exhibit "B" would be repaired.

Mayor DuBois stated that approximately a year ago a resident addressed the Commission regarding having sidewalk cuts where they currently did not exist. He asked if those sidewalk cuts were considered in this contract to be repaired.

Public Works Director Hunt stated that yes; that particular sidewalk cut was being installed as part of the contracted repairs.

Motion: Commissioner O'Rourke moved to award the annual sidewalk improvement project to Dunworth Construction, Inc.; Commissioner Rapoza seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

7. Commission Discussion on the Subject of Relaxing Town Codes in Order to be more "Business Friendly".

Town Manager Sugerman explained that Commissioner Rapoza would like to discuss eliminating many of the current restrictions in the Code along Northlake Boulevard, U.S. 1, and all industrial zoned land, which could help to make the Town more "business friendly".

Commissioner Rapoza felt that small businesses are the backbone of the Town and the Town should work well with them. She stated that we should support industries, both large and small, with a strong positive due diligence, working within our economic infrastructure. She felt that the only way to achieve this would be by listening and earning a reputation as a friendly Town for residents, businesses, and industry.

Commissioner Flaherty stated that the businesses he spoke with commented that they have received friendly service from the Town.

Commissioner O'Rourke stated that he has spoken with businesses and they reported having had positive experiences with the Town. He commended the way the Town Manager and staff have treated businesses in Town.

Vice-Mayor Glas-Castro stated that she needed to better understand which Codes Commissioner Rapoza was hearing needed to be relaxed or modified.

Commissioner Rapoza stated that she has heard the frustration from businesses regarding the Code being restrictive with flying balloons, requiring permits for signs for a charitable event, and a business that has been in Town for 25 years having to comply with Code requirements in order to sell their business.

Commissioner O'Rourke stated that the Town was trying to improve every day. He suggested that the businesses work with the Town staff to resolve any issues that may arise.

Town Manager Sugerman shed some light as to why this topic was being discussed by the Commission. He explained that the Code prohibits businesses from flying balloons,

having feathered flags, and snipe signs. A business flying balloons received a warning from the Code Compliance Division of the Community Development Department. The business asked staff why they could not fly balloons, and they were told that the Code prohibits it. He explained that the businesses expressed their frustrations to Commissioner Rapoza and she then asked how the Code could be relaxed or modified. He explained to Commissioner Rapoza that the Commission would need to discuss the topic and decide if they wanted to modify the Code, which was why this topic was on the agenda for discussion. He stated that Commissioner Rapoza is looking for feedback from the Commission as to whether the Code should be relaxed or modified to be more businesses friendly.

Mayor DuBois explained that several years ago several Codes were modified to assist businesses during the economic recession.

The Commission discussed the concept of "business friendly", and felt that no changes should be made to the Code at this time.

Town Manager Sugerman explained that a welcome packet was provided to all new businesses, which contained resources about the Town, the Code, and other area organizations.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird explained that the Town has received two lawsuits from Citizens Awareness Network, in which it is his opinion that it is in the best interest of the Town to settle the public records lawsuit and he felt that it would be in the best interest of the Town to defend the second lawsuit regarding an alleged violation of the Sunshine Law. He explained that the Court has approved a Final Judgment to a Quiet Title action by Default to the Town for a piece of land along the Public Works property. He stated that the Court has entered an Order Granting the Town's Motion for Summary Judgment in the Grumpy Grouper lawsuit. He stated that United States Attorney Earnest McFarland would like to meet with each of the Commissioners individually regarding the voting system. He would schedule those meetings with the Commissioners and Attorney McFarland during the last week of August.

Town Manager Sugerman announced that the budget workshop was scheduled for Wednesday, August 20, 2014 at 6:30 p.m. immediately following would be the regular Commission meeting. He stated that the first Public Hearing on the budget would be held on Wednesday, September 3, 2014 at 6:30 p.m. immediately following would be the Regular Commission meeting. He stated that Crown Castle would like to renew its contract with the Town, which expires in 2019. They have offered the Town an increase in the monthly fee, but Vice-Mayor Glas-Castro was able to find other recent contracts (in other jurisdictions), which show that the increased amount offered by Crown Castle was considerably lower than what other jurisdictions are receiving.

Attorney Baird stated that Crown Castle has approached the Town several times over the past ten years asking to renew the contract and staff has been trying to modify the contract because it is so favorable to Crown Castle and not to the Town.

The Commission came to a consensus to decline the offer.

Town Manager Sugerman stated that he would contact Crown Castle and let them know that the Commission is not interested in renewing the contract in 2019.

Mayor DuBois stated that the Town has several organizations that meet in the Town that can be helpful to Ms. Lee and the awareness of the "Family Day" event. A list of organizations would be provided to Ms. Lee.

Vice-Mayor Glas-Castro suggested that the organizations be encouraged to have a family day pot luck and chili cook-off.

Mayor DuBois announced that the next chili cook-off would be held on November 15, 2014.

Commissioner Rapoza announced that Ms. Fallon, VP Commercial Leander representing First United Bank, has donated materials to Lake Park Elementary. She stated that Lake Park Elementary School's educational rating has risen from a D school to a B school. She stated that the annual Fishing Foundation had a great children's fishing event at the Lake Park Harbor Marina. The August "Property of the Month" has been awarded to 419 2nd Street. She asked the Town Manager for a status on the Seafood Festival.

Town Manager Sugerman stated that the Seafood Festival has been canceled.

Commissioner Flaherty thanked Diane Sophinos for a gift she gave him recently. He thanked the Town Manager for assisting with an issue with a business on 10th Court.

Commissioner O'Rourke announced that a new sandwich shop would be opening on the corner of US 1 and Hawthorne Drive called Nature's Way.

Vice-Mayor Glas-Castro stated that the Florida League of Cities conference would be taking place from Thursday, August 14 through 17 in Hollywood.

Mayor DuBois encouraged everyone to attend the budget workshops in August and September.

ADJOURNMENT:

There being no further business to come before the Commission and after a motion to adjourn by Commissioner O'Rourke and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 7:40 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "A"

Meeting Date: August 6, 2014

Agenda Item No.

Agenda Title: AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 TO MODIFY THE DEFINITION FOR "SUBSTANCE ABUSE TREATMENT FACILITY" AND AMENDING CHAPTER 78, ARTICLE III, SECTION 78-71 (2)(F) TO ELIMINATE THE DISTANCE SEPARATION REQUIREMENT TO RESIDENTIAL PROPERTIES FOR SUBSTANCE ABUSE TREATMENT FACILITIES.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 2nd READING
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 7/28/14

Nadia Di Tommaso / Community Development Director 
Name/Title

Originating Department: Community Development	Costs: \$ Legal Ad Funding Source: Town Clerk Acct. # 106-48100 <input type="checkbox"/> Finance _____	Attachments: →ORDINANCE 10-2014 →Town Code Excerpts for Substance Abuse Treatment Facilities →Legal Ad
Advertised: Date: July 27, 2014 Paper: Palm Beach Post <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:

APPROVED (3-2) on 1st Reading – Wednesday, July 16, 2014

Every now and again staff comes across certain regulations of the Town Code of Ordinances that are inconsistent with other sections of the Town Code and brings them forward to the Town Commission for consideration. In this case, a third-party attorney working alongside a new business applicant, alerted staff of certain inconsistencies in the Code.

As the Town Commission is probably already aware, all properties in Town are regulated pursuant to their corresponding zoning district designations. A majority of the south side of Northlake Boulevard is designated as a Commercial-1 (C-1) zoning district. As with all zoning districts, there is a list of permitted uses (for example, professional offices, restaurants, etc.) which may operate within the zoning district "by right". That is, no special permission is needed for any type of use that is on the list of permitted uses for that zoning district. Additionally, there are other types of uses that are allowed in a particular zoning district, but those uses are not allowed to operate "by right" but rather, they need permission to operate as part of a special exception use which requires an additional public hearing review process based on their potential impacts to the surrounding neighborhood where they are proposing to locate the particular use.

A "substance abuse treatment facility" is one of the special exception uses permitted in the C-1 zoning district under Section 78-71(2)(f). However, this is the ONLY zoning district that lists the use of a "substance abuse treatment facility" with an additional distance separation requirement of 1,500 feet to residential properties. This additional separation requirement is problematic due to the fact that all but maybe a few properties located along Northlake Boulevard are immediately adjacent to residential properties. That is, virtually all property fronting the south side of Northlake Boulevard is basically separated by 0 (zero) feet from residential property. It is further problematic in that substance abuse treatment facilities are actually PERMITTED BY SPECIAL EXCEPTION APPROVAL in ALL RESIDENTIAL zoning districts. This therefore creates an unsustainable conflict in the Town Code. To that end, staff recommends eliminating the distance separation language as follows:

Chapter 78, Article III

Sec. 78-71. C-1 business district.

(2)(f) Substance abuse treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility ~~or within 1,500 feet of a residential zoning district~~

Finally, understanding that each zoning district has certain uses that are permitted by right (in other words, can be approved administratively by staff) and other uses that are permitted by special exception use application (Town Commission approval required), staff is also proposing to modify the *substance abuse treatment facility* definition in Section 78-2, as follows:

CHAPTER 78, ARTICLE I

SECTION 78-2

Substance abuse treatment facility means a facility having one or more service components that are not otherwise permitted by right by the governing zoning district and that are operated by service providers licensed by the state as defined in F.S. ch. 397.

This modification would prevent the "double-obstruction" effect from taking place. For example, if a Doctor of Psychology proposes a 'professional office' to counsel individuals with eating disorders, this would currently be classified as a "professional office" in the C-1 zoning district and would be permitted to locate in this zoning district "by right". However, if this same Doctor of Psychology also counsels patients in recovery, which is considered *one* component of a 'substance abuse treatment facility' licensed by the State of Florida, this service would not be permitted "by right" solely based on the 'type' of individual being counseled. The only way to rectify this "double-obstruction" regulation is to modify the definition in Section 78-2 as proposed above. If it is not modified, the Code, as it is currently written, essentially provides for an approval by right for certain patients and an approval *only* by special exception use application for individuals in recovery. This double obstruction is inconsistent and could potentially be deemed discriminatory. Consequently, staff recommends modifying the definition in Section 78-2.

Recommended Motion: I move to ADOPT Ordinance 10-2014 on second reading.



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "B"

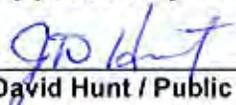
Meeting Date: August 6, 2014

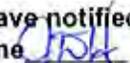
Agenda Item No.

Agenda Title: Award of Annual Budgeted Sidewalk Replacement Contract

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

Approved by Town Manager  Date: 7/21/14


David Hunt / Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: \$20,030.00 Funding Source: Streets & Roads, FY '13/'14 Budget Acct. # 190-63050 [X] Finance <u></u></p>	<p>Attachments: Replacement Location Spreadsheet - Contractor Quote Sheets w/ Unit Costs - Town Quote Sheets - Florida Department of State Printout Stating the Active Corporate Status of Dunworth Construction, Inc. - A Copy of Dunworth's Florida Contractor's License</p>
<p>Advertised: 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 <u></u> OR Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

The Fiscal Year 2013-2014 Streets & Roads Fund contains a line item for sidewalk improvements. Every year, a list is compiled of areas in need of sidewalk replacement based upon citizens reporting unsafe conditions to the Town as well as field observations made by Code Compliance Officers and Public Works personnel. The Town Code of Ordinances,

Section 72-2, addresses the obligation of property owners to maintain the public sidewalks adjacent to their property. However there are instances when it cannot be determined that the property owner has caused the unsafe condition of the sidewalk and the Town uses the budgeted funds to make the necessary repairs.

Upon inspection, a sidewalk that has been reported to Town staff is given a rating between one and five, with five being the most severely damaged. Sidewalks with either a rating of four or five are targeted annually for replacement by a contractor submitting a low, competitive quote.

This year, four contractors were solicited to provide unit price quotes. One of these contractors was non-responsive. The attached spreadsheet reflects the three responding contractors' prices calculated to the nearest tenth of a foot. Two of the contractors submitted unit prices but there were quantity rounding errors. The low bidder, Dunworth Construction, Inc., has agreed to perform the work for the amount of \$18,209.09 using the Town's calculated quantities. If additional work is performed, it shall be paid using the submitted unit prices. When performing demolition and replacement of sidewalks it is prudent to allow a ten percent contingency. For this project, the contingency would be \$1,820.90.

Recommended Motion: I move to award the Annual Sidewalk Improvement Project to Dunworth Construction, Inc. in the amount of \$18,209.09 and to provide for contingencies in the amount of \$1,820.90.

REQUEST FOR WRITTEN QUOTE
TOWN OF LAKE PARK, FLORIDA

Date 7/16/14

Awarded to DUNWORTH CONST,

Description of Work SIDEWALK REMOVE AND
REPLACE

Bidder DUNWORTH CONST.

Bidder GALLIANO CONCRETE

Phone # 561-966-0089

Phone # 561-745-3774

Amount ~~\$19,166~~

Amount ~~\$21,682.00~~

QUOTE USING
TOWN QUANTITIES
CONTRACTOR'S
UNIT PRICES

\$18,209.00

\$19,001.00

Bidder ALLIANCE CURB

Bidder PATHWAYS CONST,

Phone # 561-795-0649

Phone # 561-478-4822

Amount NO BID

Amount \$23,200.00

UNABLE TO DETERMINE
ADA RAMP QUANTITIES

The Town of
Lake Park



FAX COVER SHEET

TO: SHAWN CUNNINGHAM COMPANY DUNWORTH CONST.

FAX# 561-784-4972 PHONE# 561-966-0089

FROM: HOWARD BUTTS COMPANY TOWN OF LAKE PARK

FAX# 561-881-3349 PHONE# 561-722-9379

RE: SIDEWALK REPLACEMENT LIST

DATE: 6/30/14 TOTAL PAGES INCLUDING COVER 7

SHAWN.

THIS IS REPLACEMENT LIST FOR
"2014".

NOTE; AREAS ON CRESCENT DR.
ARE NEW POUR AND CURVED.

Dunworth Construction, Inc.

11924 W Foresthill Blvd.
 Suite 22-386
 Wellington, Florida 33414

Estimate

Date	Estimate #
6/30/2014	24647

Name / Address
Town of Lake Park 535 Park Avenue Lake Park, Florida 33403 Attn: Mr. Butts

Ship To
Sidewalk replacement list 2014

Project

Description	Qty	Cost	Units	Total
REMOVE 4" CONCRETE	1,510	2.00	sf	3,020.00
FORM AND POUR 4" CONCRETE	1,510	3.75	sf	5,662.50
REMOVE 6" CONCRETE	1,000.5	2.50	sf	2,501.25
FORM AND FINISH FLATWORK 6"	1,330.5	4.50	sf	5,987.25
INSTALL NEW ADA HANDICAP RAMP 6"	56	30.00	sf	1,680.00
MISC MATERIALS EXPANSION JOINT	80	0.50	lf	40.00
PROCURE PERMIT WITH CUSTOMERS PROVIDED SURVEY.	1	275.00	each	275.00

Thank you for your business.

Total

\$19,166.00

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



[Events](#) [Name History](#)

dunworth c

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Detail by Entity Name

Florida Profit Corporation DUNWORTH CONSTRUCTION, INC.

Filing Information

Document Number P01000007272 FE/EIN Number 651070173 Date Filed 01/18/2001 State FL
Status ACTIVE Last Event REINSTATEMENT Event Date Filed 01/06/2003 Event Effective
Date NONE

Principal Address

11924 W FORESTHILL BLVD
22-386
WELLINGTON, FL 33414

Changed: 02/19/2010

Mailing Address

11924 W FORESTHILL BLVD
22-386
WELLINGTON, FL 33414

Changed: 02/19/2010

Registered Agent Name & Address DUNWORTH, ROY F

625 SW SALERNO ROAD
STUART, FL 34997

Officer/Director Detail Name & Address

Title PTS

DUNWORTH, ROY F
625 SW SALERNO ROAD
STUART, FL 34997

Title V

CUNNINGHAM, SHAWN E
625 SW SALERNO RD
STUART, FL 34997

Annual Reports

Report Year Filed Date

2012 01/26/2012

2013 04/14/2013

2014 04/21/2014

Document Images

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[04/14/2013 -- ANNUAL REPORT View image in PDF format](#)

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-2783

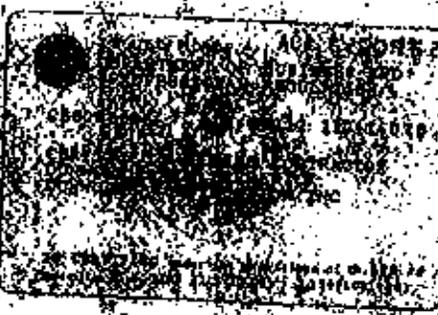
(850) 487-1355

DUNWORTH, ROY FREDERICK
DUNWORTH CONSTRUCTION INC
625 SW SALERNO ROAD
STUART FL 34997

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from bartenders to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please go online to www.myfloridareg.com. There you can find more information about our divisions and the regulatory framework that impact you, subscribe to department newsletters and learn more about the Department's activities.

Our mission at the Department is: License Efficiently. Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 6260852

09/10/2012 130118078 CANCELLED

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter
Expiration date: AUG 13, 2014

DUNWORTH, ROY FREDERICK
DUNWORTH CONSTRUCTION INC
625 SW SALERNO ROAD
STUART FL 34997

RICK SCOTT
GOVERNOR

REN: TAWROW

TOWN OF LAKE PARK

6/9/14

INITIAL S DATE 6/9/14

SIDEWALK REPLACEMENT LOCATIONS

ADAMAT OR ADA STAMP

WIDTH	LENGTH	THICKNESS	EXP. JOINT	ROOTS	RAI
5'	90'	6"	YES	?	5
SEE	DIAGRAM	6"	NO	NO	NE POL
SEE	DIAGRAM	6"	NO	?	NE POL
SEE	DIAGRAM	6"	YES	NO	4
5'	14'	4"	NO	YES	5
5'	15' 1"	4"	NO	YES	5
6'	2' 9"	6"	NO	?	4

2 = Narrow crack/shallow spall; potential trip hazard
 3 = Cracks > 1/8" w and/or deep spalls; 1/4" - 1/2" lip
 4 = 1/2" - 3/4" lip or elevation drop; multiple cracks; Trip Hazard
 5 = > 3/4" lip; severely crushed; In need of "immediate Re

TOWN OF LAKE PARK

6/9/14

INITIAL SD DATE 6/9/14

SIDEWALK REPLACEMENT LOCATIONS	WIDTH	LENGTH	THICKNESS	ADA MAT OR ADA STAMP	EXP. JOINT	ROOTS	RAT
356 CYPRESS DR.	5'	47' 4"	6"	NO	NO	?	5
400 CYPRESS DR.	5'	14'	6"	NO	NO	?	4
330 FEDERAL HWY	5'	5' 8"	6"	NO	NO	?	5
203 FORESTERIA	5'	25' 9"	4"	NO	NO	?	5
307 HAWTHORNE DR.	5'	45'	4"	NO	NO	YES	4
315 HAWTHORNE DR.	5'	10'	4"	NO	NO	YES	4
323 HAWTHORNE DR.	5'	100'	4"	NO	NO	YES	4
323 HAWTHORNE DR.	5'	15'	6"	NO	YES	YES	4
341 HAWTHORNE DR.	5'	25'	4"	NO	NO	YES	4
344 GREENBRIAR DR.	5'	24' 8"	4"	NO	NO	NO	4
254 GREENBRIAR DR.	5'	10'	4"	NO	NO	NO	4
810 LAKESHORE DR.	5'	14' 7"	4"	NO	NO	NO	5
650 PALMETTO RD. "OAK JASMINE"	5'	17' 6"	4"	NO	NO	NO	5
741 LAUREL DR.	5'	4'	4"	NO	NO	NO	5
1457 FLAGLER BLD.	5'	4' 6"	4"	NO	NO	NO	5

4 = 1/2" - 3/4" lip or elevation drop; multiple cracks; Trip Hazard
 5 = > 3/4" lip; severely crushed; in need of "Immediate Rep"

2 = Narrow crack/shallow spall; potential trip hazard
 3 = Cracks > 1/8" w and/or deep spalls; 1/4" - 1/2" lip

(N)

INITIAL (S) DATE 4/30

(E)

CRESCENT DR.

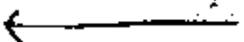
(W)



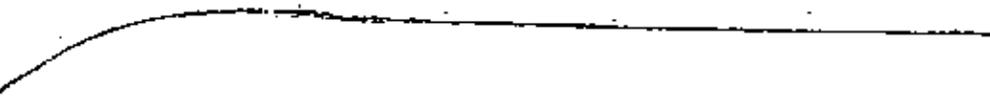
← EXISTING SIDEWALK →

STOP SIGN

REDWOOD DR.



CRESCENT CIRCLE

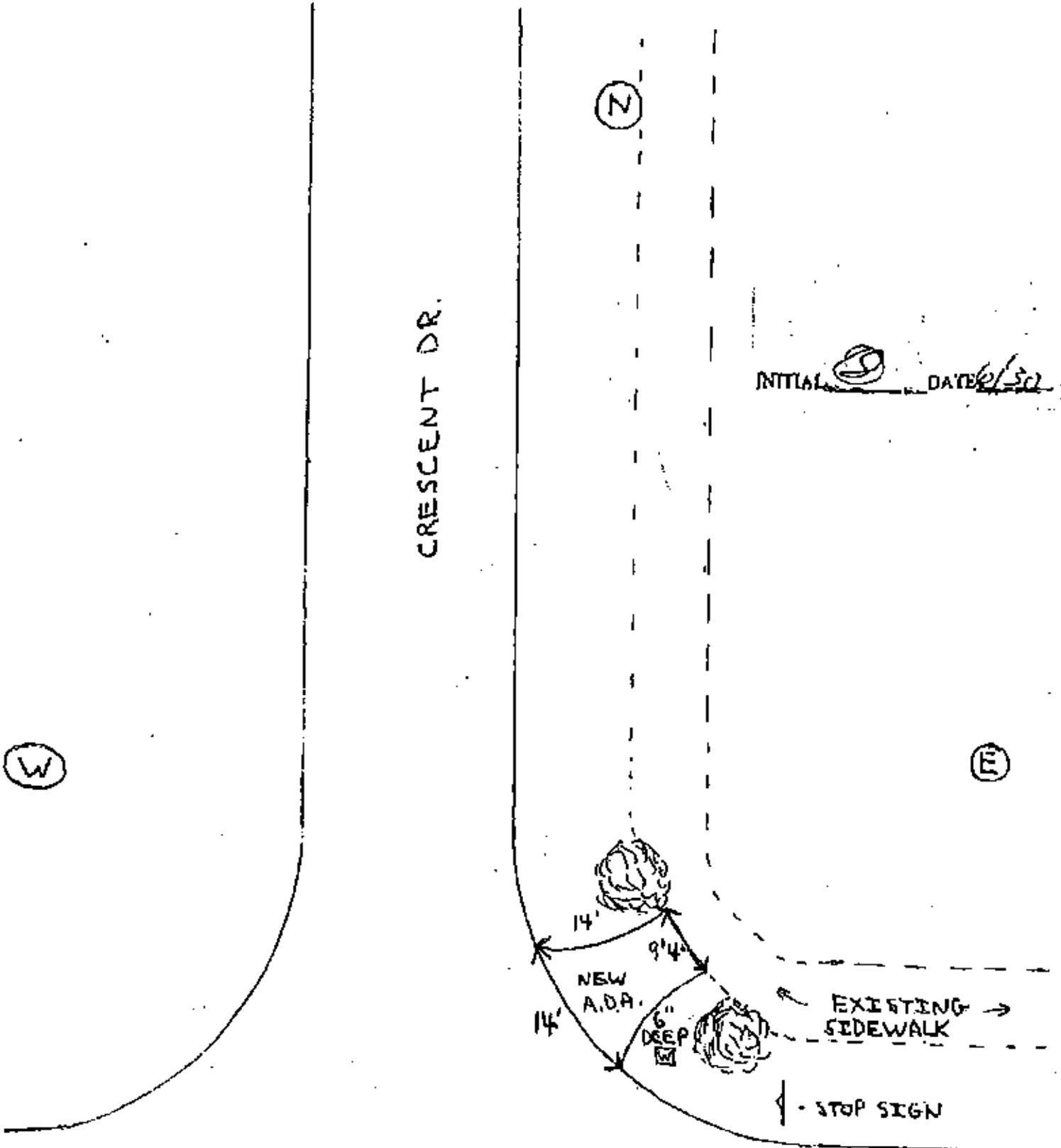


CRESCENT DR.

INITIAL SS DATE 6/50

(W)

(E)



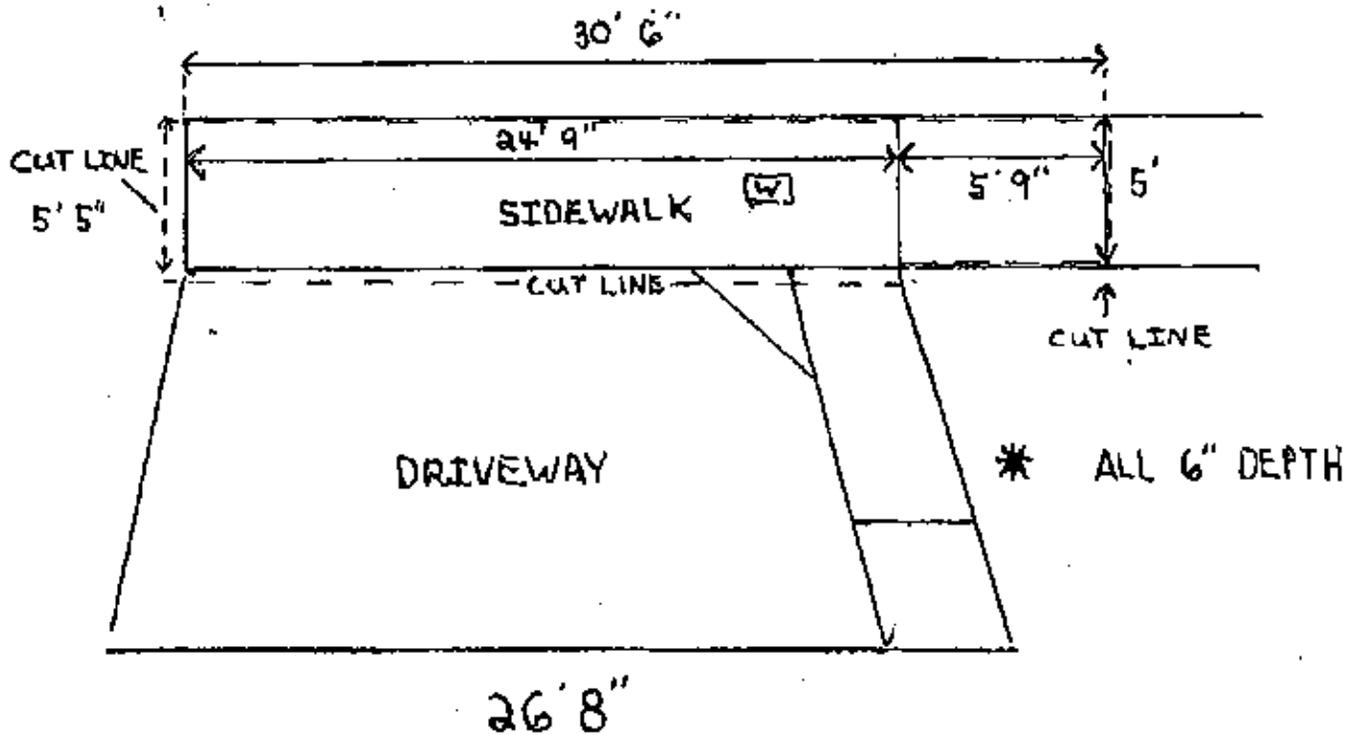
TEAK DR.
←

CRESCENT CIR.

(S)

BLVD. PAINT (REAR)
1400 OLD DIXIE HWY.

INITIAL  DATE 2/30



N. KILLIAN DR.

NOTE (-----) AREA TO CUT, REMOVE AND REPLACE

INITIAL S DATE 6/30

**TOWN OF LAKE PARK
SCOPE OF WORK
SIDEWALK REPAIR/REPLACEMENT**

Contractor to supply all materials.

Contractor responsible for all underground locates.

All contractors must register with the Town of Lake Park Community Development Department for a permit.

~~Contractor must supply barricades, cones, caution tape and/or any signage to protect work site.~~

Areas to be saw cut by contractor, remove and dispose of all materials.

All A.D.A. areas to meet current code as per Palm Beach County.

Install forms, compact loose soil, remove any tree roots that may cause future damage.

Forms to be inspected by Town of Lake Park before pouring.

All locations to be marked with orange paint by Town of Lake Park.

Contractor to replace any sprinkler parts that are damaged during removal.

All sidewalks/driveways to be hand tooled joints every 5' with light broom finish.

Contractors to supply expansion joint where needed - as per location sheet.

Keep concrete truck on roadway, DO NOT RUT SWALE AREAS.

Clean up all debris after pour.

3,000 PSI concrete.

Back fill after forms removed.

Thickness to be noted on location sheet.

Width to be noted on location sheet.

The Town of
Lake Park



FAX COVER SHEET

TO: GARY GALLIANO COMPANY GALLIANO CONCRETE

FAX# 561-529-2203 PHONE# 561-745-8774

FROM: HOWARD BUTTS COMPANY TOWN OF LAKE PARK

FAX# 561-881-3349 PHONE# 561-722-9379

RE: SIDEWALK REMOVE/REPLACE

DATE: 7/8/14 TOTAL PAGES INCLUDING COVER 7

GARY, I WANTED TO GET A QUOTE
ON SIDEWALK REPLACEMENT FROM
YOU IF POSSIBLE, YOU CAME VERY
CLOSE LAST YEAR.

CHECK EVERYTHING AND SEND ME
A QUOTE AS SOON AS POSSIBLE, IF
YOU NEED TO MEET WITH ME TO GO
OVER THESE AREAS, CALL ME AT
561-722-9379. A PERMIT WILL NEED
TO BE PULLED, BUT THE FEE WILL BE WAIVED.

* PLEASE INITIAL AT THE TOP OF
ALL PAGES AND SEND BACK - THANKS

Department of Public Works - HOWARD

TOWN OF LAKE PARK

6/9/14

INITIALS *SS* DATE *7/6*

JEWALK PLACEMENT CATIONS	WIDTH	LENGTH	THICKNESS	ADA MAT OR ADA STAMP		EXP. JOINT	ROOTS	RATING
				ADA MAT	ADA STAMP			
56 CYPRESS DR.	5'	47' 4"	X 6" 240	NO	NO	NO	?	5
00 CYPRESS DR.	5'	14'	X 6" 70	NO	NO	NO	?	4
30 FEDERAL HWY	5'	5' 8"	X 6" 30	NO	NO	NO	?	5
03 FORESTERIA	5'	25' 9"	4" 130	NO	NO	NO	?	5
07 HAWTHORNE DR.	5'	45'	4" 225	NO	NO	NO	YES	4
5 HAWTHORNE DR.	5'	10'	4" 50	NO	NO	NO	YES	4
13 HAWTHORNE DR.	5'	100'	4" 500	NO	NO	NO	YES	4
23 HAWTHORNE DR.	5'	15'	X 6" 75	NO	NO	YES	YES	4
41 HAWTHORNE DR.	5'	25'	4" 125	NO	NO	NO	YES	4
44 GREENBRIAR DR.	5'	24' 8"	4" 125	NO	NO	NO	NO	4
54 GREENBRIAR DR.	5'	10'	4" 50	NO	NO	NO	NO	4
0 LAKESHORE DR.	5'	14' 7"	4" 75 75	NO	NO	NO	NO	5
50 PALMETTO RD. "DA BASKIN"	5'	17' 6"	4" 90	NO	NO	NO	NO	5
41 LAUREL DR.	5'	4'	4" 20	NO	NO	NO	NO	5
57 FLAGLER BLVD.	5'	4' 6"	4" 25	NO	NO	NO	NO	5

4 = 1/2" 3/4" lip or elevation drop; multiple cracks; Trip Hazard.
5 = >3/4" lip; severely crushed; in need of "Immediate Repair".

2 = Narrow crack/shallow spall; potential trip hazard
3 = Cracks >1/8" w and/or deep spalls; 1/4"-1/2" lip

TOWN OF LAKE PARK

6/9/14

INITIALS *SP* DATE *7/2*

DEWALK PLACEMENT LOCATIONS	WIDTH	LENGTH	THICKNESS	ADA MAT OR ADA STAMP		EXP. JOINT	ROOTS	RATING
				ADA MAT	ADA STAMP			
59 10TH ST. (NORTH SIDE)	5'	90'	X 6" 450	NO	NO	YES	?	5
RESCENT DR. AND REDWOOD DR.	SEE	DIAGRAM	X 6" 182	YES	NO	NO	NO	NEW FOUR
RESCENT DR. AND TEAK DR.	SEE	DIAGRAM	X 6" 182	YES	NO	NO	?	NEW FOUR
100 OLD DIXIE HWY (N) ON W. KILLIAN DR.	SEE	DIAGRAM	X 6" 153	NO	NO	YES	NO	4
368 M. KILLIAN DR.	5'	14'	4" 70	NO	NO	NO	YES	5
)))	5'	15' 1"	4" 75	NO	NO	NO	YES	5
)))	6'	2' 9"	X 6" 18	NO	NO	NO	?	4
TOTAL BID								
						ADA MAT		2400.00
						402 SF @ 6" Thick @ 1.00		= 984.00
						1578 SF @ 4" Thick @ 6.00		= 9468.00

4 = 1/2"-3/8" lip or elevation drop; multiple cracks; Trip Hazard.
 5 = >3/8" lip; severely crushed; in need of "Immediate Repair".

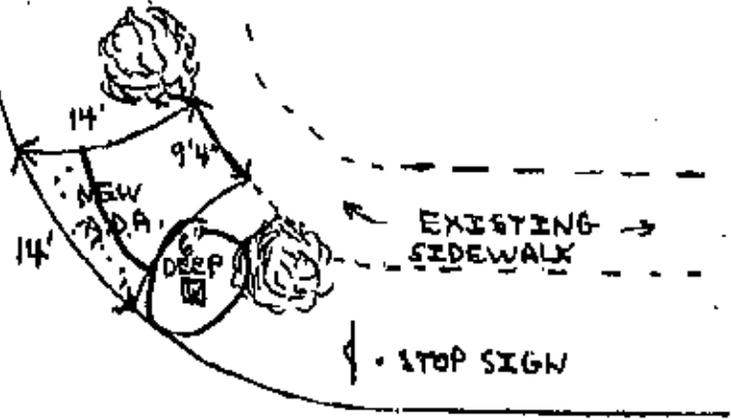
2 = Narrow crack/shallow spall; potential trip hazard
 3 = Cracks > 1/8" w and/or deep spalls; 1/4"-1/2" lip

CRESCENT DR.

INITIAL *GL* DATE 7/9

(W)

(E)



TEAK DR. ←

CRESCENT CIR.

(S)

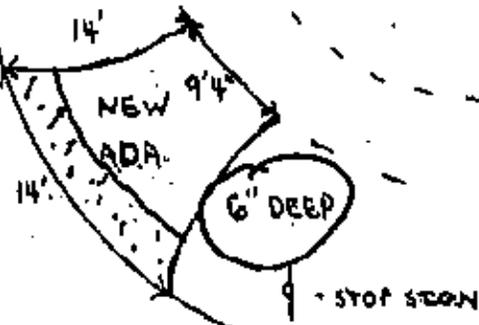
(N)

INITIAL *JS* DATE *7/5*

CRESCENT DR.

(W)

(E)



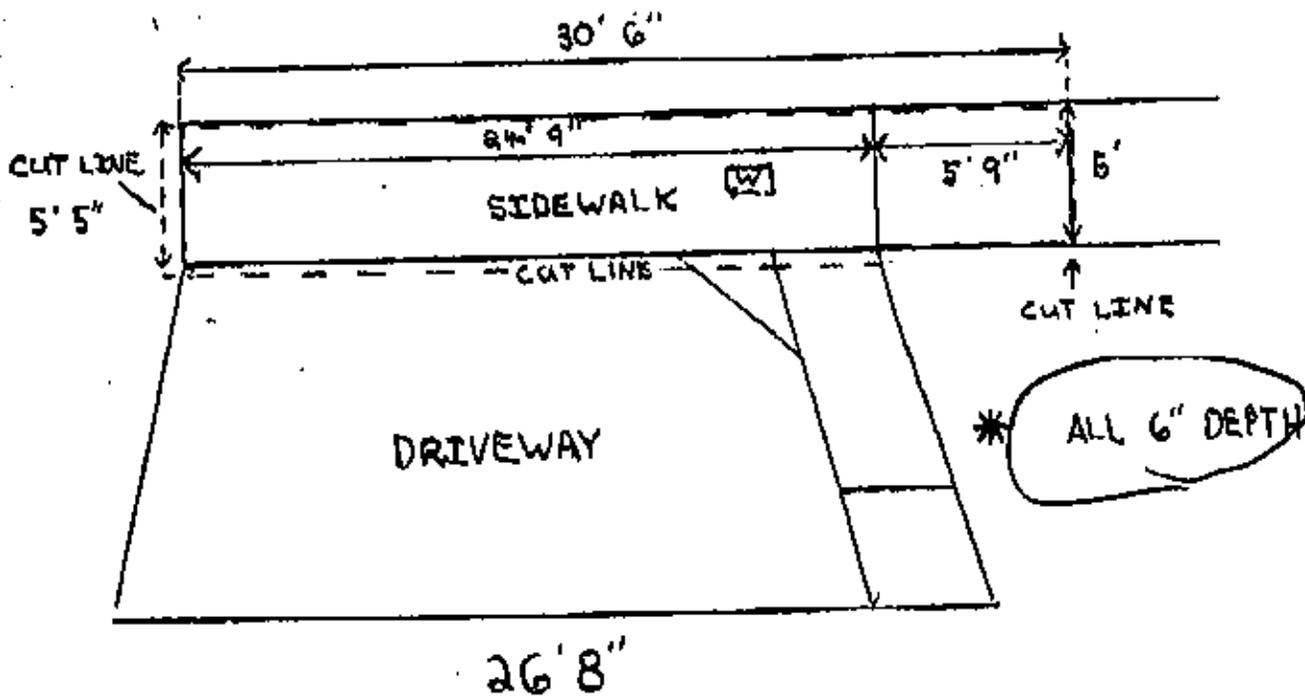
REDWOOD DR.
←

CRESCENT CIRCLE

(S)

BLVD. PAINT (REAR)
1400 OLD DIXIE HWY.

INITIAL *SG* DATE *7/5*



N. KILLIAN DR.

NOTE (-----) AREA TO CUT, REMOVE AND REPLACE

INITIAL JS DATE 7/9

**TOWN OF LAKE PARK
SCOPE OF WORK
SIDEWALK REPAIR/REPLACEMENT**

Contractor to supply all materials.

Contractor responsible for all underground located.

All contractors must register with the Town of Lake Park Community Development Department for a permit.

~~Contractor must supply barricades, cones, caution tape and/or any signage to protect work site.~~

Areas to be saw cut by contractor, remove and dispose of all materials.

All A.D.A. areas to meet current code as per Palm Beach County.

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Contractors to supply expansion joint where needed - as per location sheet.

Keep concrete truck on roadway, DO NOT RUT SWALE AREAS.

Clean up all debris after pour.

3,000 PSI concrete.

Back fill after forms removed.

Thickness to be noted on location sheet.

Width to be noted on location sheet.

The Town of
Lake Park



FAX COVER SHEET

TO: JIM COMPANY PATHWAYS CONST.
FAX# 561-684-1179 PHONE# 561-478-4822
FROM: HOWARD BUTTS COMPANY TOWN OF LAKE PARK
FAX# 561-881-3349 PHONE# 561-881-3345
RE: SIDEWALK REPLACEMENT CELL - 561-722-9379
DATE: 7/1/14 TOTAL PAGES INCLUDING COVER 7

JIM;

THIS IS THE REMOVE/REPLACE
SIDEWALK LIST.

IF YOU WANT TO MEET ME
TO GO OVER LOCATIONS CALL
561-722-9379.

AFTER REVIEW INITIAL AND DATE
TOP OF PAGE AND FAX BACK WITH
QUOTE.

NOTE; CRESCENT LOCATIONS ARE
NEW POUR AREAS

Department of Public Works

LOCATION	WIDTH (FEET)	LENGTH (FEET)	Total Square Footage	THICKNESS (INCHES)	RATING	CONTRACTORS QUOTES TO REMOVE AND REPLACE							
						5"	6"	8"	6"	4"	5"		
356 Cypress Drive	5	47.30	236.50	6	5	\$3.75	\$7.00	\$6.00	\$7.00	\$8.00	\$9.00	50.000	COST PER SQUARE FOOT
408 Cypress Drive	5	14.00	70.00	6	4		1,855.50		490.00		3,655.50		
290 Federal HWY	5	5.60	28.00	6	5		156.00		156.00		156.00		
203 Forestiana	5	25.75	128.75	4	5	740.31			772.50				
307 Maplehome	5	45.00	225.00	4	4	1,243.75			1,350.00				
315 Hawthorne	5	10.00	50.00	4	4	287.50			300.00				
323 Hawthorne	5	100.00	500.00	4	4	2,875.00			3,000.00				
323 Hawthorne	5	15.00	75.00	6	4		525.00			575.00			
341 Hawthorne	5	25.00	125.00	4	4	718.75			750.00				
244 Greenbrier	5	24.00	120.00	4	4	707.25			750.00				
254 Greenbrier	5	10.00	50.00	4	4	287.50			300.00				
810 Lakeshore	5	14.50	72.50	4	5	416.88			495.00				
650 Palmetto Rd "on Jasmine"	5	27.50	82.50	4	5	503.13			525.00				
741 Laurel Dr	5	4.00	20.00	4	5	115.00			120.00				
1457 Eagle Blvd	5	4.50	22.50	4	5	179.25			135.00				
350 10th St. (North side) Crescent Dr. and Redwood Dr. (Redwood & Trunk: composite quote price)	5	90.00	450.00	6	5		3,150.00		3,150.00				
Crescent Dr. and Trunk Dr.	diagram	diagram		6	New		2,680.00		2,680.00				
1400 Old Dixie Hwy (rear) on N. Killian Dr	diagram	diagram	167.20	6	New		2,173.90		1,173.90				
1368 N. Killian Drive	5	14.00	70.00	4	5	402.50			420.00				
1368 N. Killian Drive	5	15.00	75.00	4	5	431.25			450.00				
1368 N. Killian Drive	6	2.25	16.50	6	4		115.50		115.50				
UNIT COST TOTALS:													
MISC. COSTS (EXPANSION JOINT, ETC.)													
						8,408.75	8,985.90	9,795.50	9,705.50	2900 Sq. Ft. (contractor estimate)			
							315.00	N/A					
						528,209.09		519,001.00				\$23,208.00	

7 = Narrow crack/shallow spall; potential trip hazard
 3 = Cracks > 1/8" wide and/or deep spalls, 1/4" - 1/2" lip
 4 = 1/2" - 3/4" lip or elevation drop; multiple cracks; Trip Hazard.
 5 = > 3/4" lip; severely cracked; in need of "immediate repair".

Ordinance on First Reading

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. Tab 2

Agenda Title: AMENDMENT OF SECTIONS 18-120 THROUGH 18-127 OF THE TOWN CODE OF ORDINANCES RELATED TO SPECIAL EVENTS.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING - ORDINANCE ON 1st READING
- NEW BUSINESS
- OTHER:
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *DSS* Date: 8/7/14

Nadia Di Tommaso / Community Development Director *ND*
Name/Title

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Ordinance __-2014
Advertised: Date: <i>N/A for 1st reading</i> Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

This Ordinance on first reading is proposing to: (1) provide for an extended review timeframe for special event permit applications, and (2) modify the language so as to have it more accurately reflect the special event review procedure. This item is not proposing any new procedures or fees other than the extended review timeframe mentioned above; however, it is proposing to address *more clearly* the special event permit application requirements and criteria for review. The changes being proposed by staff are found in redline format in the attached Ordinance.

Recommended Motion: I move to APPROVE Ordinance 11-2014 on 1st reading.

ORDINANCE NO. 11- 2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to special event permits in the Town, which have been codified at Chapter 18, of the Code of Ordinances; and

WHEREAS, Town staff has recommended to the Town Commission that Sections 18-120 through 18-127 of Chapter 18 be amended to provide additional guidelines, controls, and standards for special event permits within the Town; and

WHEREAS, the Town Commission, has reviewed the recommendations of staff and has determined that amending Chapter 18, Article IV of the Code Town would further the public health, safety and general welfare.

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

Section 1. The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

Section 2. Sections 18-120 through 18-127 are hereby amended as follows:

Sec. 18-120. Purpose Special event permit required.

(a) ~~Special events permits are issued by the town for events which may include but are not limited to, the following type of activities conducted within the town, which due to the nature and/or extensiveness of the event, may have an impact on the town or a portion of the town, which thereby warrants the requirement of a special event permit.~~ A special event permit is required when the activity being conducted is expected to impact the Town or a portion of the Town beyond the normal operations or operating hours of a business, neighborhood, park or other public property, or when the exterior of a property is utilized beyond its approved use. In some cases, special events may require the temporary installation of infrastructure. Examples of special events include; grand openings and special sales events for commercial and business uses; religious functions and other types of ceremonies, craft shows and fairs, festivals and holiday events, residential/neighborhood block parties, certain sports and recreation events and functions, fundraisers, events and functions held in town parks or on town property, and other resident or residential, business and commercial events that meet the criteria and requirements of this article, and which the town's Community Development Director, in his/her sole discretion

determines will not be injurious to the public health, safety and general welfare of the town, and its residents, business owners, and visitors.

(b) Special events permits may be issued by the Town for single use special events and for multiple special events not to exceed more than 12 special events per property per calendar year, with not more than 4 special events per calendar year per the same applicant, or any person or entity affiliated with a prior permit-holder, notwithstanding any other existing town code provisions and other regulations which might otherwise prohibit the proposed special event. Special events permits are not intended, nor shall the issuance of a special event permit by the Town be deemed or construed to supersede existing zoning and other Town regulations, or to effectuate or constitute a waiver of such regulations. Not more than four special events permits shall be issued by the town to any applicant or any person or entity affiliated with a prior permit-holder, including individuals, businesses, commercial uses, and other types of applicants, in any single calendar year. Applicants, which are found to have attempted to circumvent this prohibition by using another person or entity as a qualifier or surrogate applicant, may be barred from applying for and obtaining another special events permit from the town for up to three years.

Sec. 18-121. Application deadlines for permit; specific uses; conditions.

Applications for a special events permit shall be submitted on forms provided by the Town to the eCommunity dDevelopment dDepartment for approval or denial. A technically complete application Applications must be submitted to the eCommunity dDevelopment dDepartment not less than 2114 calendar days prior to the date of the proposed special event. For special events held in Town parks, or on Town Property, an applicant shall obtain submit a special event permit from to the Town at least 6045 days in advance of the proposed special event. The eCommunity dDevelopment dDirector may shall be responsible for issuing all special event permits, however, in the event that an applicant but for permits that requires either a any one of the following: (1) waiver of Town imposed fees; or (2) closure of any Town streets for more than a 24-hour period, such, These requests must be approved by the Town Commission. approve special events permits, which have minimal impacts on surrounding uses. Uses which are determined by the Community Development Director to have potential significant impacts on surrounding uses shall require the approval of the town commission. Uses which typically have minimal impacts on surrounding uses include, but are not limited to, art, antique and craft shows, block (street) parties, and other neighborhood events, grand opening sales, outdoor fundraising events, outdoor religious ceremonies, sidewalk sales, tent

~~sales, Christmas holiday tree sales, lunch wagons, tent sales, and pumpkin sales. Applications for special events permits shall be submitted on forms prepared by the town and shall contain a detailed statement of the location(s), hours and dates of operation, and any other information deemed necessary by the Community Development Director to assist with processing the permit application. A copy of any contract between the applicant and any person providing rides, musical, theatrical and/or mechanical entertainment or amusement devices for the event shall also be submitted to the completed application. The Community Development Director or town commission Town Commission, whichever has Final approval of a special event permit issued by either the Community Development Director or approved by the Town Commission authority, may impose conditions of the permit approval which are deemed necessary to protect or further the public health, safety, and general welfare.~~

Sec. 18-122. Criteria for review of permit.

(a) *Generally.* Prior to issuing a special events permit, the ~~c~~Community ~~d~~Development ~~d~~Director or designee ~~and/or the town commission~~ shall review the application for a special events permit and all other supporting documentation submitted by the applicant in conjunction with the following criteria and any additional relevant factors or considerations to determine whether a special event permit shall be issued by the Ttown:

(1) Will the requested special event be injurious to the area involved or otherwise detrimental to the public health, safety and welfare?

~~If yes, does the benefit of granting the permit outweigh the potential negative or detrimental effects?~~

(2) Will any nuisance or hazardous feature or activity involved in the special event be suitably separated from adjacent uses? If yes, does the application adequately detail the methods and means to be used to buffer adjacent uses from the nuisance or harmful effects that the special event may generate, and does the ~~c~~Community ~~d~~Development ~~d~~Director concur that the applicant's proposal will be sufficient in this regard?

(3) Will excess vehicular traffic be generated on residential streets? If so, will off-duty law enforcement personnel be necessary? Are there other mitigating solutions which can be implemented to address the effects of excess traffic?

(4) Will a vehicular parking problem be created either internal or external to the site of the special event? If so, has the applicant provided any mitigation plan, such as off-site valet parking or other proposals to relieve anticipated parking problems?

(5) Will the special event have potential negative audible effects, and if so, to what extent, and has the applicant presented any noise mitigation plan with the application?

(6) Will the special event violate any other provisions of the Town Code, and if so, what Cecode sections are in conflict? ~~Will the benefit of granting the permit outweigh the effect of the violation(s) of the other requirements of other sections of the Town Code?~~

(7) Will the use be temporary in nature, and not include any permanent improvements? If permanent improvements are proposed and approved by the Ttown, the applicant may be required to transfer ownership of any improvements to the town via a bill of sale or other legal instrument.

(8) Will the impacts of nonresidential uses on residential properties be minimized, and if so how?

(9) Will any streets, roads, or rights-of-way be closed? ~~that may have significant impacts on the overall traffic patterns that cannot be adequately mitigated by an alternate~~ Has a Maintenance of Traffic (MOT) circulation plan been submitted? If yes, what are the costs and expenses for the road closures and related measures that may be required to detour traffic such as law enforcement personnel directing traffic, barricades, etc., and hHas the applicant agreed to make the necessary arrangements and pay all related expenses in advance?

(10) Will any proposed signage comply with the sign code requirements of chapter 70 of this Code and has a separate signage application been submitted?

Sec. 18-123. Additional criteria~~conditions~~ for permit approval.

~~As appropriate, the town commission or the The cCommunity dDevelopment dDirector may provide conditions for the permit approval. Conditions of permit approval may impose conditions as part of the permit~~

approval which of permit approval may include, but are not limited to, the following:

- (1) *Hours of operation.* Limitations on the hours of operation of the special event.
- (2) *Noise limitations.* Noise limitations more restrictive than the provisions of the Ttown Code which may be imposed to the protection for the benefit of adjacent surrounding uses.
- (3) *Traffic control.* A Maintenance of Traffic (MOT) plan To ensureing adequate and safe traffic control, provisions for the placement of barricades, signage, or law enforcement personnel, will be required for all proposed street closures and must be provided may be required at the sole expense of the applicant. Any required traffic control and/or safety devices must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the eCommunity dDevelopment dDirector for determination of compliance with any such condition.
- (4) *Sanitary restroom facilities.* Sanitary facilities shall be provided at the sole expense of the applicant, and shall be placed in a location(s) which will not negatively impact surrounding adjacent properties. Any required sanitary facilities must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the eCommunity dDevelopment dDirector for determination of compliance with any such condition.
- (5) *Food and beverages.* The preparation and sale of food and beverages is prohibited unless a permit is obtained from the Palm Beach County Hhealth Department, and any other regulatory bodies with jurisdiction. The applicant event organizer is solely responsible for ensuring all food and beverage vendors are licensed.
- (6) *Trash and garbage disposal.* Provisions for on-site garbage and trash containers and their disposal shall be provided in a location so as to prevent negative impacts on surrounding properties. All sites for special events shall be maintained in a neat and orderly manner, including the final collection and disposal of all wastes at the end of the special event. Applicants must make arrangements with the Town of Lake Park Public Works Department for special events held on public property, prior to the

issuance of a special event permit and the applicant is responsible for the pre-payment of required sanitation services.

~~(7) *Insurance.* Liability insurance, of at least \$1,000,000.00, may be required to be obtained by the Applicant with the coverages and insurance provider to be approved by the town. Such liability insurance shall insure both the applicant Applicant and the town as an additional named insured.~~

~~(7)~~

Insurance. Insurance is required for events on Town property only. Insurance coverage must be obtained by the applicant and evidenced by a certificate of insurance coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and naming the Town of Lake Park as the certificate holder and as an additional insured with respect to commercial general liability. If liquor is to be served at the special event, the certificate of insurance must include liquor legal liability insurance coverage usual to the insured's operations with the minimum limit of \$1,000,000. Proof of insurance must be submitted prior to the issuance of the Special Event Permit. Applicants which are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(8) *Surety or bond.* A reasonable surety or a bond may be required to insure and secure any expenses that may be incurred by the Town as a result of the permitted special event.

(9) *Other applicable zoning regulations.* Special events shall comply with all other applicable regulations of the Town Code.

(10) *Building and sign permits.* Necessary building, sign, electrical, engineering, or similar permits shall be obtained prior to commencement of thea special event.

(11) *Crowd control.* To ensure adequate and safe crowd control, provisions for security or law enforcement may be required by the Town's law enforcement services agency at the sole expense of the applicant.

(12) Non-profit organizations: A non-profit organization which proposes a special event shall submit the Certificate of Insurance along with the other information required in the application form.

(132) Other conditions. Any eOther applicableappropriate conditions may be imposed by the Community Development Director, in conjunction with all reviewing departments, to ensure that the special event does not create a nuisance.

Sec. 18-124. Permit issuance.

Special events permits issued pursuant to this article shall only be issued to the following the submittal of all required paperwork and payment of all required fees. payment of the appropriate application fee to:

(1) A business, organization or individual possessing a valid town business tax receipt; or

(2) A town resident for a special event to be held at a residence located within the town or in or upon other public or private property within the town who has paid all the respective special event fees associated with the event; or
(3) A business which does not operate a business in the Town, entity or an individual who is not a resident of the Town who has paid all the special event fees for the proposed event.

Sec. 18-125. Traffic circulation plan.

ApplicantApplicants submitting applications for special events to be located within the a public right-of-way of an arterial or collector road for a period of more than one day must be approved by the town commissionTown Commission, and the applicant shall submit a traffic circulation plan which is subject to the review and final approval of the town commission. Applicants submitting applications for special events to be located within the public right-of-way of a local road, or within an arterial or collector road for one day shall also submit a traffic circulation planThe traffic circulation plan which shall be subject to the review and final approval of the Ttown staff, including, but not limited to, the Ttown Mmanager and the Ddirector of Ppublic Wworks.

Sec. 18-1265. Cancellation Revocation of permit.

A special events permit may be canceledrevoked by the eCommunity dDevelopment dDirector upon a determination thatat any time if the terms or

conditions of the special events permit ~~are~~has been violated or cannot be met. ~~If an Applicant cannot meet the conditions required for the issuance of the special events permit, the permit may be revoked.~~ ~~If this determination is made during or after the event takes place, the applicant of the special event~~ ~~In addition, an Applicant who does not abide by the conditions of a special event permit may~~ will be subject to the forfeiture of 50% of the deposit for events on Town property, or a \$150 penalty for events on private property and will be subject to code enforcement proceedings as established in the Town Code. ~~When possible, all cancellations shall be in writing and sent by certified and regular mail to the applicant at the address listed on the special events permit application, and the cancellation notice shall state the reason for the cancellation.~~

~~Sec. 18-127. Appeal of cancellation of permit.~~

~~Any special events permit which is cancelled by the Community Development Director may be appealed in writing to the town commission within ten business days of the date of the issuance of the written notice of cancellation by the Community Development Director.~~

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. Codification. The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance may be renumbered or re-lettered to accomplish such.

Section 6. Effective date. This Ordinance shall take effect immediately upon passage.

Old Business

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. Tab 3

Agenda Title: Resolution Authorizing the Mayor to Execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association

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

Approved by Town Manager *DSS* Date: 7/31/14

Jonnie McLibbin-Surrer
 Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # 150-369-300 <input checked="" type="checkbox"/> Finance <i>BKR</i> \$126,621 in revenue will be credited to the Insurance Fund	Attachments: Resolution; Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association; Retained Earnings Allocation Worksheet; and, Copy of Agenda Item from October 2, 2013 Commission Meeting
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case BMT Please initial one.

Summary Explanation/Background:

On October 2, 2013, the Town Commission voted to consent to the final termination and dissolution of the South East Risk Management Association ("SERMA"), the former administrator of the Town's workers' compensation claims, and to the execution by the following member-municipalities of the Interlocal Agreement for Final Termination and Dissolution:

- City of Coconut Creek, Florida
- City of Lake Worth, Florida
- Town of Lake Clarke Shores, Florida
- City of Parkland, Florida

SERMA was generally terminated on September 30, 2008 and staff had been advised by Tim McCreary, President of Ascension Benefits and Insurance Solutions of Florida on behalf of SERMA's board of directors, that it was not necessary for the Town to execute the above Interlocal Agreement – i.e., consent by the Town Commission would be sufficient.

Just recently, staff has been advised that it is also necessary for the Town to execute the above Interlocal Agreement, which is attached as Exhibit A. Staff has also been advised that once the Interlocal Agreement has been executed by all member-municipalities, the Town will receive the retained earnings allocation of \$126,621. A copy of the SERMA Retained Earnings Allocation Worksheet as of May 31, 2014 is attached as Exhibit B. For ease reference, a copy of the October 2, 2013 agenda item is attached as Exhibit C.

The purpose of this agenda item is to request approval of the Resolution authorizing the Mayor to execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association. Staff recommends approval.

Recommended Motion: I move to adopt Resolution 21-0000.

RESOLUTION NO. 21-08-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT FOR FINAL TERMINATION AND DISSOLUTION OF THE SOUTH EAST RISK MANAGEMENT ASSOCIATION; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the South East Risk Management Association ("SERMA") was established on October 1, 1994 pursuant to an Interlocal Agreement by and among ten municipalities which consisted of the City of Coconut Creek, the Town of Lake Clarke Shores, the Town of Lake Park, the City of Lake Worth, the Town of Lantana, the City of North Lauderdale, the Village of North Palm Beach, the City of Oakland Park, and the City of Wilton Manors; and

WHEREAS, SERMA was terminated and ceased to exist as an active risk management association as of September 30, 2008, subsequent to which SERMA's board of directors has continued to meet to carry out the termination of the affairs of SERMA which has included the settlement of all covered claims; and

WHEREAS, several municipalities have withdrawn from SERMA and it is the desire of the remaining municipalities to provide for SERMA's final dissolution.

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

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

Section 2. The Town hereby authorizes the Mayor to execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association, a copy of which is attached hereto as **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.

EXHIBIT A

**INTERLOCAL AGREEMENT FOR FINAL TERMINATION
AND DISSOLUTION OF THE
SOUTH EAST RISK MANAGEMENT ASSOCIATION**

This is an Interlocal Agreement ("Agreement") effective as of September 5, 2013, entered into by and among the CITY OF COCONUT CREEK, the CITY OF LAKE WORTH, the TOWN OF LAKE CLARKE SHORES, and the CITY OF PARKLAND, (collectively the "Current Members") each being a municipal corporation organized and existing under the laws of the State of Florida.

RECITALS

WHEREAS, the South East Risk Management Association ("SERMA") was established by Interlocal Agreement ("Initial Interlocal Agreement") effective October 1, 1994, by and among ten (10) Florida municipalities (later joined by the Town of Davie) (collectively, "Members", as defined in the Initial Interlocal Agreement) in order to provide for a cooperative intergovernmental risk management program among the Members; and

WHEREAS, as of September 30, 2008, SERMA was terminated pursuant to the provisions of Article VIb.10 of the Initial Interlocal Agreement and SERMA ceased to exist as an active risk management association; and

WHEREAS, the Current Members are the four (4) remaining Members of SERMA representatives of which currently comprise the membership of the Board of Directors of SERMA pursuant to Article XVII of the Initial Interlocal Agreement upon the general termination of SERMA effective as of September 30, 2008; and

WHEREAS, in addition to the Current Members, the following municipalities were signatories to the Initial Interlocal Agreement and were Members of SERMA during its term: the Town of Lake Park, the Town of Lantana, the Village of North Palm Beach, the City of Oakland Park, the City of Wilton Manors and the Town of Davie (the "Former Members"); and

WHEREAS, pursuant to Article XVII of the Initial Interlocal Agreement, and subsequent to the general termination date of September 30, 2008, the Board of Directors, comprised of representatives of the Current Members, has continued to meet as necessary to carry out the termination of the affairs of SERMA, including the settlement of all covered claims incurred during the term of SERMA; and

WHEREAS, the Former Members which have withdrawn from SERMA prior to its general termination as of September 30, 2008, have continued to maintain certain obligations and responsibilities pursuant to Article XVIIIc. of the Initial Interlocal Agreement; and

WHEREAS, it is the desire of the Current Members to provide for final dissolution of SERMA and to return all remaining open claims as of the date of dissolution to the Member and/or municipality from which the claim arose.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained and for the mutual welfare of all the governmental entities involved in SERMA, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into this Interlocal Agreement.
2. **Actions of Board of Directors**. As required by Article XVII – Termination of SERMA, the Board of Directors has continued to meet to carry out the termination of the affairs of SERMA, including the settlement of covered claims incurred during the term of SERMA. The Board has obtained and accepted an annual Independent Auditor’s Report as of September 30, 2012 and has obtained an Actuarial Analysis relating to SERMA’s reserve requirements, including IBNR, as of September 30, 2012.
3. **Administrator**. The parties hereto acknowledge that as of October 1, 2004 through the present time, SERMA has retained the services of Employers Mutual, Inc., a Florida corporation, now known as Ascension Benefits & Insurance Solutions of Florida (the “Company”), to manage the business affairs of SERMA and to administer its claims in accordance with the agreement entered into between SERMA and the Company (the “Administration Agreement”). The Administration Agreement shall terminate on and the Company’s liabilities, duties and obligations pursuant to the Administration Agreement shall terminate on the Termination Effective Date (as defined below). After the Termination Effective Date, the Company shall have no further liability, duties or obligations to any Current Member or Former Member, including without limitation any duties or obligations with respect to any outstanding claims identified on Exhibit 1. For the avoidance of doubt, the Company shall have no obligation to generate reports or provide computer runs. Current and Former members will be responsible for the cost of returning all claims.
4. **List of Open Claims**. Attached hereto as Exhibit 1 is a list of open claims as of July 30, 2014, for each Current and Former Member. Execution of this Interlocal Agreement constitutes concurrence as to the information contained in said Exhibit 1 by each affected Current or Former Member.
5. **Final Dissolution of SERMA**. The Current Members hereby agree to dissolve SERMA, which entity shall cease to exist or to carry out any further activities or obligations pursuant to the Initial Interlocal Agreement. Such final dissolution shall be effective only upon the execution of this Interlocal Agreement by the Current Members and consented to by no less than four (4) Former Members of SERMA, the Termination Effective Date.

Upon dissolution, and in accordance with the Actuarial Analysis hereinabove described, all assets, liabilities and retained earnings will be distributed to each Current and Former Member including a return of, among other items, cash and open and closed files. Attached as Exhibit 2 is a SERMA Retained Earnings Allocation Worksheet as of September 30, 2012, identifying contributions, expenses, retained earnings allocation, reserves, and cash. Execution of this Interlocal Agreement shall constitute acceptance of

and agreement with the methodology in which to return all assets, liabilities and retained earnings contained in said Exhibit 2 by each Current or Former Member. It is noted that these assets, liabilities and retained earnings are ever changing as claims and expenses are paid. The final distribution is to be determined on said Termination Effective Date. Note that reinsurance recoveries and assets from SBA Fund B will be distributed as received.

6. **Future Adjudication of Claims.** Each Current and Former Member recognizes that the outstanding claims as identified on Exhibit 1 will be returned to the Current or Former Member, which municipality will be individually liable for the adjudications, settlement and all costs and expenses associated with such claim or claims.

7 **Release.** (a) Each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges each and every other Current and Former Member, their officers and employees, from and against any and all claims, demands, judgments, costs, losses and causes of action, and suits, arising in law or equity, arising from, out of, or by reason of the Initial Interlocal Agreement or this Interlocal Agreement, including claims by third parties.

(b) In addition, each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorney's fees and cost) in law or equity, arising out of, from, or by reason of the initial Interlocal Agreement, this Agreement, and/or Administrative Agreement, including claims by third parties. The release set forth in this paragraph shall survive the termination of this Agreement and the termination of the Administration Agreement. All parties agree that the Company shall be, and is hereby, named as an express third party beneficiary of this agreement, with full rights as such. The provisions of this paragraph 7(b) are in addition to the provisions regarding release, indemnification, defense, and hold harmless of the Company set forth in the Administration Agreement, which provisions shall survive termination of the Administration Agreement.

8. **Sovereign Immunity.** Nothing contained herein is intended nor shall it be construed to waive any of the rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **Status of Interlocal Agreement.** This Interlocal Agreement shall supersede any and all conflicting provisions of the Initial Interlocal Agreement or the Bylaws adopted by the Board of Directors dated November 14, 2006.

10. **Venue and Governing Law.** Any claim, objection or dispute arising out of this Interlocal Agreement shall be litigated in the judicial circuit of the defendant Current or Former Member. The validity, construction and effect of this Interlocal Agreement shall be governed by the laws of the State of Florida.

11. **Attorney's Fees.** The prevailing party shall be entitled to an award of reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party including reasonable appellate fees and costs.

12. **Severability.** Should any part, term or provision of this Interlocal Agreement be decided by the courts to be illegal or in conflict with any other law of the State of Florida or any other part of this Interlocal Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

13. **Entire Agreement.** It is agreed among the parties that this Interlocal Agreement shall comprise the entire agreement containing all terms and conditions agreed to among the parties, and no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Execution and Effective Date.** This Interlocal Agreement shall be effective upon the date that 2/3 (i.e. 8) of the Current and Former Members have either executed, or consented to, as applicable, this Interlocal Agreement.

15. **Counterpart Signatures.** This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

16. **Filing of Interlocal Agreement.** Pursuant to the requirements of Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Court in and for Broward County, Florida, and Palm Beach County, Florida.

IN WITNESS WHEREOF, THE CITY OF COCONUT CREEK has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF LAKE WORTH has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE CLARKE SHORES has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF PARKLAND has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE PARK has made and executed this Interlocal Agreement on the ____ day of _____, 2014, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

TOWN OF LAKE PARK

Town Clerk

By: _____,
James DuBois, Mayor

Approved as to form and legal
Sufficiency:

By: _____
Town Attorney

As of 7/30/2014



SERMA Loss Report- All Open Claims

City of Coconut Creek-SERMA

Claim LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
GC	777000020945-001	GLPI	8/6/2004	FALCONER, STEPHANIE	\$22,034.50	\$24,465.50	\$46,500.00	OL
VA	777000020898-002	BI	7/27/2004	GIGLIO, JOHN	\$0.00	\$1,000.00	\$1,000.00	O
WC	7771000018167	LT	2/18/2001	COPPOLA, DOMINIC	\$60,298.07	\$98,201.93	\$158,500.00	O
WC	7771010018558	BLT	8/15/2002	MARKLAND, ROBERT	\$26,774.95	\$75,225.05	\$102,000.00	OL
WC	7771030019727	LT	6/22/2004	HARTNETT, JAVNE	\$5,782.46	\$171,717.54	\$177,500.00	O
WC	7771040020022	LT	11/22/2004	CRISPIN, ROBERT	\$47,984.18	\$160,525.82	\$208,510.00	O
WC	WC777-82007028228	BLT	5/29/2007	HARRISON, WILLIAM	\$3,531.70	\$62,548.80	\$66,080.50	R
WC	WC777-82007079776	BLT	11/4/2007	WHITFORD, RYAN	\$2,984.55	\$42,665.45	\$45,650.00	O
WC	WC777-82007080136	BLT	12/28/2007	THIVENER, KATHERYN	\$32,225.15	\$89,774.85	\$122,000.00	OL
WC	WC777-82008080799	BLT	3/20/2008	MARKLAND, ROBERT	\$23,564.23	\$76,085.77	\$99,650.00	OL
Subtotal					\$25,179.78	\$882,210.72	\$1,027,390.50	

City of Lake Worth-SERMA

Claim LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	7770970016722	BLT	9/29/1998	WALDRON, CATHY	\$65,792.85	\$174,707.15	\$240,500.00	O
WC	7770990017568	BLT	6/27/2000	BLOCK, WILLIAM	\$7,885.13	\$29,314.87	\$37,200.00	O
WC	7771010018242	LT	12/21/2001	REISE, RUSSELL	\$23,448.41	\$79,561.59	\$103,010.00	O
WC	7771020018717	LT	12/17/2002	ESTIME, GUEROLD	\$14,331.93	\$55,968.07	\$70,300.00	R
WC	7771020019121	LT	9/4/2003	SPEERIN, GEORGE	\$61,421.68	\$162,878.32	\$224,300.00	O
WC	7771030019754	BLT	6/29/2004	HANYECZ, APRIL	\$23,444.67	\$165,720.34	\$189,165.00	R
WC	7771050020970	BLT	6/24/2006	BARRETT, ROBERT	\$16,772.80	\$95,527.20	\$112,300.00	O
WC	7771050021264	M	12/10/2005	WHITE, KENNETH	\$36,383.85	\$31,116.16	\$67,500.00	O

WC	77710660021173	LT	10/30/2006	HAMPSHIRE, PATRICK	\$55,131.33	\$355,168.67	\$410,300.00	0
WC	77710660021220	BLT	12/29/2006	OWENS, SANDRA	\$111,718.32	\$145,281.68	\$257,000.00	0
WC	WC777-72007074335	BLT	9/1/2007	MARTIN, ELAINE	\$20,408.17	\$99,445.83	\$119,854.00	0
WC	WC777-72008081208	BLT	5/14/2008	NEVAD, JAMES	\$7,430.19	\$22,069.81	\$29,500.00	R
Claim Count: 12					Sum:	\$444,169.31	\$1,416,759.69	\$1,860,929.00

Town of Davie-SERMA

Claim	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	7771050020842	BLT	3/29/2006	RUBIN, KEITH	\$59,604.67	\$206,005.33	\$264,610.00	0
Claim Count: 1					Sum:	\$59,604.67	\$206,005.33	\$264,610.00

Town of Lake Clarke Shores-SERMA

Claim	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	WC777-82008082052	BLT	8/30/2008	ZIPNICK, CLIFFORD	\$2,819.09	\$71,880.91	\$74,700.00	0
Claim Count: 1					Sum:	\$2,819.09	\$71,880.91	\$74,700.00

Village of North Palm Beach-SERMA

Claim	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	7771020018859	LT	3/24/2003	FEDAK, RICHARD	\$3,752.96	\$979,068.99	\$982,821.95	R
WC	7771040020161	BLT	2/27/2005	MATTINO, SALVATORE	\$52,751.02	\$64,248.98	\$117,000.00	0
Claim Count: 2					Sum:	\$56,503.98	\$1,043,317.97	\$1,099,821.95

GRAND TOTALS 26

\$787,276.84

\$3,540,174.61

\$4,327,451.45

EXHIBIT B

EXHIBIT B

SERMA
Retained Earnings Allocation Worksheet
As of May 31, 2014

Member	Enter Date	Term Date	Contributions From Inception	Expense Allocation, Net of Investment Income	Retained Earnings Allocation	IBNR Allocation	Reserves	Ultimate Cash To Be Distributed	Cash On Hand To Distribute	Cash to be Received & Distributed
City of Coconut Creek	Inception	9/30/2008	12,713,745	12,484,444	249,301	172,143	236,112	657,556	583,831	73,724
City of Lake Worth	Inception	9/30/2008	30,724,287	30,382,695	341,592	393,385	442,948	1,177,925	1,045,658	132,067
City of Oakland Park	Inception	9/30/1997	2,395,568	2,254,260	141,308	-	-	141,308	125,465	15,843
City of Parkland	Inception	9/30/2008	4,341,229	4,191,383	149,846	60,247	210,093	210,093	186,538	23,555
City of Wilton Manors	Inception	9/30/1996	466,082	369,588	96,494	-	-	96,494	85,675	10,819
Town of Lake Clarke Shores	Inception	9/30/2008	919,289	901,015	18,254	9,830	3,148	31,233	27,731	3,502
Town of Lake Park	Inception	9/30/1996	597,686	471,065	126,621	-	-	126,621	112,425	14,197
Town of Lantana	Inception	9/30/2007	2,273,525	2,260,536	12,989	12,344	6,080	25,333	22,493	2,840
Village of North Palm Beach	Inception	9/30/2006	7,054,520	7,110,709	(56,189)	87,763	59,027	37,654	33,432	4,222
Town of Davie	10/1/2002	9/30/2006	12,025,897	12,250,796	(224,899)	224,160	59,027	58,288	51,753	6,535
Totals			73,511,808	72,636,491	855,317	959,872	747,316	2,582,505	2,275,201	287,304

VNP deficit billing
Davie deficit billing
R/E per FIS

40,663
212,573
1,108,553

2,278,501 Cash
31,855 SBA - Fund B
255,449 Rensurance Rec
(3,300) Accounts Payable
2,562,505 To be distributed

Cannot allocate immediately -

EXHIBIT C



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013

Agenda Item No. Tab 13

Agenda Title: Consenting to the Execution of the Interlocal Agreement for the Final Termination and Dissolution of the South East Risk Management Association

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

Approved by Town Manager *[Signature]* Date: 9/17/13

[Signature]
Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <u>150-369.300</u> <input checked="" type="checkbox"/> Finance <u>EXP</u> Possible Revenue will be credited to the <u>Insurance Fund</u>	Attachments: Copy of Initial Interlocal Agreement Establishing the South East Risk Management Association; and, Copy of Interlocal Agreement for Final Termination of the South East Risk Management Association
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>BMT</u> Please Initial one.

Summary Explanation/Background:

Effective October 1, 1994, the South East Risk Management Association was established pursuant to an initial Interlocal Agreement entered into by and among ten Florida municipalities, including the Town of Lake Park, in order to provide for a cooperative intergovernmental risk management program among the parties to the agreement. A copy of the initial Interlocal Agreement is attached as Exhibit A. The purpose of this action is to consent to the actual final termination and dissolution of the South East Risk Management Association and the execution of the Interlocal Agreement for Final Termination and Dissolution of the Southeast Risk Management Association ("SERMA") by the following four remaining SERMA members:

- City of Coconut Creek, Florida
- City of Lake Worth, Florida
- Town of Lake Clarke Shores, Florida
- City of Parkland, Florida

A copy of the Interlocal Agreement for Final Termination and Dissolution is attached as Exhibit B.

On September 30, 2008, SERMA was generally terminated pursuant to the provisions of the initial Interlocal Agreement. Subsequent to such termination, the Board of Directors of SERMA continued to meet as necessary to carry out the termination of the affairs of SERMA including the settlement of all covered claims incurred during the term of the agreement. Although some former members withdrew from SERMA prior to its general termination, SERMA continued to administer their open workers' compensation claims. Upon the final termination and dissolution of SERMA, all remaining open claims as of the date of final dissolution will be returned to the member and/or municipality from which the claim originated.

Such claims include a Florida Intergovernmental Risk and Management Association ("FIRMA") workers' compensation claim for the Town of Lake Park dating from Fiscal Year 1989 which remains open. Outstanding reserves for this claim total \$68,970.43, and staff has received assurances from Tim McCreary, President of Ascension Benefits and Insurance Solutions of Florida on behalf of the Board of Directors of SERMA, that the Town is not responsible for this amount. Staff has been assured that this outstanding claim is the only outstanding workers' compensation claim under SERMA for the Town of Lake Park and that there are monies which may be distributed to the Town, the amount of which will be determined after the execution of the Interlocal Agreement for Final Termination and Dissolution of SERMA and once the final distribution has been calculated.

While the Town of Lake Park is not a signatory to the Interlocal Agreement for Final Termination and Dissolution, consent is needed from the Town to the execution of this agreement and the final termination and dissolution of SERMA. Staff recommends Commission consent to this action.

Recommended Motion: I move to consent to the dissolution of the South East Risk Management Association.

**INTERLOCAL AGREEMENT
ESTABLISHING THE SOUTH EAST RISK MANAGEMENT ASSOCIATION**

This is an Agreement ("Agreement") entered into by and among the CITY OF COCONUT CREEK, the TOWN OF LAKE CLARKE SHORES, the TOWN OF LAKE PARK, the CITY OF LAKE WORTH, the TOWN OF LANTANA, the CITY OF NORTH LAUDERDALE, the VILLAGE OF NORTH PALM BEACH, the CITY OF OAKLAND PARK, the CITY OF PARKLAND, and the CITY OF WILTON MANORS, all of said cities being municipal corporations organized and existing under the laws of the State of Florida.

WITNESSETH, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties hereto agree as follows:

ARTICLE I - NAME

The name of the association created pursuant to this Agreement is the South East Risk Management Association ("SERMA").

ARTICLE II - DEFINITIONS

As used in this Agreement, the following terms shall have the meaning hereinafter set forth:

"Annual Payment" - The amount each Member must annually pay to fund the anticipated costs of the full operation of SERMA, as determined pursuant to the terms of this Agreement.

"Excess Insurance" - Insurance purchased by SERMA from insurance companies with a "BEST" rating of B + V or better and/or Lloyds of London to cover losses over a pre-set aggregate or specific amount up to a pre-set maximum amount of coverage.

"Joint Self-Insurance" or "Self-Funded" - A self-insurance or self-funded program in which Members agree to an Annual Payment, and where required, Supplementary Payments to support the Risk Management Pool.

"Members" - The public agencies of the State of Florida which initially or later enter into SERMA as established by this Agreement.

"Risk Management" - A program attempting to reduce or limit casualty and property losses to Members and injuries to employees caused by or arising out of the operations of Members. Where claims arise SERMA will provide processing of claims, investigation, defense and settlement within the financial limits of SERMA as established in accordance with this Agreement and will tabulate such claims, costs and losses.

"Risk Management Pool" - Public moneys established by SERMA to jointly self-insure and self-fund Property Coverages, General Liability, Automobile Liability, Professional Liability, Public

Officials Liability and Workers' Compensation, and other coverage lines approved by the Board of Directors.

"Self-Insurance" - The decision by a public agency not to purchase insurance coverage for risks below certain limits; to seek and maintain immunities provided by law for a non-insured public agency; to rely upon its financial capabilities to pay covered losses which occur in case third party claims are held valid and not barred or capped by available immunities and to purchase some insurance to protect against catastrophic or aggregate losses.

"Supplementary Payments" - Members shall also be obligated, as required, to make supplementary payments, based upon the formula established for supplementary assessments in this Agreement and the Bylaws, if the amount of the Annual Payments shall be insufficient to fund the operations of SERMA.

ARTICLE III - PURPOSE

SERMA is a cooperative agency voluntarily established by the Members pursuant to Sections 163.01, 768.28 and 440.38, Florida Statutes, for the purpose of seeking the prevention or reduction of casualty and property losses to Members and injuries to persons or employees which might result in claims being made against Members. The purpose of SERMA is to carry out and effect the agreed upon functions and purposes of this Agreement as stated herein.

It is the intent of the Members of SERMA to create an entity which will administer a Risk Management Pool and utilize such funds to defend and protect, in accordance with this Agreement, any Member of SERMA against liability for a covered loss.

All funds contained within the Risk Management Pool are funds directly derived from its Members which are public agencies of the State of Florida. It is the intent of the Members in entering into this Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a Joint Self-Insurance or Self-Funded program using governmental funds, including the purchase of any insurance hereunder, pursuant to Section 768.28 Florida Statutes, shall not waive, on behalf of any Member or such Member's employees, any defenses or immunities therein provided, or provided by the laws of the State of Florida. SERMA and its Members intend to effect no waiver of Sovereign Immunities through their use of public funds retained within the Risk Management Pool.

Such funds utilized to protect against risks in accordance with Section 768.28, Florida Statutes, are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Agreement is not intended to create an "insurer" within the meaning of any legislation giving rise to liability or applicability to "insurer", for damages, costs, fees or expenses,

etc., under Sections 624.155, 626.9541, 627.426, 627.428 Florida Statutes, or other statutes applicable to insurers in the State of Florida.

ARTICLE IV - POWERS AND DUTIES

The powers of SERMA to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Agreement, shall be as follows:

- a. To establish Bylaws and operational procedures governing the operations of SERMA which are consistent with this Agreement;
- b. To employ agents, employees and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to SERMA employees, officers and service providers, and to ensure all benefits of Section 163.01(9)(a), Florida Statutes, and all other applicable Florida Statutes;
- c. To lease real property and to purchase or lease equipment, machinery or personal property necessary for the carrying out of the purposes of SERMA;
- d. To carry out educational and other programs relating to risk reductions;
- e. To assure collection of funds for the continued administration of the Risk Management Pool;
- f. To purchase Excess Insurance to supplement the Risk Management Pool without such purchase constituting a waiver of Sovereign Immunity under Florida Law;
- g. To provide Risk Management services including the defense of and settlement of claims and to exercise the authority granted by Section 768.28, Florida Statutes.
- h. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of SERMA.
- i. To sue or be sued as a separate legal entity.
- j. To exercise such other powers and duties consistent with the purposes of this Agreement in accordance with Florida Law.

ARTICLE V - COMMENCEMENT DATE, PARTICIPATION, AND TERM

SERMA shall commence its operations as of October 1, 1994. SERMA shall continue in existence for an initial term ending September 30, 1996 including all Members executing this Agreement commencing October 1, 1994. Thereafter, the Members may, through

the manner provided in Article VI b.10., extend the term of SERMA for individual extended terms each of which may not be for more than two (2) years.

So long as SERMA shall continue in existence, any new Member joining SERMA shall remain a Member for a two (2) year term. Thus, a new Member joining SERMA for the second year of a two (2) year term shall be obligated to continue as a Member for at least the first year of the new two (2) year term if such an extended term is authorized. Subject to the provisions of this Article, any Member may withdraw from SERMA at the end of a fiscal year upon the giving of at least one (1) year's prior written notice. Such notice shall be addressed to the Claims Administrator, sent by certified mail, return receipt requested, and shall be accompanied by a resolution of the governing body of the Member electing to withdraw from SERMA.

SERMA shall establish and periodically review standards for the admission of new Members, not inconsistent herewith.

ARTICLE VI - BOARD OF DIRECTORS OF SERMA

- a. Appointment. There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of SERMA. Each Member shall appoint by motion or resolution one (1) person to represent that body (the "Representative") on the Board of Directors for a term specified in the motion or resolution along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed by the governing body of the Member and a copy of written appointment shall be provided to SERMA. The persons appointed shall remain in office until SERMA receives evidence in writing of the appointment of other persons by the governing body. The Representative selected must be an employee of the entity. The Alternate selected must be either an employee or elected official of the entity. Whenever in this Agreement there is reference to, or act required of, a Representative, such reference or act shall apply to the Alternate when acting in the stead of the Representative. No Representative or Alternate serving on the Board of Directors, nor Representative or Alternate serving as an officer, shall receive any salary from SERMA.
- b. Additional Duties. In carrying out the powers set forth in Article IV hereof, the Board of Directors shall have the responsibility for:
 1. Employing SERMA officers, agents, non-clerical employees and independent contractors;

2. Setting of compensation for all persons, firms and corporations employed by SERMA;
3. Recommending to the governing bodies of the Members any amendments to the Agreement. Any such proposed amendments must receive the approval for recommendation of two-thirds (2/3) of the total number of Representatives on the Board of Directors. No amendments may be considered by the governing bodies of the Members that have not received such approval by the Board of Directors;
4. Approval of the acceptance of new Members and expulsion of Members. The expulsion of a Member shall require the two-thirds (2/3) vote of all Representatives serving on the Board of Directors;
5. Approval and amendment of the annual budget of SERMA;
6. Approval of the operational procedures developed by the Chair;
7. Approval of educational and other programs relating to risk reduction;
8. Approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members;
9. Approval of annual Supplementary Payments to the Risk Management Pool for each Member;
10. Approval, by Resolution of the Board, of additional terms of not more than two (2) years for the extension of the term of SERMA, subject to the following notice provisions to the Members. SERMA shall provide specific written notice of the proposed Resolution to extend the term of SERMA, by certified mail, to the Mayor or Chief Elected Official of the governing body of the Members and to the Representatives and Alternates thereof, no less than ten (10) days prior to the meeting at which such Resolution is proposed to be adopted. Such approval shall require an affirmative vote of two-thirds (2/3) of all the Representatives serving on the Board of Directors of SERMA. All requirements of this Paragraph VIB.10. shall be completed prior to June 30 of the year in which the Board of Directors of SERMA is required to determine whether or not to extend the term of SERMA; and
11. Approval of a reduction or elimination in the scope of loss protection set forth in Article XI to be furnished by the Risk Management Pool derived from payments from

the Members. Such approval shall require the affirmative vote of two-thirds (2/3) of all the Representatives serving on the Board of Directors and only upon compliance with the notice requirements set forth in Article VI b.10. above.

- c. Vacancies. The Representative selected by a Member shall serve until a successor has been selected. The Representative chosen may be removed at any time by the vote of the governing body of a Member. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body, that body shall appoint a successor in writing within sixty (60) days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Agreement.
- d. Appointment of Chair and Vice-Chair. The Board of Directors shall bi-annually select a Chair and Vice Chair during the final quarter of each two (2) year term to serve during the subsequent two (2) year term. The Chair shall vote on all matters that come before the Board. The Chair shall have such other powers as may be given from time to time by action of the Board. The Vice Chair shall carry out all duties of the Chair of the Board during the absence or inability of the Chair to perform such duties and shall carry out such other functions as may be assigned from time to time by the Chair of the Board of Directors. The Board of Directors may from time to time appoint other officers to the Board.

ARTICLE VII - MEETINGS, NOTICE, RECORDS AND
VOTING REQUIREMENTS

- a. The Board of Directors shall meet at least quarterly for consideration of general business matters and at least quarterly for consideration of claims matters. The Bylaws shall make provision for the call of regular, special and emergency meetings. The Chair, or in the absence of the Chair, the Vice-Chair, shall give ten (10) days prior written notice of regular or special meetings.
- b. The Board shall provide notice of meetings as required by Section 286.011, Florida Statutes, and as provided in the Bylaws, subject to any exceptions provided by Florida law and the Bylaws.
- c. The Board shall maintain its records as required by Florida Law and as provided in the Bylaws.
- d. At all meetings of the Board, a majority of the Representatives serving on the Board of Directors of SERMA shall constitute a quorum for the transaction of business.

Except as set forth to the contrary in this Agreement, the act of the majority of Representatives present at a meeting at which a quorum is present is the act of the Board. Each Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the Representative or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted.

The Board may establish within its Bylaws a rule that a vote greater than a majority of a quorum is required for passage of a given matter provided, however, that such rule can only be established by a vote equal to or greater than the extraordinary voting requirements imposed by the proposed rule.

ARTICLE VIII - OFFICERS AND EMPLOYEES

- a. Employees: The Board may, as it from time to time determines and within the confines of SERMA's annual budget, employ an executive director, treasurer, secretary, staff, personnel, technical experts, legal counsel, and such other agents and employees, permanent or temporary, as it requires, and determine their qualifications, duties and compensation. The Board may approve and authorize contracts with other persons, firms and individuals to provide services for and on behalf of SERMA as provided herein.
- b. Officers: In addition to the Chair and Vice-Chair, the Board may establish and provide for, in its Bylaws, such officers as it deems appropriate. The Bylaws shall establish qualifications and prescribe the duties of each officer.

ARTICLE IX - COMMITTEES

The Board of Directors of SERMA may create, from time to time, such standing or ad hoc committee or committees, including an Executive Committee, as shall be necessary or desirable to carry out the functions and purposes of SERMA and in the Bylaws shall provide for their creation, membership, dissolution and the removal of members.

ARTICLE X - FINANCES AND RISK MANAGEMENT POOL

- a. Fiscal Year: The fiscal year of SERMA shall be as provided in the Bylaws of SERMA.
- b. Budget and Provisions Governing Payments: The Board of Directors shall adopt procedures within its Bylaws for preparation and approval of preliminary and final budgets for the administration of SERMA.

The Board shall establish a schedule of payments, both for Annual Payments, or installments thereof, and for Supplementary Payments due hereunder and shall provide for additional payments, in its discretion, for delinquency in any of the payments due hereunder.

- c. Cost Allocation Formula: The Board of Directors shall establish in its Bylaws a formula for the allocation of costs among its Members (the "Cost Allocation Formula"). The adoption of, and any amendment to, the Cost Allocation Formula shall require a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors.
- d. Supplementary Assessments and Surplus Distribution: The Board of Directors shall establish in its Bylaws a formula for Supplementary Assessments and Surplus Distribution. The adoption of, and any amendment to, the formulas shall require a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors.
- e. Amendment to Budget: Budgets may be amended at any time and calls for Supplementary Payments may be made by the Board of Directors, pursuant to the terms of the Bylaws. Members shall be responsible for Supplementary Payments during the entire term of SERMA and any later period when claims or expenses must be paid which are attributable to a prior fiscal year during which the expense or claim occurred.
- f. Annual Audit: The Board of Directors shall provide to the Members an annual audit report, actuarial report and any other related auditor reports of the financial affairs of SERMA to be made by a certified public accountant at the end of each fiscal year.

ARTICLE XI - EXCESS INSURANCE

SERMA will purchase Excess Insurance from underwriters of insurance with a "BEST" rating of B+V or better and/or Lloyds of London in such amounts as shall be approved by the Board of Directors, but such purchase does not, and is not intended to waive Sovereign Immunity under Florida Law.

In the event that a series of losses should exceed the amount of coverage provided by SERMA, the Excess Insurance coverage for any one (1) year, then the determination of whether to pay such uncovered loss shall be the obligation of the individual Member against whom the claim was made and judgment perfected or settlement under Florida Law.

ARTICLE XII - OBLIGATIONS OF MEMBERS

The obligations of Members of SERMA shall be as follows:

- a. To budget for, and where necessary, to levy for, and to promptly pay all Annual and Supplementary Payments to SERMA at such times and in such amounts as shall be established by the Board of Directors as set forth in this Agreement and in the Bylaws.
- b. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative;
- c. To allow SERMA reasonable access to all facilities of the Member and all records including but not limited to financial records which relate to the purpose or powers of SERMA.
- d. To allow attorneys employed by SERMA to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against the Member within the scope of loss protection furnished by SERMA.
- e. To furnish full cooperation with SERMA attorneys, claims adjusters, and any agent, employee, officer or independent contractor of SERMA relating to the purpose or powers of SERMA.
- f. To follow in its operations all loss reduction and prevention procedures established by SERMA within its purpose or powers.
- g. To report to the Claims Administrator within the time limit specified in the following items:
 1. Within ten (10) days of receipt, any and all statutory notices of claims, as well as summons and complaint or other pleading before a court or agency, involving any claim for which SERMA coverage is sought.
 2. Any oral or written demand for monetary relief for which coverage is sought.
 3. At the earliest practicable time any information of an occurrence, claim or incident received by the Member and from which the Member could reasonably conclude that coverage will be sought by said Member for such an occurrence, claim or incident.

In the event that the information set forth above is not submitted to the Claims Administrator within the time periods set forth above, the Board of Directors of SERMA may decline, in whole or part, to provide a defense to the Member or to extend the funds of SERMA for the payment of losses or damages incurred. In

reaching its decision, the Board shall consider whether and to which extent SERMA was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish timely notice of the occurrence, claim or incident to the Claims Administrator.

ARTICLE XIII - LIABILITY OF BOARD OF DIRECTORS OR OFFICERS OF SERMA

The Representatives serving on the Board of Directors or officers of SERMA shall use ordinary care and reasonable diligence in the exercise of their power, and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of SERMA funds or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. Directors shall have the immunities provided by law and in particular Section 163.01, Florida Statutes. SERMA may purchase insurance providing liability coverage for such Directors or officers.

ARTICLE XIV - ADDITIONAL INSURANCE

SERMA, through the distribution of the minutes of the Board of Directors or through other means, shall inform all Members of the scope and amount of Excess Insurance in force at all times. Membership in SERMA shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by SERMA. Such purchase shall not be construed to waive Sovereign Immunity of the Members of SERMA. SERMA shall make its facilities available to advise Members of the types of additional or different coverages available to SERMA.

ARTICLE XV - CONTRACTUAL OBLIGATION

This document shall constitute a binding contract under the Florida Interlocal Cooperation Act of 1969 among those public agencies comprising SERMA. The obligations and responsibilities of the Members set forth herein including the obligation to take no action inconsistent with this Interlocal Agreement as originally written or validly amended shall remain a continuing obligation and responsibility of the Member. The terms of this Interlocal Agreement may be enforced in a court of law by SERMA.

Except to the extent of the limited financial contributions to SERMA agreed to herein or such additional obligations as may be assumed through amendments to this Agreement, no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of SERMA to establish an organization for Risk Management only within the scope herein set forth and have not herein created,

as among themselves, any relationship of surety, indemnification or responsibility for the debts of claims against any Member.

ARTICLE XVI - EXPULSION OR TERMINATION OF MEMBERS

By the vote of two-thirds (2/3) of all Representatives serving on the Board of Directors, any Member may be expelled. Such expulsion may be carried out for one (1) or more of the following reasons:

- a. Failure to make any timely payments as provided in the Bylaws or assessments due to SERMA.
- b. Failure to undertake or continue loss reduction and prevention procedures adopted by SERMA.
- c. Failure to allow SERMA reasonable access to all facilities of the member and all records which relate to the purpose, powers or functioning of SERMA.
- d. Failure to furnish full cooperation with SERMA's attorney(ies), claims adjuster(s), and any agent, employee, officer or independent contractor of SERMA relating to the purpose, powers and proper functioning of SERMA.
- e. Failure to carry out any obligation of a Member which impairs the ability of SERMA to carry out its purpose or powers or functions.

No Member may be expelled except after notice from SERMA of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote to expel has been made by the Board of Directors. If the motion to expel made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

ARTICLE XVII - TERMINATION OF SERMA

If at the conclusion of any fixed term of SERMA, the Board of Directors does not vote to continue the existence of SERMA, pursuant to the provisions of Article VIB.10. hereof, then SERMA shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors shall

continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of SERMA. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of SERMA. All Members upon a general termination of SERMA, shall remain fully obligated for their portion of any covered claims and expenses which were incurred or created during the term of their membership, along with any other unfulfilled obligations, including but not limited to calls for Supplementary Payments for years of their membership which may be required and called for in subsequent years. All then current Members of SERMA, upon a general termination of SERMA, shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in SERMA for such years as they were Members of SERMA.

In the event of the general termination of SERMA, the Board of Directors shall request a formal report on the adequacy or redundancy of its Loss and Loss Adjustment Expense Reserves as of the date of dissolution from a qualified and designated member of the Casualty Actuarial Society. In addition, the Board of Directors shall obtain an estimate as of the date of dissolution from its claims servicing company as to the anticipated value of services to be performed after the date of dissolution to continue the administration of the claims in reserve as of that date until all claims obligations will have been met. Distribution of surplus funds shall be made in accordance with this Agreement and the Bylaws.

ARTICLE XVIII - WITHDRAWAL OR EXPULSION FROM SERMA

- a. Withdrawal. After the initial term of SERMA, any Member of SERMA may withdraw from SERMA at the end of the fiscal year upon the giving of at least one (1) year's prior written notice. Such notice shall be addressed to the Chair, and shall be accompanied by a resolution of the governing body of the Member electing to withdraw.
- b. Expulsion. A Member of SERMA may be expelled according to the provisions and procedures of Article XVI of the Agreement and Bylaws.
- c. Obligations of Withdrawing or Expelled Members. After any withdrawal or expulsion as provided herein, the former Member shall continue to be fully responsible and obligated for its portion of covered claims and expenses against SERMA, which covered claims were incurred during the term of membership, along with any other unfulfilled obligations, and shall be entitled to a return of surplus as provided in this Agreement, and the Bylaws, as if it were still a member of SERMA. The withdrawing or expelled Member shall, after withdrawal or

expulsion, no longer be entitled to participate or vote as a member of the Board of Directors of SERMA.

ARTICLE XIX - CONTINUED EXISTENCE OF THE BROWARD RISK MANAGEMENT ASSOCIATION ("BRMA") and THE FLORIDA INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION ("FIRMA")

The Members recognize and acknowledge that BRMA and FIRMA continue to exist, under valid interlocal agreements, as entities independent of SERMA for the purpose of administering the affairs, business, and obligations of each Association incurred through and including September 30, 1994. SERMA shall assume no liability, responsibility, or benefit whatever from the continued operation of BRMA and FIRMA. All resources, claims, liabilities and surplus fund balances of BRMA and FIRMA shall be legally and financially segregated from the resources and liabilities of SERMA.

ARTICLE XX - AMENDMENT OF AGREEMENT

Any amendment or modification to this Agreement shall be contained in a written document executed with the same formality and of equal dignity herewith. Any amendment or modification to be effective shall be approved by no less than a two-third (2/3) vote of approval of the governing bodies of the Members, and only upon the favorable recommendation of no less than two-thirds (2/3) vote of all Representatives of the Board of Directors.

ARTICLE XXI - SEVERABILITY

In the event that any provision of this Agreement shall be determined to be invalid and unenforceable by any court of competent jurisdiction, the remaining terms and conditions of this Agreement shall continue in full force and effect.

ARTICLE XXII - ENTIRE AGREEMENT

It is agreed among the parties that this Agreement shall comprise the entire agreement containing all terms and conditions agreed to among the parties, and no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

ARTICLE XXIII - EFFECTIVE DATE

This Agreement shall become effective and retroactive to October 1, 1994.

ARTICLE XXIV - EXECUTION

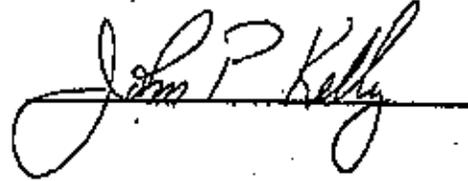
This Agreement shall be executed in eleven (11) counterparts, each of which shall be deemed an original.

ARTICLE XXV - FILING OF AGREEMENT

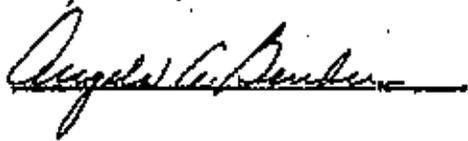
Pursuant to the requirements of Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerks of the Circuit Court in and for Broward County, Florida, and Palm Beach County, Florida.

FTL-122656.4

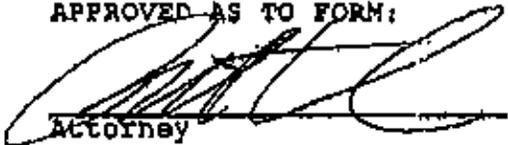
IN WITNESS WHEREOF, the CITY OF COCONUT CREEK has made and executed this Agreement on the 26 day of JANUARY, 1995, duly authorized by Resolution, a certified copy of which is attached hereto, and duly executed by its authorized representatives.



ATTEST:

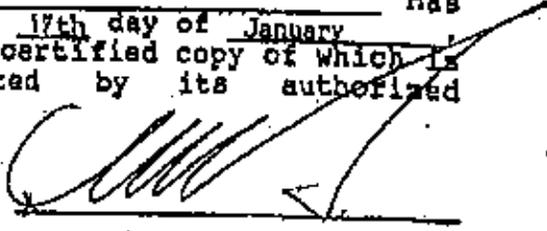


APPROVED AS TO FORM:


Attorney

FTL-122656,4
11/30/94

IN WITNESS WHEREOF, the Town Council has made and executed this Agreement on the 17th day of January, 1994, duly authorized by Resolution, a certified copy of which is attached hereto, and duly executed by its authorized representatives.



ATTEST:

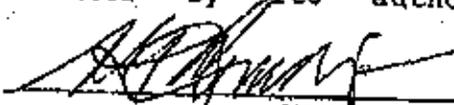
Joanna Sutton

APPROVED AS TO FORM:

Betsy S. Burden
Attorney

FTL-122656.4
11/30/94

IN WITNESS THEREOF, The MAYOR OF THE CITY OF LAKE WORTH has made and executed this Agreement on the 10th day of February, 1995, duly authorized by Resolution 1-95, a certified copy of which is attached hereto, and duly executed by its authorized representatives.


MAYOR

ATTEST:


City Clerk 6-19-95

APPROVED AS TO FORM:


City Attorney

IN WITNESS WHEREOF, the Village of North Palm Beach has made and executed this Agreement on the 12th day of January, 1998, duly authorized by Resolution, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

Paul H. Vastata
Mayor

ATTEST:

Rosemary Perry
Village Clerk

APPROVED AS TO FORM:

Gregory N. Beck
Attorney

FTL-122656.4
11/30/94

This is a True Copy
IN WITNESS WHEREOF, I hereunto set my hand and
affix the seal of the Village of North Palm Beach,
Florida, this 12th day of January,
A.D. 1998

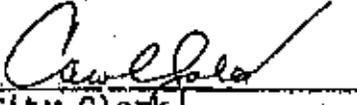
Rosemary Perry, OMC
Village Clerk

IN WITNESS WHEREOF, the CITY OF OAKLAND PARK has made and executed this Agreement on the _____ day of _____ 1995, duly authorized by Resolution of the City, a certified copy of which is attached hereto, and duly executed by its authorized representatives.



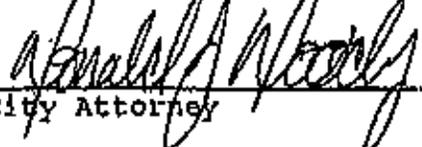
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

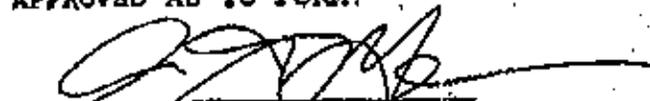
IN WITNESS WHEREOF, the PARKLAND CITY COMMISSION has made and executed this Agreement on the 18th day of JANUARY, 1995, duly authorized by Resolution, a certified copy of which is attached hereto, and duly executed by its authorized representatives.


SAL PAGLIARA, MAYOR.

ATTEST:


SUSAN ARMSTRONG, CITY CLERK

APPROVED AS TO FORM:


Attorney Andrew Marrodia

FTL-122656.4
11/30/94

**INTERLOCAL AGREEMENT FOR FINAL TERMINATION
AND DISSOLUTION OF THE
SOUTH EAST RISK MANAGEMENT ASSOCIATION**

This is an Interlocal Agreement ("Agreement") effective as of _____, 2013, entered into by and among the CITY OF COCONUT CREEK, the CITY OF LAKE WORTH, the TOWN OF LAKE CLARKE SHORES, and the CITY OF PARKLAND, (collectively the "Current Members") each being a municipal corporation organized and existing under the laws of the State of Florida.

RECITALS

WHEREAS, the South East Risk Management Association ("SERMA") was established by Interlocal Agreement ("Initial Interlocal Agreement") effective October 1, 1994, by and among ten (10) Florida municipalities (later joined by the Town of Davie) (collectively, "Members", as defined in the Initial Interlocal Agreement) in order to provide for a cooperative intergovernmental risk management program among the Members; and

WHEREAS, as of September 30, 2008, SERMA was terminated pursuant to the provisions of Article VIb.10 of the Initial Interlocal Agreement and SERMA ceased to exist as an active risk management association; and

WHEREAS, the Current Members are the four (4) remaining Members of SERMA representatives of which currently comprise the membership of the Board of Directors of SERMA pursuant to Article XVII of the Initial Interlocal Agreement upon the general termination of SERMA effective as of September 30, 2008; and

WHEREAS, in addition to the Current Members, the following municipalities were signatories to the Initial Interlocal Agreement and were Members of SERMA during its term: the Town of Lake Park, the Town of Lantana, the Village of North Palm Beach, the City of Oakland Park, the City of Wilton Manors and the Town of Davie (the "Former Members"); and

WHEREAS, pursuant to Article XVII of the Initial Interlocal Agreement, and subsequent to the general termination date of September 30, 2008, the Board of Directors, comprised of representatives of the Current Members, has continued to meet as necessary to carry out the termination of the affairs of SERMA, including the settlement of all covered claims incurred during the term of SERMA; and

WHEREAS, the Former Members which have withdrawn from SERMA prior to its general termination as of September 30, 2008, have continued to maintain certain obligations and responsibilities pursuant to Article XVIIIc. of the Initial Interlocal Agreement; and

WHEREAS, it is the desire of the Current Members to provide for final dissolution of SERMA and to return all remaining open claims as of the date of dissolution to the Member and/or municipality from which the claim arose.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained and for the mutual welfare of all the governmental entities involved in SERMA, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Interlocal Agreement.
2. **Actions of Board of Directors.** As required by Article XVII - Termination of SERMA, the Board of Directors has continued to meet to carry out the termination of the affairs of SERMA, including the settlement of covered claims incurred during the term of SERMA. The Board has obtained and accepted an annual Independent Auditor's Report as of September 30, 2012 and has obtained an Actuarial Analysis relating to SERMA's reserve requirements, including IBNR, as of September 30, 2012.
3. **Administrator.** The parties hereto acknowledge that as of October 1, 2004 through the present time, SERMA has retained the services of Employers Mutual, Inc., a Florida corporation, now known as Ascension Benefits & Insurance Solutions of Florida (the "Company"), to manage the business affairs of SERMA and to administer its claims in accordance with the agreement entered into between SERMA and the Company (the "Administration Agreement"). The Administration Agreement shall terminate on and the Company's liabilities, duties and obligations pursuant to the Administration Agreement shall terminate on the Termination Effective Date (as defined below). After the Termination Effective Date, the Company shall have no further liability, duties or obligations to any Current Member or Former Member, including without limitation any duties or obligations with respect to any outstanding claims identified on Exhibit 1. For the avoidance of doubt, the Company shall have no obligation to generate reports or provide computer runs. Current and Former members will be responsible for the cost of returning all claims.
4. **List of Open Claims.** Attached hereto as Exhibit 1 is a list of open claims as of _____, 2013, for each Current and Former Member. Execution of this Interlocal Agreement constitutes concurrence as to the information contained in said Exhibit 1 by each affected Current or Former Member.
5. **Final Dissolution of SERMA.** The Current Members hereby agree to dissolve SERMA, which entity shall cease to exist or to carry out any further activities or obligations pursuant to the Initial Interlocal Agreement. Such final dissolution shall be effective only upon the execution of this Interlocal Agreement by the Current Members and consented to by no less than four (4) Former Members of SERMA, the Termination Effective Date.

Upon dissolution, and in accordance with the Actuarial Analysis hereinabove described, all assets, liabilities and retained earnings will be distributed to each Current and Former Member including a return of, among other items, cash and open and closed files. Attached as Exhibit 2 is a SERMA Retained Earnings Allocation Worksheet as of September 30, 2012, identifying contributions, expenses, retained earnings allocation, reserves, and cash. Execution of this Interlocal Agreement shall constitute acceptance of

and agreement with the methodology in which to return all assets, liabilities and retained earnings contained in said Exhibit 2 by each Current or Former Member. It is noted that these assets, liabilities and retained earnings are ever changing as claims and expenses are paid. The final distribution is to be determined on said Termination Effective Date. Note that reinsurance recoveries and assets from SBA Fund D will be distributed as received.

6. **Future Adjudication of Claims.** Each Current and Former Member recognizes that the outstanding claims as identified on Exhibit 1 will be returned to the Current or Former Member, which municipality will be individually liable for the adjudications, settlement and all costs and expenses associated with such claim or claims.

7 **Release.** (a) Each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges each and every other Current and Former Member, their officers and employees, from and against any and all claims, demands, judgments, costs, losses and causes of action, and suits, arising in law or equity, arising from, out of, or by reason of the Initial Interlocal Agreement or this Interlocal Agreement, including claims by third parties.

(b) In addition, each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorney's fees and cost) in law or equity, arising out of, from, or by reason of the initial Interlocal Agreement, this Agreement, and/or Administrative Agreement, including claims by third parties. The release set forth in this paragraph shall survive the termination of this Agreement and the termination of the Administration Agreement. All parties agree that the Company shall be, and is hereby, named as an express third party beneficiary of this agreement, with full rights as such. The provisions of this paragraph 7(b) are in addition to the provisions regarding release, indemnification, defense, and hold harmless of the Company set forth in the Administration Agreement, which provisions shall survive termination of the Administration Agreement.

8. **Sovereign Immunity.** Nothing contained herein is intended nor shall it be construed to waive any of the rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **Status of Interlocal Agreement.** This Interlocal Agreement shall supersede any and all conflicting provisions of the Initial Interlocal Agreement or the Bylaws adopted by the Board of Directors dated November 14, 2006.

10. **Venue and Governing Law.** Any claim, objection or dispute arising out of this Interlocal Agreement shall be litigated in the judicial circuit of the defendant Current or Former Member. The validity, construction and effect of this Interlocal Agreement shall be governed by the laws of the State of Florida.

11. **Attorney's Fees.** The prevailing party shall be entitled to an award of reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party including reasonable appellate fees and costs.

12. **Severability.** Should any part, term or provision of this Interlocal Agreement be decided by the courts to be illegal or in conflict with any other law of the State of Florida or any other part of this Interlocal Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

13. **Entire Agreement.** It is agreed among the parties that this Interlocal Agreement shall comprise the entire agreement containing all terms and conditions agreed to among the parties, and no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Execution and Effective Date.** This Interlocal Agreement shall be effective upon the date that 2/3 (i.e. 8) of the Current and Former Members have either executed, or consented to, as applicable, this Interlocal Agreement.

15. **Counterpart Signatures.** This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

16. **Filing of Interlocal Agreement.** Pursuant to the requirements of Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Court in and for Broward County, Florida, and Palm Beach County, Florida.

IN WITNESS WHEREOF, THE CITY OF COCONUT CREEK has made and executed this Interlocal Agreement on the ____ day of _____, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF LAKE WORTH has made and executed this Interlocal Agreement on the __ __ day of _____, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE CLARKE SHORES has made and executed this Interlocal Agreement on the ___ day of _____, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF PARKLAND has made and executed this Interlocal Agreement on the ___ day of _____, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney



BRMA, FIRMA, SERMA Open Claims as of 4/17/2013

Division Name	LOB	Claim Code	Claim Type	Claim Number	Date of Invoicing	Contractor Firm Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
City of Coconut Creek-SERMA	OC	GLP	GLP	777000020945-001	6/6/2004	FALCONE, STEPHANIE	\$22,794.50	\$23,705.50	\$46,500.00	O
City of Coconut Creek-SERMA	OC	GLP	GLP	GC777-42007079752	7/25/2007	Umaña, Sebastian	\$52,638.91	\$4,953.06	\$37,611.87	O
City of Coconut Creek-SERMA	VA	BI	BI	777000018674-002	11/16/2002	ZABRISKIE, SEVERLY	\$16,568.58	123,940.44	\$52,500.00	R
City of Coconut Creek-SERMA	VA	BI	BI	777000020488-001	7/27/2004	GILJO, CAROLE	\$48,505.95	\$127,854.05	\$178,350.00	O
City of Coconut Creek-SERMA	WVC	BLT	BLT	7771070016548	6/15/2002	MARLAND, ROBERT	\$53,445.39	\$69,554.14	\$102,000.00	O
City of Coconut Creek-SERMA	WVC	BLT	BLT	7771050020951	4/24/2008	MHANA, ZANID	\$2,443.79	\$597,212.57	\$599,800.36	R
City of Coconut Creek-SERMA	WVC	BLT	BLT	WVC777-42007078228	5/29/2007	HARRISON, WILLIAM	\$1,063.47	\$82,382.66	\$83,456.03	R
City of Coconut Creek-SERMA	WVC	BLT	BLT	WVC777-42007079776	11/4/2007	WHITFORD, RYAN	\$4,989.80	\$40,690.20	\$45,650.00	O
City of Coconut Creek-SERMA	WVC	BLT	BLT	WVC777-42007040136	12/29/2007	THENER, KATHRYN	\$30,690.93	\$85,303.97	\$122,000.00	O
City of Coconut Creek-SERMA	WVC	BLT	BLT	WVC777-42007040136	12/29/2008	MARLAND, ROBERT	\$23,696.44	\$75,843.56	\$90,690.00	O
City of Coconut Creek-SERMA	WVC	BLT	BLT	7771000018167	2/18/2001	CORPOLA, DOMENIC	\$44,431.83	\$94,088.17	\$158,500.00	O
City of Coconut Creek-SERMA	WVC	BLT	BLT	7771000018167	6/23/2004	MARTNETT, JAYNE	\$23,599.26	\$73,500.72	\$177,500.00	O
City of Coconut Creek-SERMA	WVC	LT	LT	7771030018727	11/22/2004	CORSPIN, ROBERT	\$11,429.33	\$113,090.67	\$124,510.00	O
City of Coconut Creek-SERMA	WVC	LT	LT	7771040020002	5/25/1987	MARR, KENNETH	\$110,728.39	\$931,698.78	\$1,062,398.15	O
City of Genovese-FIRMA	WVC	BLT	BLT	1770870002289	11/27/1987	KATZ, STEFAN	\$25,794.67	\$769,322.02	\$176,597.63	R
City of Lake Worth-SERMA	WVC	BLT	BLT	7771030018754	6/29/2004	MAAYECZ, APRIL	\$25,900.84	\$46,318.16	\$112,300.00	O
City of Lake Worth-SERMA	WVC	BLT	BLT	7771030020370	6/24/2008	BARRETT, ROBERT	\$26,990.82	\$129,373.50	\$237,000.00	O
City of Lake Worth-SERMA	WVC	BLT	BLT	7771030021220	12/28/2008	OWENS, SANDRA	\$27,731.07	\$119,654.00	\$179,600.00	O
City of Lake Worth-SERMA	WVC	BLT	BLT	WVC777-72607074535	9/12/2007	MARTIN, ELAINE	\$27,171.57	\$75,830.43	\$103,010.00	O
City of Lake Worth-SERMA	WVC	LT	LT	77710970016722	9/28/1991	WALDRON, CATHY	\$27,171.57	\$19,235.78	\$75,830.43	O
City of Lake Worth-SERMA	WVC	LT	LT	7771010018242	12/21/2001	REBEK, RUSSELL	\$4,082.96	\$24,531.75	\$39,594.71	R
City of Lake Worth-SERMA	WVC	LT	LT	7771020016717	10/17/2002	ESTRINE, GLENOLD	\$29,936.77	\$154,363.23	\$224,300.00	O
City of Lake Worth-SERMA	WVC	LT	LT	7771020019121	9/4/2003	SPEERIN, GEORGE	\$51,788.83	\$378,524.17	\$378,524.17	O
City of Lake Worth-SERMA	WVC	LT	LT	7771060021173	10/30/2006	HARRISHIRE, PATRICK	\$12,225.61	\$22,974.39	\$35,780.00	O
City of Lake Worth-SERMA	WVC	M	M	777103000017568	6/27/2000	BLACK, WILLIAM	\$41,668.59	\$25,811.42	\$97,500.00	O
City of Lake Worth-SERMA	WVC	M	M	7771030021264	12/10/2005	WHITE, KENNETH	\$1,908.22	\$7,096.79	\$3,000.00	R
City of Lake Worth-SERMA	WVC	M	M	WVC777-72000081204	6/14/2008	HEVAD, JAMES	\$87,020.10	\$197,099.50	\$294,510.00	O
Town of Deer-SERMA	WVC	BLT	BLT	7771050020942	3/28/2006	RUBIN, KEITH	\$4,107.00	\$70,550.00	\$74,700.00	O
Town of Lake Clarke Shores-SERMA	WVC	BLT	BLT	WVC777-42008020232	6/30/2008	ZIPNICK, CALIFORNO	\$91,702.43	\$800,733.99	\$962,436.52	O
Town of Lake Park-FIRMA	WVC	LT	LT	1770860004302	3/27/1990	MARL, MATTHEWS	\$57,828.22	\$38,171.78	\$117,000.00	O
Village of North Palm Beach-SERMA	WVC	BLT	BLT	7771040020161	2/27/2005	MARTINO, SALVATORE				O

Valleys of North Palm Beach-SEPPA WC LT 7771020016888 3/6/2003 FIDAK, RICHARD

Column : 32

Sum:

329,000.35

\$941,991.64

\$1,000,000.00

0

\$1,163,406.95

\$8,206,782.72

\$7,200,168.87

SEEMA
 Received Earnings Allocation Worksheet
 As of September 30, 2012

Member	Enter Date	Term Date	Contributions From Inception	Expense Allocation, Net of Investment Income	Retained Earnings Allocation	IBMR Allocation	Reserves	Cash To Be Distributed
City of Coconut Creek	Inception	9/30/2008	12,713,745	12,423,531	290,214	156,145	333,676	820,035
City of Lake Worth	Inception	9/30/2008	30,724,287	30,285,058	439,229	448,235	522,090	1,409,554
City of Oakland Park	Inception	9/30/1997	2,395,568	2,254,769	140,799	-	-	140,799
City of Parkland	Inception	9/30/2008	4,341,229	4,177,727	163,502	88,648	-	232,150
City of Wilton Manors	Inception	9/30/1996	466,082	369,687	96,395	-	-	96,395
Town of Lake Clarke Shores	Inception	9/30/2008	919,269	898,640	21,229	11,201	4,989	37,419
Town of Lake Park	Inception	9/30/1996	597,686	471,192	126,494	-	-	126,494
Town of Lantana	Inception	9/30/2001	2,273,525	2,253,452	20,073	14,066	48,383	34,139
Village of North Palm Beach	Inception	9/30/2006	7,054,520	7,095,183	(40,663)	100,000	48,383	107,720
Town of Davie	10/1/2002	9/30/2006	12,025,897	12,238,470	(212,573)	255,415	70,604	113,446
Totals			78,511,808	72,467,107	1,044,701	1,093,709	979,742	3,118,152

VNP deficit billing 40,663
 Devle deficit billing 212,573
 R/E per F/S 1,297,937

2,461,334 Cash
 140,661 SBA - Fund 8
 532,137 Reinsurance Rec
 (16,000) Accrued Expense
 3,118,152 Cash to be distributed

New Business

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. Tab 4

Agenda Title: Approving an Addendum to the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina.

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

Approved by Town Manager *DSS* Date: 7/31/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: Foregoing \$3,060.00 of revenue to the Lake Park Harbor Marina. Funding Source: Acct. N/A <input checked="" type="checkbox"/> Finance <u><i>BKZ</i></u>	Attachments: <ul style="list-style-type: none"> * Original Dockage Agreement. * Proposed Addendum
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: <p style="text-align: center;"><u><i>DSS</i></u></p> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Freedom Adventures, LLC (dba Freedom Boat Club) has been operating their business at the Lake Park Harbor Marina since February of 2014. The original Dockage Agreement, approved by the Town Commission (copy attached) called for Freedom Boat Club to pay a monthly slip rental fee of \$4,590.00 per month while initially leasing 6 slips, \$6,120.00 per month for the leasing of 8 slips after the first 90 days of operation, and then \$7,650.00 per month for the leasing of 10 slips after the first 180 days of operation. To date, Freedom Boat Club has not been able to successfully carry out their business plan, and the number

of memberships that it has sold are a little behind schedule. To that end, they are asking if they can have a little bit of relief in paying for the last two slips after 180 days of operation. They have asked for an extension of between three (3) and six (6) months.

This agenda item is to give consideration for approving an Addendum to the original Dockage Agreement to modify the requirement to rent 10 slips after 180 days of operation by extending that requirement out to 240 days (providing them relief of two months by having the rate increase to the next level after 8 months of operation instead of the originally agreed to 6 months of operation). If this Addendum is approved, the Marina would forgo \$3,060.00 of revenue, compared to the rental rates that would be paid under the current Dockage Agreement.

Recommended Motion: I move to approve the Addendum to the February 14, 2014 Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at the Lake Park Harbor Marina.

**DOCKAGE AGREEMENT TO LEASE SLIPS TO
FREEDOM ADVENTURES, LLC (dba Freedom Boat Club)
at LAKE PARK HARBOR MARINA**

This Agreement to Lease Slips at the Lake Park Harbor Marina (Agreement) is entered into this 19 day of February 2014 between Freedom Adventures, LLC, aka Freedom Boat Club (hereinafter "FBC") and the Town of Lake Park (hereinafter the "Town").

RECITALS

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, FBC has acquired the right to own and operate an exclusive Palm Beach County FBC franchise and would like to base its franchise at the Lake Park Harbor Marina.

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

1. **RECITALS.**

The above recitals are true and correct and are hereby incorporated herein.

2. **TERM.**

The initial term of this agreement shall be for one (1) year. This Agreement shall automatically renew for two (2) additional two (2) year terms unless FBC violates any of the terms of this dockage Agreement. At the Town's sole discretion, this Agreement may be extended for five (5) additional one-year terms.

3. **PROPERTY SUBJECT TO LEASE.**

The property to be leased by the Town to FBC is located within the Marina as shown on Exhibit "A" attached hereto and incorporated herein. As shown in Exhibit "A", FBC, shall immediately make arrangements with the Marina Director to lease 6 slips, said slips to be designated by the Town, those slips designated by the Town as being located at the easternmost set of fixed slips against the seawall at the edge of the parking lot. The slips are identified as being amongst Slip No's: F-88 through F-97. Within 90 days of the execution of this agreement FBC shall make monthly payments through the term, and any renewals thereof, for an additional 2 slips (6 total). Within 180 days of the execution of this Agreement, FBC shall make monthly payments through the term, and any renewals thereof, for an additional 2 slips (10 total).

4. **TERMINATION.**

Either Party may terminate the Agreement at the end of the Term by providing the other with 60 days advance written notice of its intention to do so. Provided however, the Town may terminate this Agreement in the event FBC fails to timely pay the rent due as recited herein, or for any violation of the "dockage agreement" following written notice to FBC from the Town to FBC. If the Town notices its intention to terminate the Lease, FBC shall vacate the premises prior to the 60th day of the notice.

5. **DEPOSIT.**

FBC shall deposit with the Town an amount equal to 1 month's rent for all 10 slips within 10 business days of the execution of the Lease by the Mayor. The deposit for the 10 slips is calculated as \$7,650.00.

6. **RENT.**

FBC shall pay a monthly slip rental fee of \$17.00/ft. of dock space based on the assumed length of 45' per slip for each of the slips identified above. This amount is calculated as \$4,590.00 per month while leasing 6 slips, \$8,120.00 per month while leasing 8 slips, and \$7,650.00 per month when renting 10 slips. After the initial 1 year term, FBC shall pay the Town the same per foot slip rental rate as established by the Town for commercial vessels.

FBC shall reimburse the Town for the cost of electricity provided to the 10 rented slips at the established rate of .11 cents per kilowatt or at the prevailing rate during the term of the Lease. Water service shall be provided through the Town at a cost of \$60.00 per month for the 10 rented slips

7. **PARKING.**

The Town shall initially permit the use of 2 parking spaces per rental boat, not to exceed a maximum of 18 parking spaces, plus 1 handicapped parking space located adjacent to the 10 slips in an area designated by the Marina Director. FBC agrees to purchase a maximum of 19 parking spaces at a rate of \$100.00 per parking space per year. Parking in the designated area is restricted for FBC customer use only and under no circumstances may employees or guests of FBC use any other parking spaces that may be available in the parking lot that are available for marina tenants or the general public.

Should the demand for parking also utilized by marina tenants in the designated parking lot shared by FBC become greater than the number of spaces available, FBC agrees to renegotiate the terms of parking for its customers to the satisfaction of FBC and the Town.

Should the Town modify its annual parking pass rate, FBC shall pay to the Town the then current annual parking pass rate on the anniversary date of the Town's original issuance of parking passes.

8. SIGNS.

FBC may put up signs in those parking spaces designating them for the exclusive use of FBC members. The cost of installation of those signs and the maintenance of those signs shall be the responsibility of the FBC. FBC may also install appropriate business identification signage allowed under the Town Code. FBC shall apply to the Building Department for approval of such signage.

9. MODIFICATIONS TO SLIPS.

Should FBC wish to modify any of the 10 fixed slips by adding floating dock systems, it may do so with the Town's written approval and only after presenting to the Town any and all appropriate permits which may be required by any regulatory agencies. Prior to the end of the term or any renewal thereof, FBC shall restore the Marina to the condition that existed at the time this Agreement was executed; normal wear and tear only excepted.

10. TRASH CONTAINERS.

FBC shall provide and maintain trash containers to be determined by the Town to adequately serve FBC. The number and location of the trash containers are subject to the approval of the Town's Marina Director. Storage of trash (e.g. cartons, boxes, etc.) outside of the trash containers is prohibited and FBC shall dispose of trash on a daily basis in the dumpster designated by the Town.

11. **STORAGE LOCKERS.**

FBC shall provide and maintain a sufficient number of secure storage lockers, which may be placed on the seawall facing the leased slips. The storage lockers shall be subject to the approval of the Town's Marina Director.

12. **TRAINING.**

FBC shall provide all appropriate training to their members before members are allowed to operate their vessels. FBC shall provide the Town's Marina Director with an outline of the appropriate training program that FBC will provide.

13. **DOCKAGE TERMS.**

FBC shall comply with all requirements of the Town's standard "dockage agreement". The dockage agreement is attached hereto and incorporated herein. To the extent any of the terms in the dockage agreement conflict with this Agreement, the terms herein shall apply.

14. **SPECIAL EVENTS.**

The Town reserves the right to require that FBC temporarily modify their operations during certain events/construction, however, the Town will accommodate FBC's on-going operations somewhere within the boundaries of the marina (with a minimum of three consecutive slips in any one relocated area). The Town shall provide FBC with a minimum of thirty (30) calendar day's notice of the need to temporarily modify their operations.

15. **NOTICES**

All notices required hereunder shall be made to the parties at the address listed below:

To FBC:

Freedom Adventure, LLC
Daniel J. Lund, Managing Member
63 River Drive
Tequesta, FL 33469

and in the case of the Town, to:

THE TOWN OF LAKE PARK
c/o Town Manager
535 Park Avenue
Lake Park, Florida 33403

16. **GOVERNING LAW/VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

17. **ASSIGNMENT.**

This Agreement may not be assigned may not be assigned by FBC without the written approval of the Town. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

18. **SEVERABILITY.**

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. **WAIVER.**

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

20. **ENTIRE AGREEMENT.**

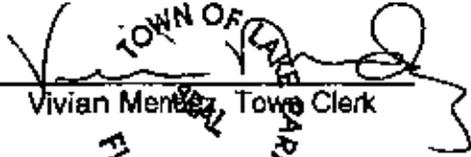
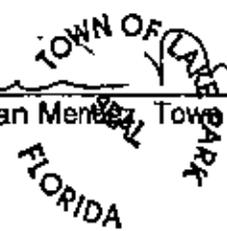
This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and FBC.

21. **PREVAILING PARTY.**

In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

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

ATTEST:

By: 
Vivian Mendez, Town Clerk


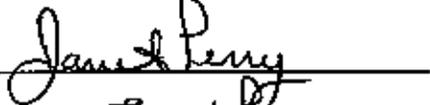
TOWN OF LAKE PARK
By: 
James Dubois, Mayor
Date: 2/19/14

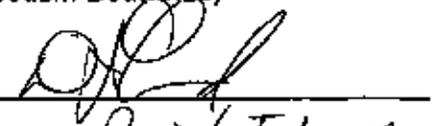
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

WITNESSES:


Print Name: SHARI CANADA


Print Name: Janet Perry

FREEDOM ADVENTURES, LLC
(dba Freedom Boat Club)
By: 
Print Name: Daniel J. Lund
Title: Manager

Addendum No. 1 to
Dockage Agreement to Lease Slips to
Freedom Adventures, LLC (dba Freedom Boat Club)
at Lake Park Harbor Marina

This first addendum, dated _____, modifies paragraph 3. Property Subject to Lease. as follows:

3. PROPERTY SUBJECT TO LEASE.

The property to be leased by the Town to FBC is located within the Marina as shown on Exhibit "A" attached hereto and incorporated herein. As shown in Exhibit "A", FBC, shall immediately make arrangements with the Marina Director to lease 8 slips, said slips to be designated by the Town, those slips designated by the Town as being located at the easternmost set of fixed slips against the seawall at the edge of the parking lot. The slips are identified as being amongst Slip No's: F-88 through F-97. Within 90 days of the execution of this agreement FBC shall make monthly payments through the term, and any renewals thereof, for an additional 2 slips (8 total). Within ~~180~~ 240 days of the execution of this Agreement, FBC shall make monthly payments through the term, and any renewals thereof, for an additional 2 slips (10 total).

In all other respects the remainder of the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom boat Club) at Lake Park Harbor Marina remains unchanged.

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
James Dubois, Mayor

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

WITNESSES:

Print Name: _____

Print Name: _____

FREEDOM ADVENTURES, LLC
(dba Freedom Boat Club)

By: _____

Print Name: _____

Title: _____

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. Tab 5

Agenda Title: Resolution to Amend the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Positions of Administrative Assistant, Recreation Director, and Library Director

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

Approved by Town Manager *DSS* Date: 7/30/14

Bonnie McKibbin
 Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution; Revised Administrative Assistant Job Description in Redline Format and Current Administrative Assistant Job Description; and, Revised Recreation Director and Library Director Job Descriptions in Redline Format
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMI</u> Please initial one.

Summary Explanation/Background:

Revision of the Administrative Assistant Job Description:

Currently, a job description exists in the Town of Lake Park Uniform Classification System entitled Administrative Assistant. The purpose of this action is to revise and update this job description to more accurately reflect the current duties and requirement of this position.

A copy of the current Administrative Assistant job description and the redline version of the revised job description are attached.

Revision of the Recreation Director Job Description:

Currently, a job description exists in the Town's Uniform Classification System entitled Recreation Director. The purpose of this action is to revise this job description by changing the job title from Recreation Director to Recreation Manager, and to reflect that this position answers to the Deputy Town Manager.

A copy of the revised Recreation Director job description is attached in redline format.

Revision of the Library Director Job Description:

Currently, a job description exists in the Town's Uniform Classification System entitled Library Director. The purpose of this action is to revise this job description to reflect that this position answers to the Deputy Town Manager, and to make several housekeeping clarifications and corrections in the current job description.

A copy of the revised Library Director job description is attached in redline format.

There will be no additional financial burden placed on the budget of the Town as a result of these actions.

Recommended Motion: I move to adopt Resolution 22-08-14.

RESOLUTION No 22-08-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN UNIFORM CLASSIFICATION SYSTEM TO REVISE THE JOB DESCRIPTIONS FOR THE POSITIONS OF ADMINISTRATIVE ASSISTANT, RECREATION DIRECTOR AND LIBRARY DIRECTOR; PROVIDING FOR THE PUBLICATION OF AN UPDATED UNIFORM CLASSIFICATION SYSTEM; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla. Stat; and

WHEREAS, the Uniform Classification System of the Town of Lake Park is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

WHEREAS, it is necessary to provide an updated listing of certain current titles and classifications within the Town service.

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

Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.

Section 2. The Uniform Classification System is amended to revise the job descriptions for the positions of Administrative Assistant, Recreation Director and Library Director. Copies of the revised job descriptions are attached hereto as Exhibit A, Exhibit B and Exhibit C respectively.

Section 3. This Resolution shall become effective October 1, 2014.

ADMINISTRATIVE ASSISTANT

JOB CODE: 260
DEPARTMENT: GENERAL - ALL DEPARTMENTS

CHARACTERISTICS OF THE CLASS:

Under the direct supervision of the Department Director, this position provides administrative and secretarial support by performing duties such as typing, filing, scheduling, compiling information relating to the department where assigned, performing financial record keeping, preparing payroll, planning and coordinating meetings and conferences, requisitioning supplies, coordinating direct mailings, and working on special projects. Also, provides technical assistance to other departmental personnel, and interacts with a diverse group of important external callers and customers as well as internal contacts at all levels of the Town organization. Performs other work and duties as assigned. This is a non-exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined here, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the Administrative Assistant position.

1. Prepares, composes, processes and maintains departmental correspondence, memoranda, reports, databases, records and statistical data; sorts and distributes departmental mail
2. Performs all administrative functions of the department to which employee is assigned
3. Assists in processing departmental applications and forms, and files and records documents with external agencies as required
4. Maintains and orders departmental office supplies
5. Attends specific meetings and transcribes meeting minutes and prepares them for approval as deemed necessary by the Department Director
6. Works independently and within a team on special recurring and nonrecurring projects. Acts as project manager for special projects at the request of the Department Director, which may include: planning and coordinating multiple presentations, disseminating information, coordinating direct mailings, and creating brochures and flyers
7. Prepares bi-weekly payroll and processes invoices for payment by the Finance Director subject to approval by the Department Director
8. Schedules and organizes complex activities such as meetings, travel, conferences, and department activities

9. Performs customer service duties including answering telephone calls and assisting departmental customers. Acts as a liaison with other Town departments and outside agencies, and explains departmental policies and procedures when necessary
10. Fulfills public record requests in a timely manner
11. Performs record management and retention duties pursuant to Florida Statutes

REQUIREMENTS:

Training and Experience:

High School diploma or GED, supplemented by a minimum of five (5) years of experience in responsible secretarial work in an administrative capacity which included organization and coordination of multiple tasks.

Knowledge, Skills and Abilities:

- Ability to maintain a high level of professional confidentiality in the performance of assigned tasks
- Excellent knowledge of composition and grammar, business English, mathematics, and modern office practices and procedures, including computers and accurate data entry abilities
- Excellent public and customer relations skills
- Knowledge of the operation, function and scope of authority of Town departments and offices
- Knowledge of techniques in research and report preparation
- Ability to respond to requests for information, complaints and administrative details and to interpret and apply Town policies, procedures and regulations
- Ability to establish and maintain effective and courteous working relationships with elected officials, co-workers and the general public
- Ability to communicate effectively both verbally and in writing
- Ability to maintain accurate records
- Ability to understand and carry out verbal and written instructions
- Ability to manage and effectively complete a heavy and diversified workload under pressure and pursuant to changing deadlines
- Ability to exercise sound independent judgment and accept responsibility for actions and/or accomplishments
- Ability to work a diverse schedule

Physical Requirements:

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear; use hands to manipulate; handle or feel objects, tools, or controls with arms and hands; and, to reach with hands and arms. The employee is frequently required to work, climb, stand or balance, stoop, kneel or crouch. The employee must occasionally lift

up to 20 pounds. Tasks may involve extended periods of time at a computer keyboard. Sensory requirements consist of close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus; and, sound perception and discrimination.

Environmental Requirements:

Work is performed without exposure to adverse environmental conditions, e.g., dirt, cold, rain, fumes, etc.

Blood Borne Pathogens:

Minimal to No Risk of Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

CURRENT JOB DESCRIPTION

Job Title: ADMINISTRATIVE ASSISTANT
Job Number: 260

Hours/Pay grade: 40 / 11 **Department: General - ALL**
Salary: Min. ~~\$ 26,979.20~~ - Max. ~~\$ 37,959.00~~
Supervised By: Department Manager **Location: General**

JOB DESCRIPTION: Perform administrative work under the direction of a Department Manager by assisting in the research and development of varied projects as well as functioning in a secretarial capacity. Provide technical assistance to other personnel and oversee the efficient running of an administrative office. Compile information relating to department where assigned as well as for other departments and the Town in General. Performs other work as requested.

GENERAL PURPOSE: Prepare, compose, process and maintain departmental letters, memos, reports, records, files and statistical data. Establish and maintain effective, courteous working relationship with co-workers. Performs administrative and secretarial coverage such as; prepare notification of meetings, prepare agendas, type minutes, etc. Complete work assignments within scheduled time frame. Accepts responsibility for actions and/or accomplishments. Undertakes special projects and other assignments as directed.

RESPONSIBILITIES:

- Prepare, compose, process and maintain departmental letters, memos, reports, records, files and statistical data.
- Establish and maintain effective, courteous, efficient, accurate and timely service to to the public in person and by phone.
- Establish and maintain effective, courteous working relationships with co-workers And other Town personnel.
- Determine and use support material as deemed necessary.
- Attend specific meetings as deemed necessary by your Department Manager.
- Work under pressure such as; heavy workload, changing deadline situations without sacrificing accuracy.
- Accepts responsibility for actions and/or accomplishments.
- Prepare, sort and distribute department mail.
- Update and maintain database for your department.

QUALIFICATIONS:

- Required:
- High school diploma or equivalent; supplemented by a minimum of five (5) years of experience in responsible secretarial work in an administrative capacity which included supervision, organization and coordination of multiple tasks.
- knowledge of business English, spelling and mathematics, modern office practices and procedures.
- Knowledge of the operation, function and and scope of authority of Town departments and offices.
- Knowledge of techniques in research and report preparation.
- Ability to respond to requests for information, complaints and administrative details and to interpret and apply Town's policies, procedures and regulations.
- Ability to make decisions in accordance with laws, ordinances, regulations, departmental policies and procedures.
- Ability to prepare effective correspondence and to perform office management details.
- Ability to maintain effective working relationships with elected officials, other employees and the general PUBLIC.
- Ability to compose letters and memos; type at the rate of 50 cwpm and to take notes and/or use transcribing equipment.
- Ability to maintain professional confidentiality in the performance of assigned tasks.
- Ability to work diverse schedule.

SPECIAL REQUIREMENTS:

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee will be required to use hands to manipulate, handle, feel or operate objects or controls and reach with hands and arms. The employee is occasionally required to climb, stand or balance, stoop, kneel or crouch. Task may involve extended periods of time at the keyboard.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include closed vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

TOOLS & EQUIPMENT USED:

Phone system, personal computer including some word processing software, calculator, copy machine, fax machine, adding machine, transcribing machine.

ENVIRONMENTAL CONDITIONS:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SELECTION GUIDELINES:

Formal application, rating of education, training and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Closing Date:

RECREATION DIRECTORMANAGER

JOB CODE: 180
~~PAY GRADE:~~ ~~18~~
DEPARTMENT: PARKS AND RECREATION

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Deputy Town Manager, responsible for the implementation and direction of a comprehensive year-round recreation program including youth and adult activities, all community events, and the management of Town rental facilities. Performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the Recreation DirectorManager position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

- Assumes full management responsibility for planning, implementing, directing and supervising the activities of the Recreation Department; develop and implement departmental operating policies and procedures subject to approval by the Deputy Town Manager; establishes program goals and objectives; develops an ongoing strategic plan for the effective operation of the Parks and Recreation Department and its recreational programs
- Prepares and administers departmental budget, control expenditures, evaluates needs and recommends staffing levels, materials, equipment and capital improvements for the effective operation of the Parks and Recreation Department
- Implements the planning of new parks, playgrounds and construction and maintenance of these facilities
- Coordinates the Town recreation program with other Town departments and outside recreational organizations, schools and various community-based organizations; serves as liaison between the Recreation Department and the community
- Works with the Human Resources Department in soliciting Solicit appropriate volunteers to implement a well-rounded recreation program

- Continuously seeks to identify strategies for marketing and advertising the Town's recreation programs and implement such strategies, and serves as the public information officer for such programs
- Coordinates and manages all aspects of events including the planning and development of event site plans, recruitment of all vendors and entertainment, and the management of all event logistics
- Maintains accurate and current records of all Parks and Recreation Department operations, and provides periodic written and verbal reports as required by the Deputy Town Manager ~~or the Town Commission~~.
- Maintains financial records and accounts for monies received and submits reports to the Deputy Town Manager Finance Department; prepares requisitions, field purchase orders, and department payroll for approval by the Deputy Town Manager and submittal to the Finance Department
- Coordinates and oversees Town bus trips; registers participants; drives the Town bus as needed
- Coordinates and oversees the rental of all Town facilities
- Manages, trains, motivates and evaluate departmental staff; reviews progress and directs changes as needed subject to approval by the Deputy Town Manager
- Represents the Town at various community events, meetings and conferences
- Performs other duties as assigned

REQUIREMENTS:

A. Education and Experience:

Bachelor's degree in sports management, education or physical education, or related field from accredited college or university; supplemented by five (5) years of progressively responsible experience and a demonstrated record of success in developing and implementing innovative community-wide recreation programs and events. Membership in the Florida Recreation and Parks Association required. Must have valid Florida CDL Class C Drivers License.

B. Knowledge, Skills and Abilities:

- Knowledge and understanding of the strategic planning process
- Knowledge of community recreation needs and resources
- Knowledge of the principles and practices of office management, work organization and supervision
- Knowledge of the principles and practices of modern parks and recreation programs

- Ability to plan, organize, coordinate, implement and manage a comprehensive parks and recreation program
- Must be able to work independently and exercise sound judgment with very little direction on routine matters
- Ability to communicate effectively, verbally and in writing
- Ability to select, manage, train and evaluate assigned staff
- Skill in the operation of general office equipment
- Ability to establish and maintain effective working relationships with departmental officials, associates, subordinates and the general public.

PHYSICAL REQUIREMENTS:

Task involves frequent walking; standing; lifting and carrying objects of moderate to heavy weight; and/or the operation of vehicles, office, computer keyboard, or hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations.

ENVIRONMENTAL REQUIREMENTS:

Task may require infrequent exposure to adverse environmental conditions.

SENSORY REQUIREMENTS:

Task requires color, sound and form perception.

BLOODBORNE PATHOGENS:

Category 11 – Moderate to Minimal Risk Exposure.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

LIBRARY DIRECTOR

CLASSIFICATION CODE: 150
PAY GRADE: ~~18~~
DEPARTMENT: LAKE PARK PUBLIC LIBRARY

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Deputy Town Manager, directly responsible for performing professional and administrative duties related to the operation and functions of the Lake Park Public Town Library. Responsibilities include planning, directing, implementing and coordinating Library services for the community. These duties include hiring and evaluating staff, budget preparation, monitoring expenditures, preparation and implementation of policies and procedures, ~~maintenance and development of library technology systems,~~ library programming, ~~maintenance and development of the library~~ library collection and the provision of library services for the general public. Answers to the Deputy Town Manager and consults with the Library Board Library Advisory Board. Performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the Library Director position.

1. Serves as the library's executive officer; planning, directing, coordinating and managing all phases of library operations.
2. Supervises library personnel, including: hiring, scheduling, payroll preparation, training, annual reviews, performance evaluations and discipline.
3. Prepares and administers the library budget, within the guidelines established by the Town Manager and the Finance Department.
4. Formulates goals and objectives, prepares the annual long range plan and incorporates these into the ongoing management of library services.
5. Monitors and evaluates library services, ~~reporting consulting with to the Library Board~~ Library Advisory Board, and reporting to the Deputy Town Manager and ~~the Town Commission, as appropriate, and/or,~~ as required.
6. Supervises programming for the public (adults, teens and children) and where appropriate, plans in cooperation of the Friends of the Library and other local civic organizations.
7. Establishes procedures and policies for keeping the collection of materials and

libraryLibrary resources current, timely and up-to-date with new technologies.

LIBRARY DIRECTOR (page 2)

8. Supervises communication and promotional activities, such as maintenance of the libraryLibrary's web site, libraryLibrary submittals to the Town newsletter and television channel, libraryLibrary brochures and other publications, press announcements and photo opportunities.
9. Promotes the libraryLibrary to the community through participation in local organizations, sponsoring ongoing art exhibits, special programs, publications, speeches, and other activities.
10. Maintains libraryLibrary connectivity, through membership in the Palm Beach County Library Cooperative, Southeast Library Information Network (SEFLIN), library automation system with the cities of Delray Beach, Boynton Beach and Palm Springs through the Cooperative Authority for Library Automation (COALA), and by cooperating with Florida State Library programs.

REQUIREMENTS:

1. Training and Experience:

Master's dDegree in libraryLibrary sScience (MLS) from a university accredited by the American Library Association, with at least three (3) years of professional experience in library administration are required. Evidence of substantial experience in public services with increasing supervisory and/or managerial responsibilities preferred. Must possess knowledge of computer operations and network systems including the Microsoft Office Suite.

2. Knowledge, Abilities and Skills

- a) Knowledge of professional library principles, ethics, and standards
- b) Knowledge of local, state and federal laws pertaining to public library management
- c) Ability to establish and maintain effective working relationships with other management staff, library staff and the general public
- d) Ability to develop long-term and short-term plans and programs consistent with the Town's mission, goals and objectives
- e) Ability to develop and present reports and recommendations effectively in oral and written form
- f) Ability to lead effectively, to direct skilled efforts and interject enthusiasm into the services provided by the libraryLibrary for the entire community
- g) Ability to keep abreast of new library services and technology for possible

applicability to the Lake Park Public Library

LIBRARY DIRECTOR (page 3)

PHYSICAL REQUIREMENTS:

Tasks involve limited physical activities, light lifting, standing and walking and dexterity in use of hands, arms and fingers for the operation of a computer keyboard or other office equipment. Work involves extended periods of time at a computer screen. Tasks involve sound and form perception and discrimination. Long hours are frequently required since the Library Director needs to be present for Town Commission meetings, libraryLibrary meetings and libraryLibrary programs.

ENVIRONMENTAL REQUIREMENTS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

SENSORY REQUIREMENTS:

Work requires color and form perception and discrimination.

BLOOD BORNE PATHOGENS:

Category II – Minimal to No Risk of Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 8/20/2014

Agenda Item No. Tab 6

Agenda Title: FISCAL YEAR 2013/2014 BUDGET ADJUSTMENT FUNDING THE PROPOSED SEAWALL REMEDIATION

- Special presentation/reports, Board appointment, Public hearing ordinance on reading, New business, Other.

Approved by Town Manager [Signature] Date: 8/14/14

Blake K. Rane [Signature] Finance Director Name/Title

Table with 3 columns: Originating Department (FINANCE), Costs/Funding Source (BKR), Attachments, Advertised status, and notification requirements.

Summary Explanation/Background:

In preparation for the awarding of contracts for the remediation of the seawall, staff recommends that the approved Marina budget be amended. The engineering estimate of the cost of the construction is \$440,000, the estimated cost of construction services is \$66,000, and staff recommends a contingency of \$44,000 (10% of the engineers estimate). This totals \$550,000, as shown on the attached schedule (Attachment "A"). At the Mid-year Budget amendment \$470,084 was appropriated for this project and the required new appropriation is estimated to be \$79,916. Staff has created a separate account number to keep this significant project separate from all previous repair efforts and proposes moving the prior appropriation and the addition amount to the new account.

Recommended Motion:

I move to adopt Resolution 23-08-14.

RESOLUTION NO. 23-08-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2013-2014 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 33-09-13; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2013 and ending September 30, 2014; and

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

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 33-09-13 a final millage rate for the Fiscal Year 2013-2014; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2013-2014, which was adopted by Resolution No. 33-09-13, and amended by Resolution No. 11-04-14.

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

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

Section 2. An amended budget of the Town of Lake Park Marina Fund is hereby approved and adopted as set forth in the attached Marina Seawall Remediation Budget Adjustment Itemization (Attachment "A").

Section 3. The Town Manager is hereby authorized to amend/transfer between the Marina Fund accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

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

Section 5. This resolution shall take effect immediately upon adoption.

Marina Seawall Remediation Budget Adjustment Itemization
August 20, 2014

ATTACHMENT "A"

Marina Fund

		Proposed Change	Totals
Revenue			
Total Marina Fund Budgeted Revenue			\$ 1,612,416
Balance Brought Forward	401-399.999	\$ 79,916	
Total Revenue Changes		\$ 79,916	79,916
Proposed Budget			\$ 1,692,332
Expenses			
Total Marina Fund Budgeted Expense			\$ 1,612,416
Repairs - Construction Deficiency	800-46050		470,084
Seawall Remediation	800-46060	\$ 550,000	
Total of Expense Changes		\$ 79,916	79,916
Proposed Budget			\$ 1,692,332

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. Tab 7

Agenda Title: Authorizing the Mayor to Execute a Dockage Agreement with Palm Beach County for the Mooring of two Fire/Rescue Boats at the Lake Park Harbor Marina.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *DSS* Date: 8/5/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: No cost. This action will generate slightly more than \$12,000.00 per year for the Lake Park Harbor Marina Funding Source: N/A <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">Draft Dockage Agreement</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>DSS</u> Please initial one.

Summary Explanation/Background:

Last year, the Town extended a courtesy to Palm Beach County Fire/Rescue by allowing them to moor one of their rescue boats at the Lake Park Harbor Marina for a few months at no cost to the County. Palm Beach County Fire/Rescue was so happy with the level of service that they received from our Marina and with the proximity of our facilities to their geographical area of responsibility, that they have decided that they would like to keep two Fire/Rescue vessels at the Marina on a more permanent basis. Therefore, they have asked to be provided with two slips, which they will pay for at the current annual rate of \$17.00 per lineal foot of vessel.

The Town presented the County with our standard Dockage Agreement and asked the County to sign the same for their two vessels. Input from the County identified that our current standard Dockage Agreement doesn't quite fit a government-to-government relationship, especially as it relates to payment of sales tax, insurance requirements, and indemnity. To that end, the County has crafted a unique Dockage Agreement which, for the most part, reflects the current rules and regulations of our operations, but deals with the unique government-to-government issues.

The purpose of this agenda item is to authorize the Mayor to sign the attached Dockage Agreement which will authorize Palm Beach County Fire/Rescue to moor two vessels at the Lake Park Harbor Marina at a monthly rate of \$17.00 per lineal foot of vessel. The agreement is for a period of one year, with two (2) one year renewals at the then best rate charged by the Marina.

Recommended Motion: I move to authorize the Mayor to execute the attached Dockage Agreement between the Town of Lake Park and Palm Beach County for the mooring of two Fire/Rescue vessels at the Lake Park Harbor Marina.

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

THIS DOCKAGE AGREEMENT made and entered into _____
by and between the Town of Lake Park, Florida, the owner and operator of the Lake Park Harbor Marina, located at 105 Lake Shore Drive, Lake Park, FL (hereinafter referred to as "Town"), and Palm Beach County, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL, who is the owner of the Vessels as more specifically described herein (hereinafter referred to as "Tenant") whose address is 301 North Olive Avenue, West Palm Beach, Florida.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Landlord hereby leases to the Tenant, and the Tenant rents from the Landlord, the Premises described herein and agrees to the terms and conditions contained herein. As follows:

1) TENANT

Owner Name(s): Palm Beach County,
a political subdivision of the State of Florida/Fire Rescue Department

Billing Address 1: Property & Real Estate Management Division, Attn: Director
2633 Vista Parkway, West Palm Beach, FL 33411 561-233-0217

Billing Address 2: Palm Beach County Attorney's Office, Attn: Real Estate
301 N. Olive Avenue, Suite 601, West Palm Beach, FL 33401 561-355-2225

Emergency (Name): Deputy Chief Mark Anderson- Palm Beach County Fire Rescue

Email: manderso@pbcgov.org Phone: 561-616-7008

2) LANDLORD

Landlord Name(s): Town of Lake Park

Address 1: 105 Lake Shore Drive

Address 2: _____

City: Lake Park State: FL Zip: 33403 Phone: 561-881-3353

Contact Name: James Hart, Marina Director

Email: jhart@lakeparkflorida.gov Phone: 561-881-3353

3) TENANT'S VESSELS:

Vessel 1: FL 3743 MG Make: Contender Year: 2003

Registration / Documentation No.: _____ Length: 32' Beam: 8' Draft: 3'

Vessel 2: FL 1625 JA Make: Wahoo Year: 1993
 Registration /
 Documentation No.: _____ Length: 23' Beam: 58" Draft: 3'

4) DOCKAGE TERM:

Lease Commencement Date: October 1, 2014, contingent upon approval of this Lease by the Palm Beach County Board of County Commissioners
 Lease Termination Date: September 30, 2015, or earlier termination as set forth herein.

RENEWAL: Tenant shall have the option to renew for two (2), one (1) year terms at the Marina's lowest lineal foot rate then being offered at the Marina.

5) MARINA CHARGES:

Annual Rental	<u>\$11,940.00*</u>	
Dockage Charges:	<u>Slip G98(1) \$544.00 per month</u> <u>Slip G98(2) \$391.00 per month</u>	Tax Exemption Sales Tax: <u>#60-211419753 C</u>
Utility Fee:	<u>Slip G98(1) \$30.00</u> <u>Slip G98(2) \$30.00</u>	Total Monthly payment: <u>\$995*</u>

Parking Spaces: Two (2) parking spaces that Fire Rescue may designate for exclusive use by stenciling on bumpers as "Fire Rescue Parking Only". The specific parking spots shall be mutually agreed on by Marina Director and Fire Rescue.
There is no additional charge for usage of the parking spaces.

*** Annual Rental payable in advance, in equal monthly installments without notice or demand. Premises includes two (2) boat slips identified above and two (2) parking spaces, plus non-exclusive access rights. Annual Rental includes dockage charges and utility fees. Utility fees are subject to change by the Town Commission with thirty (30) days advance notice as set forth in paragraph 15. The first rental payment will be due within thirty (30) days of the Palm Beach County Board of County Commissioner's approval of the Lease.**

CHARGES ARE PAYABLE MONTHLY IN ADVANCE ON THE FIRST OF THE MONTH.

- 6) The Tenant represents that information contained in this Dockage Agreement is true, correct and accurate and shall update the information contained herein.
- 7) The subleasing or assignment of the Slip by Tenant without the prior written approval of the Town is strictly prohibited. Any attempted sublease or assignment of the Slip, without the prior written approval of the Town is a violation of the requirements of this Agreement and

shall be cause for the Town's immediate termination of this Agreement without further notice.

- 8) Utilities shall be charged to the Tenant at such rates as may be approved by the Town Commission from time to time. The established utility rates are subject to change by the Town Commission at any time taking into consideration such factors as the Town Commission, in its sole discretion deems just, fair and appropriate. The Town shall not be liable for any interruption or stoppage of utilities, including, but not limited to, electrical or water service, or for any damage to persons, the Vessel or personal property resulting from that interruption or stoppage. Any change in utility rates shall be subject to paragraph 15.
- 9) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels entering and leaving the Marina, navigating within the Marina, and/or docking therein. The Vessel shall, at all times, maintain current Coast Guard approved heads which shall meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenants are responsible for any damage caused by wakes from vessel operation. No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Tenant's slip, except for the Tenant's Vessel as described above.
- 10) The Tenant and the Town shall comply with any and all applicable statutes, codes, laws, rules and regulations of the Town, the State of Florida, and the United States, as well as any rules by any state, federal or local governmental agency or regulatory authority.
- 11) Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances in the use and occupancy of the Premises. The Tenant hereby covenants and represents the Tenant will conduct its use and occupancy of the Premises so as to comport with all Environmental Laws. If the Tenant has knowledge of the release, in or upon the Premises, of Hazardous Materials in violation of any Environmental Laws, then the Tenant must promptly notify the Landlord within 24 hours of the nature of the release and comply with all applicable laws rules and regulations to the extent provided by law. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law. "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

- 12) The Town is authorized to move the Vessel in cases of emergencies only and Town shall use reasonable efforts to notify Tenant prior to any such action unless the circumstances are such as to warrant immediate action by the Town.
- 13) The Tenant is solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions.
- 14) The Landlord and Tenant shall have no liability for personal injury, bodily injury and property damage attributable to the negligent or willful acts or omissions of the other party, its officers, employees, servants, contractors, subcontractors, invitees, representatives and agents.
- 15) The dockage charges shall be valid for the initial one (1) Year Term, while the utility charges are as set by the Town Commission from time to time and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.
- 16) This Agreement is for the leasing of dockage space only. No bailment relationship between the Tenant and the Town shall be deemed to arise out of this Agreement for any reason. Keys to the Vessel shall remain in Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Town shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Town or its Marina employees of any keys and/or lock combinations does not constitute an assumption of a bailment relationship.
- 17) Living aboard the Vessel is strictly prohibited.
- 18) It is further agreed that even though the Town may, from time to time, provide security guards and/or other security devices and measures, the Town is under no duty or obligation to do so, and the security of the Vessel and its contents is the sole risk and responsibility of the Tenant.
- 19) Without waiving its statutory right of sovereign immunity, as provided by Florida Statute, Chapter 768.28, the Tenant warrants that it is self-insured and will remain either self-insured or shall obtain insurance for Comprehensive General Liability coverage, which coverage shall include at a minimum, coverages for damages to personal and real property, personal injuries, death, damages to premises and operations, products and completed operations, which may arise out of or result from Tenant's use and occupancy of the Premises. The General Liability coverage as described herein above shall be maintained by the Tenant in amount not less than \$200,000 Per Person, 300,000 Per Occurrence; or such limits that may change and be set forth by the legislature. The Tenant warrants that it is self-insured for Worker's Compensation and Employer's Liability insurance in accordance with Florida Statutes, Chapter 440, and that the Tenant will maintain said coverages throughout the Term of this Lease.

- 20) The Tenant and Landlord further agree that nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or any political subdivision thereof; (2) the consent of Landlord, Tenant, or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of Landlord, Tenant or their agents and agencies or any political subdivision thereof beyond the waiver provided in Section 768.28, Florida Statutes.
- 21) AFTER THE TENANT HAS EXECUTED THIS AGREEMENT, AND PRIOR TO TENANT MOVING ANY VESSEL TO THE PREMISES, THE TENANT SHALL PROVIDE THE TOWN'S MARINA DIRECTOR WITH A COPY OF THE INSURANCE CERTIFICATE EVIDENCING SELF-INSURANCE STATUS AND THE COVERAGES AS SET FORTH HEREIN WHICH LANDLORD AGREES TO ACCEPT TO FULFILL THE INSURANCE REQUIREMENTS OF THIS AGREEMENT.
- 22) The Tenant shall promptly pay when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, as well as other sums owed in connection with use of the Marina and facilities. Any and all sums of money or charges required to be paid by Tenant under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and the Town shall have the same rights to enforce due and timely payment by the Tenant of all Additional Rent as are available to the Town relating to rent.
- 23) In the event of litigation regarding the Agreement, each party shall bear their own attorney fees and costs.
- 24) The Town makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Town warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards. All ingress and egress to the Marina, and within the Marina, including the Tenant's Slip is at Tenant's assumed risk. In addition, the Town makes no warranties, express or implied, concerning the Town's services, property or facilities at the Marina.
- 25) Both parties shall have the right to terminate this Agreement upon Ninety (90) days advance written notice to the other, for any reason whatsoever, and thereafter be relieved of all obligations and liabilities accruing after the termination date.
- 26) This Dockage Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by an officer or authorized agent of the Town and the Tenant. Tenant acknowledges and agrees that the Town reserves the right to amend, supplement and/or restate the "Dockside Procedures" from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Town.
- 27) Tenant's must notify the Marina's Director's Officer by letter or telephone when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Tenant acknowledges and agrees that any work performed on its vessel by third parties and/or outside contractors is limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.

- 28) Noise must be kept to a minimum at all times. Tenant shall not permit the Vessel to make any noise, emission or other disturbances that is plainly audible to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise.
- 29) The extent of vessel repairs and maintenance that may be conducted at the Marina shall be within the sole discretion of the Marina Director. Except for good cause shown, major repairs are not permitted. No painting is permitted on docks or piers. Spray painting of any type or nature is not permitted in the Marina. Maintenance carried out by the Tenant shall be limited only to those activities that do not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of Slip area by the Tenant is allowed and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any vessels docked at the Marina without the express written authorization of the Marina Director which shall not be unreasonably withheld. All contractors working in the Marina shall be licensed, insured and bonded, and satisfactory proof of licensure, bonding and insurance, shall be provided to the Marina Director before any work is commenced. All insurance policies shall provide that the Town is an additional insured for purposes of the operations of the contractor on the premises of the Marina.
- 30) Walkways and finger piers shall be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords shall not cross piers or walkways. Charcoal fires are strictly prohibited on all vessels, dinghies, tenders, inflatable boats, boats, piers and docks.
- 31) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is prohibited. The finger piers between slips are for the use of Vessels on each side of the finger pier. The Marina Director may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another vessel's access.
- 32) The Tenant shall maintain the Vessel in "ship's shape" at all times, and shall not allow the Vessel to become unsightly, dilapidated or reflect unfavorable upon the appearance standards of the Marina. The decks of all vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.
- 33) Advertising for charter vessels moored at the marina is permitted. Other than charter opportunities the solicitation of employment, business, and the sale of merchandise or distribution of printed materials at or upon the marina premises is not permitted.
- 34) SEVERE WEATHER AND OTHER EMERGENCIES: The Town expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical depressions or storms, or hurricanes and Tenant warrants such arrangements have or will be made. Tenant may not assume that Marina or its premises will be safe, sheltered anchorage during such period.

- 35) Notices pursuant to this Agreement shall be served on Tenant and Landlord at the addresses listed in this Agreement by hand delivery, email, facsimile, or First Class Mail.
- 36) Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 37) The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
- 38) As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).
- 39) No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Landlord and/or Tenant.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

WITNESS

TOWN OF LAKE PARK

By: _____

By: _____

**ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
**Director,
Facilities Development & Operations**