

AGENDA

Community Redevelopment Agency Meeting
 Wednesday, December 15, 2010, 7:00 p.m.
 Lake Park Town Hall
 535 Park Avenue

Desca DuBois	—	Chair
Patricia Osterman	—	Vice-Chair
Steven Hockman	—	Board Member
Jeanine Longtin	—	Board Member
Kendall Rumsey	—	Board Member
Christiane Francois	—	Board Member
Gladys Bryant	—	Board Member
.....		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian M. Lemley, CMC	—	Agency 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**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- 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 Board member 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

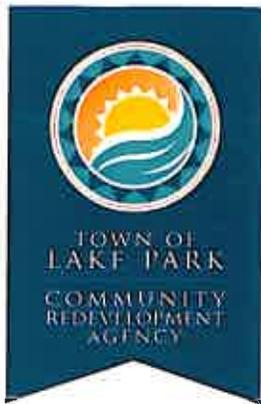
to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.

Consent Items For Approval:

1. CRA Board Meeting Minutes of December 1, 2010 Tab 1
 2. AT Enterprises, Inc. - Purchase Order for On-going Professional Communications and Marketing Services Tab 2
- F. **DISCUSSION AND POSSIBLE ACTION**
3. Request to Restructure the \$75,000 Loan Award to Julie Le Thach and the Hot Pot Restaurant to a \$25,000 Grant and a \$50,000 Loan Tab 3
- G. **BOARD MEMBER COMMENTS**
- H. **EXECUTIVE DIRECTOR COMMENTS**
- I. **ADJOURNMENT**

Consent Agenda

TAB 1



**CRA
Agenda Request Form**

Meeting Date: December 1, 2010

Agenda Item No. *Tab 1*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input checked="" type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

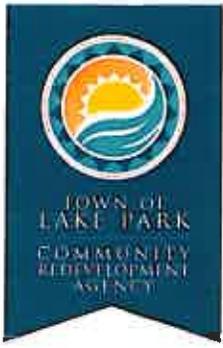
SUBJECT: CRA Meeting Minutes of December 1, 2010

RECOMMENDED MOTION/ACTION: To Approve the CRA Meeting Minutes of December 1, 2010

Staff Signature *[Signature]* Date: *12/10/10*
 Approved by Executive Director *[Signature]* Date: *12/10/10*

Prepared By:	Costs: \$	Attachments:
	Funding Source:	
	Acct. #	

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, December 1, 2010, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, December 1, 2010 at 7:00 p.m. Present were Chair Desca DuBois, Vice-Chair Patricia Osterman, Board Members Kendall Rumsey, Steven Hockman, Jeanine Longtin, Christiane Francois, Gladys Bryant, Executive Director Maria Davis, and Agency Clerk Vivian Lemley.

Chair DuBois led the Pledge of Allegiance.
 Agency Clerk Vivian Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None.

Motion: A motion was made by Board Member Francois to approve the agenda; Board Member Rumsey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Steven Hockman	X		
Board Member Christiane Francois	X		
Board Member Jeanine Longtin	X		
Board Member Kendall Rumsey	X		
Board Member Gladys Bryant	X		
Vice-Chair Patricia Osterman	X		
Chair Desca DuBois	X		

Motion passed 7-0

Consent Agenda

1. **CRA Board Meeting Minutes of October 20, 2010**
2. **CRA Board Meeting Minutes of November 3, 2010**

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Board Member Rumsey to approve the Consent Agenda; Board Member Hockman made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Steven Hockman	X		
Board Member Christiane Francois	X		
Board Member Jeanine Longtin	X		
Board Member Kendall Rumsey	X		
Board Member Gladys Bryant	X		
Vice-Chair Patricia Osterman	X		
Chair Desca DuBois	X		

Motion passed 7-0

DISCUSSION & POSSIBLE ACTION

Business Loan in the Amount of \$10,000 to Giuseppe Cianflone and Alex Urretia for the Construction of a Café Restaurant at 850 Park Avenue

Town Manager Davis explained that Mr. Cianflone had signed a contract with the owner of 850 Park Avenue to open up a café. She stated that she had met with Mr. Cianflone a couple of times and she was very excited about what he is bringing to the table as far as his talent. She stated that he was a chef who has been in the restaurant business for 30 years and has cooked across Europe. Mr. Giuseppe has been in the states for awhile. She stated that he was asking for a loan of \$10,000 to assist with furniture, fixtures, and equipment and to also complement the funds that he was putting into his business to build it out. He and his partner were doing the build out together and were asking for assistance from the Board.

Mr. Giuseppe gave a brief background of his credentials and history as a chef. He explained his reasons for why he wanted to open the café at 850 Park Avenue. He explained what type of café it would be and the types of foods that would be served.

Board Member Rumsey stated on the record that one of Mr. Giuseppe's partners owns a restaurant at Downtown at the Gardens where he is employed. He's never met Mr. Giuseppe before that night.

Board Member Longtin asked if Mr. Giuseppe was serving breakfast, lunch and dinner.

Mr. Giuseppe explained that he would be serving breakfast, lunch and tapas for dinner. He stated that he could not serve a full dinner because his kitchen would be too small.

Board Member Longtin explained that the loan would be for a \$10,000 loan for 5 years at 2% secured by the furniture, fixtures and equipment of the restaurant. She stated that in the little research she has done on Mr. Giuseppe, she thinks that his restaurant would be good for the Town.

Executive Director Davis commended Mr. Batho, the property owner, for working with economic development in mind. She thanked him and stated that she appreciated him very much.

Mr. Giuseppe explained the kind of restaurant the café would be and what type of foods would be served.

Board Member Francois stated that she reviewed Mr. Giuseppe's references and they were very good. She stated that she thought he had a very good chance of making it.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Osterman to approve the Business Loan in the Amount of \$10,000 to Guiseppe Cianflone and Alex Urretia for the construction of a Café Restaurant at 850 Park Avenue; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Steven Hockman	X		
Board Member Christiane Francois	X		
Board Member Jeanine Longtin	X		
Board Member Kendall Rumsey	X		
Board Member Gladys Bryant	X		
Vice-Chair Patricia Osterman	X		
Chair Desca DuBois	X		

Motion passed 7-0

Board Member Comments

Board Member Francois

None

Board Member Rumsey welcomed new Board Member Bryant and stated that he looked forward to working with her.

Board Member Longtin asked for the status of the One Park Place building.

Executive Director Davis stated that the One Park Place building was in foreclosure.

Board Member Longtin welcomed new Board Member Gladys Bryant.

Vice-Chair Osterman welcomed new Board Member Gladys Bryant. She asked Board Member Longtin if she was more comfortable with the information that was provided on the business loan application agenda item.

Board Member Longtin stated “yes” she was satisfied with the information provided and that it was a world of difference from the information received on previous business loan applications.

Board Member Hockman welcomed new Board Member Bryant. He stated that he looked forward to visiting Mr. Giuseppe’s new café.

Board Member Bryant thanked the Board for welcoming her. She stated that she was looking forward to working with the Board. She welcomed Mr. Giuseppe to Park Avenue and stated that he would be an asset to the Town.

Chair DuBois also welcomed new Board Member Bryant. She expressed her excitement about Mr. Giuseppe’s new café.

Executive Director Davis also welcomed new Board Member Bryant. She wished the Town’s Jewish residents a “Happy Hanukah”. She stated that permit applications were submitted that day for the awning project. She announced the Town’s Holiday Tree Lighting which would take place on Friday December 3rd and will begin at 6 p.m. and last until 7:30 p.m. Santa will be in attendance and the Lake Park Elementary Choir would be singing. She stated that on a negative note she wanted to announce to the Board and the community that the Town’s printer was not able to print the Town’s newsletter which announced the Holiday Tree Lighting and the Holiday Boat Parade. She stated that staff had the information in on time but that the printer “dropped the ball” and she hoped that enough residents were listening to hear the announcements of those events.

ADJOURNMENT

There being no further business to come before the Board and after a motion to adjourn by Board Member Rumsey and seconded by Vice-Chair Osterman, and by unanimous vote, the meeting adjourned at 7:15 p.m.

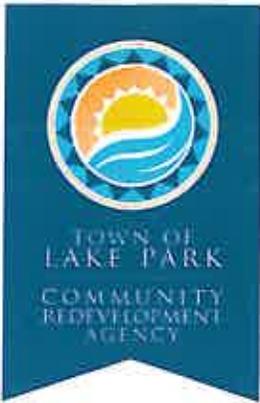
Chair Desca DuBois

Deputy Agency Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 2



**CRA
Agenda Request Form**

Meeting Date: December 15, 2010

Agenda Item No. *Tab 2*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input checked="" type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Authorize Expenditure for On-Going Professional Communication/Marketing Services in an Amount Not to Exceed \$40,000

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. Davis* Date: *12/9/10*

<p>Prepared By: Executive Director</p>	<p>Costs: Not To Exceed \$40,000</p> <p>Funding Source: Professional Services Acct. # 110-55-552-520-31000</p>	<p>Attachments: Resolution, Agreement</p>
--	---	--

Summary Explanation/Background: AT Enterprises, Inc, formerly known as Adkins and Associates, Inc. has been performing a variety of services for the CRA including but not limited to, developing marketing strategies, branding, preparing communication pieces, redesigning the CRA website, designing window artwork, logos, banners, brochures, newsletters, etc. This firm also assisted with the marketing strategy for the Tax Incentive, and Alleyway Referendums, which passed overwhelmingly.

The CRA Board authorized a communications budget of \$40,000 for Fiscal Year 2010/2011. Staff is requesting authority to expend an amount up to the budgeted amount on an as needed basis to continue its crucially important marketing initiatives for the CRA.

RESOLUTION NO. 01-07-08

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF TOWN OF LAKE PARK, FLORIDA, APPOINTING A COMMUNICATIONS CONSULTING SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the CRA of the Town of Lake Park to engage the services of a communications consultant; and

WHEREAS, the City of Homestead, Florida issued a Request For Proposals seeking proposals from entities wishing to perform communications consulting services for the City of Homestead; and

WHEREAS, the City of Homestead, Florida received responses from firms seeking to provide communications consulting services to the city; and

WHEREAS, an evaluation committee consisting of the City's Marketing Committee heard and received presentations from all firms, evaluated the responses to the RFP and determined that it would like to retain the services of Adkins and Associates to represent the City of Homestead, Florida as its communications consultant; and

WHEREAS, the City Commission of the City of Homestead appointed Adkins and Associates as its communications firm; and

WHEREAS, in the best interest of the CRA of the Town of Lake Park and acknowledging that time is of the essence, the CRA Board of the Town of Lake Park wishes to utilize the completed competitive RFP process of the City of Homestead and retain the services of Adkins and Associates.

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

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Communications Consultant. Adkins and Associates, Inc. is hereby approved by the CRA of the Town of Lake Park to provide communications consulting services to the CRA of the Town of Lake Park.

Section 3. Chair Authorized. The Chair is hereby authorized to execute the agreement between the CRA and Adkins and Associates, Inc., with said agreement.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

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

	AYE	NAY
CHAIR DESCA DUBOIS	<u>X</u>	---
VICE-CHAIR ED DALY	<u>X</u>	---
BOARD MEMBER CHUCK BALIUS	<u>X</u>	---
BOARD MEMBER JEFF CAREY	<u>X</u>	---
BOARD MEMBER PATRICIA OSTERMAN	<u>X</u>	---
BOARD MEMBER CHRISTIANE FRANCOIS	<u>X</u>	---
BOARD MEMBER MICHELLE SUITER	<u>X</u>	---

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO.01-07-08 duly passed and adopted this 16 day of July, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois
 DESCA DUBOIS
 CHAIR

ATTEST:

Vivian Mendez Lemley
 Vivian Mendez Lemley
 AGENCY CLERK

TOWN OF LAKE PARK
 SEAL
 (TOWN SEAL)

FLORIDA

Approved as to form and legal sufficiency:

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

PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ("Agreement") is made as of the 16 day of July, 2008 (the "Effective Date") between the Community Redevelopment Agency of the Town of Lake Park, Florida, ("CRA") and Adkins & Associates, Inc., a company ("Consultant").

WHEREAS, the CRA desires to retain Consultant to perform public information, public relations, marketing and consulting services; and

WHEREAS, Consultant is engaged in the business providing such services and is willing to provide those services;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be receipt, the recipient and sufficiency of which is hereby acknowledged, CRA and Consultant hereby agree as follows:

1. **TERM.** This agreement shall commence on the Effective Date and shall continue until terminated, with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to CRA and shall provide certain public information, public relations, marketing and consulting services as agreed upon by the Parties from time to time (the "Services"), as more fully described in the statements of work accepted and signed by CRA and Consultant and attached to this Agreement (the "Exhibit"). When so executed and attached, the Exhibit shall be fully incorporated herein for all purposes. The Services shall be provided in a joint effort with the CRA's personnel and utilizing Consultant resources as agreed upon in Exhibit. The Services shall be the only services provided by Consultant unless altered with the mutual consent of both Parties to this Agreement, evidenced in writing.
3. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and consultant. Consultant shall perform the Services at the direction of CRA. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal between CRA and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of CRA or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the same name of CRA.
4. **COMPENSATION.** In consideration of Consultant's actions on behalf of CRA and the Services rendered hereunder, CRA shall pay Consultant on a rate detailed in the Exhibit. All working time shall be invoiced to CRA at the end of each calendar month for services provided during that month. CRA is obligated to pay all invoices within thirty (30) days from the date of any such invoice.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligations to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to CRA any confidential business information or trade secrets belonging to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connections with the performance of Consultant's obligations to CRA hereunder; and (iii) has not and will not remove any books, papers, or records belonging to any third party including, business plans, confidential customer information, or confidential or proprietary information about any third party's products or services. This Section 5 shall survive termination of this Agreement.
6. **OWNERSHIP OF GRAPHIC DESIGNS.** Upon payment in full of any and all charges by CRA to Adkins for all graphic elements including but not limited to CRA/Town Seal, CRA/Town Logo, and CRA/Town Slogan, all designs become the sole property of the CRA/Town. Stock photography used by Adkins in the design of materials may or may not be conveyed to CRA depending on the terms of purchase governed by laws regarding intellectual property. If photography is not able to be conveyed to CRA, Adkins will provide source of photography to allow CRA to license photography.
7. **TERMINATION.**
- a. In the event of a material or repeated default in the performance of this Agreement by either party, which default shall remain uncured for fifteen (15) days after the defaulting Party receives the written notice of default from the non-defaulting Party which specifies the nature of such default by the defaulting Party, the non-defaulting Party may immediately terminate this Agreement as of date set forth in such notice. During the foregoing fifteen (15) day cure period, the non-defaulting Party may suspend performance of this Agreement
 - b. This Agreement may be terminated at any time by the written mutual consent of Consultant and CRA.
 - c. Either Party shall have the right to terminate this Agreement without cause at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such as termination, which shall be specified in the written notice.
 - d. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

8. MISCELLANEOUS.

- a. Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addresses to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To CRA

Maria V. Davis, Executive Director
CRA of the Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

To Consultant:

Jon S. (Stan) Adkins, President
Adkins & Associates, Inc.
2 Alhambra Plaza, Suite 740
Coral Gables, FL 33134

- b. Compliance with Laws. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.
- c. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e. Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

- f. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- g. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- i. Force Majure. Non-performance of Consultant or CRA shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- j. Governing Laws. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida.
- k. Entire Agreement. This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- l. This Section 8 shall survive termination of this Agreement.

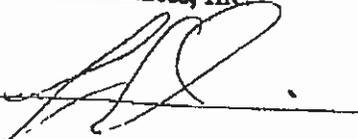
IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and CRA has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set of forth above.

CRA of the Town of Lake Park

By: 

Printed Name: Desca DuBois
Title: CRA Board Chair

Adkins & Associates, Inc

By: 

Printed Name: Jon S. Adkins
Title: President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT
SCOPE OF SERVICES**

THIS STATEMENT OF WORK is dated as of this 16 day of July, 2008 by and between the CRA of the Town of Lake Park, FL, and Adkins & Associates, Inc. as part of Professional Services Agreement.

1. General Services.

- a. Analyze the public information needs and interests of the resident, business owners, general public, media and CRA officials in order to prepare a comprehensive Communications Plan. The Communications Plan, subject to input and approval from the CRA Board, shall include public information policies and procedures and advice and planning for public access cable programming.
- b. Prepare, research, edit and disseminates public information and news releases for the CRA and write and edit articles or content for newspapers, magazine, television, radio, and other media sources pursuant to publication or broadcast opportunities.
- c. Collaborate with community groups, such as Chambers of Commerce and community-based organizations in the development of materials.
- d. Serve, as requested by the Executive Director, as the CRA spokesperson.
- e. Organize and arrange public appearances and speaking engagements for CRA officials, including the Chair and Board Members.
- f. Prepare monthly written status reports to the CRA. Such reports shall be detailed as necessary and include updates on the CRA's public information program.
- g. Generally oversee the CRA website and work with CRA's webmaster to enhance current and new avenues of interest and information.

2. Project Services.

- a. Edit and enhance CRA's newsletter.
- b. Develop avenues of communication to potential stakeholders and businesses.
- c. Develop CRA brochures and other documents as needed.

COMPENSATION AND EXPENSES

CRA agrees to pay Adkins:

1. **For Project Services.** All projects will be quoted on a job-by-job basis. Adkins shall provide CRA with an advance written estimate of the cost for the production of any materials developed pursuant to this agreement. CRA agrees to pay any such approved expenses within 15 days of receipt of an invoice from Adkins. Miscellaneous expenses such as copies, couriers, overnight services, or similar items will be billed with the monthly Creative and Consulting Services invoices.
2. Commissions equivalent to fifteen percent (15%) of the gross cost of any media or printing purchased.
3. Production fees for direct mail, television spots, print ads or any other collateral material will be quoted on a job-by-job basis.
4. The actual costs for any custom photography, stock photography, pre-press film production, or other outside services necessary to production.
5. Reimbursement for any extraordinary expenses approved by and incurred on behalf of the CRA

PAYMENT SCHEDULE

Project Service fees, production costs and general expenses will be billed as they are incurred and are payable upon receipt. Travel time to and from meetings will be billed at two (2) hours at a rate of \$50 per hour if Adkins is to travel to CRA. The following guideline for service fees is offered as a reference:

General Consulting & Creative Services	\$200. /Hr.
Copywriting	125. /Hr.
Design & Layout	125. /Hr.
Computer Graphic Composition	100. /Hr.
Production Management	65. /Hr.

IN WITNESS WHEREOF, CRA has signed and delivered this Scope of Services, Compensation and Expenses, and Payment Schedule and has caused this Statement of Work to be signed and delivered by its duly authorized officer or representative, all as of this 16 day of July, 2008.

CRA of the Town of Lake Park, FL

By: 

Printed Name: Desca DuBois
Title: CRA Chair

Adkins & Associates, Inc.

By: 

Printed Name: Jon S. Adkins
Title: President

16
10/18/05 20:52

PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ("Agreement") is made as of the ___ day of December, 2006 (the "Effective Date") between the City of Homestead, Florida a Florida municipality ("Homestead") and Adkins & Associates, Inc. a company ("Consultant").

WHEREAS, Homestead desires to retain Consultant to perform public information, public relations, marketing and consulting services; and

WHEREAS, Consultant is engaged in the business providing such services and is willing to provide those services;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be received, the receipt and sufficiency of which is hereby acknowledged, Homestead and Consultant hereby agree as follows:

1. **TERM.** This agreement shall commence on the Effective Date and shall continue until terminated, with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to Homestead and shall provide certain public information, public relations, marketing and consulting services as agreed upon by the Parties from time to time (the "Services" , is more fully described in the statements of work accepted and signed by Homestead and Consultant and attached to this Agreement (the "Exhibit"). When so executed and attached, the Exhibit shall be fully incorporated herein for all purposes. The Services shall be provided in a joint effort with Homestead's personnel and utilizing Consultant resources as agreed upon in Exhibit. The Services shall be the only services provided by Consultant unless altered with the mutual consent of both Parties to this Agreement, evidenced in writing.
3. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and consultant. Consultant shall perform the Services at the direction of Homestead. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal between Homestead and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Homestead or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the same name of Homestead.
4. **COMPENSATION.** In consideration of Consultant's actions on behalf of Homestead and the Services rendered hereunder Homestead shall pay Consultant on a rate detailed in the Exhibit. All working time shall be invoiced to Homestead at the end of each calendar month for services provided during that month.

1
- (1) - (1)

Homestead is obligated to pay all invoices within thirty (30) days from the date of any such invoice.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligations to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to Homestead any confidential business information or trade secrets belonging to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connections with the performance of Consultant's obligations to Homestead hereunder; and (iii) has not and will not remove any books, papers, or records belonging to any third party including, business plans, confidential customer information, or confidential or proprietary information about any third party's products or services. This Section 5 shall survive termination of this Agreement.
6. **OWNERSHIP OF GRAPHIC DESIGNS.** Upon payment in full of any and all charges by City to Adkins for all graphic elements including but not limited to City Seal, City Logo, and City Slogan, all designs become the sole property of the City. Stock photography used by Adkins in the design of materials may or may not be conveyed to City depending on the terms of purchase governed by laws regarding intellectual property. If photography is not able to be conveyed to City, Adkins will provide source of photography to allow City to license photography.
7. **TERMINATION.**
 - a. In the event of a material or repeated default in the performance of this Agreement by either party, which default shall remain uncured for fifteen (15) days after the defaulting Party receives the written notice of default from the non-defaulting Party which specifies the nature of such default by the defaulting Party, the non-defaulting Party may immediately terminate this Agreement as of date set forth in such notice. During the foregoing fifteen (15) day cure period, the non-defaulting Party may suspend performance of this Agreement.
 - b. This Agreement may be terminated at any time by the written mutual consent of Consultant and Homestead.
 - c. Either Party shall have the right to terminate this Agreement without cause at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such termination, which shall be specified in the written notice.
 - d. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

8. MISCELLANEOUS.

a. Notices. All notices hereunder shall be given in writing, by registered or certified mail, return receipt requested, postage prepaid, addresses to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Homestead Curt Ivy, City Manager
The City of Homestead
790 N. Homestead Blvd.
Homestead, FL 33030

To Consultant: Jon S. (Stu.) Adkins, President
Adkins & Associates, Inc.
2222 Leon Blvd, 6th Floor
Coral Gables, FL 33134

b. Compliance with Law. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

c. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law, rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

d. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

e. Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

2007-07-05

- f. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- g. **Attorney's Fees.** If any legal action or other proceedings is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- i. **Force Majeure.** Non-performance of Consultant or Homestead shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- j. **Governing Law.** This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida.
- k. **Entire Agreement.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersedes all previous written and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- l. This Section 8 shall survive termination of this Agreement.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and Homestead has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Homestead

Adkins & Associates, Inc.

By: Curt K. Ivy, Jr.

By: [Signature]

Printed Name: Curt Ivy
Title: City Manager

Printed Name: Jon S. Adkin
Title: President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

5
27-01106

**EXHIBIT
SCOPE OF SERVICES**

THIS STATEMENT OF WORK is dated as of this ____ day of December, 2016 by and between the City of Homestead, FL, and Adkins & Associates, Inc. as part of Professional Services Agreement.

1. General Services.

- a. Analyze the public information needs and interests of the residents, business owners, general public, media and City officials in order to prepare a comprehensive Communications Plan. The Communications Plan, subject to input and approval from the City Council, shall include public information policies and procedures and advice and planning for public access cable programming.
- b. Prepare, research, edit and disseminate public information and news releases for the City and write and edit articles or content for newspapers, magazines, television, radio, and other media sources pursuant to publication or broadcast opportunities.
- c. Collaborate with community groups, such as Chambers of Commerce and community-based organizations in the development of materials.
- d. Serve, as requested by the City Manager, as the City spokesperson.
- e. Organize and arrange public appearances and speaking engagements for City officials, including the Mayor and Council.
- f. Prepare monthly written status reports to the City. Such reports shall be detailed as necessary and include updates on the City's public information program.
- g. Generally oversee the City website and work with City's webmaster to enhance current and new avenues of interest and information.

2. Project Services.

- a. Enhance City's newsletter.
- b. Develop avenues of communication to potential stakeholders and businesses.
- c. Develop City brochures and other documents as needed.

COMPENSATION AND EXPENSES

Homestead agrees to pay Adkins:

1. **For Project Services.** All projects will be quoted on a job-by-job basis. Adkins shall provide City with an advance written estimate of the cost for the production of any materials developed pursuant to this agreement. City agrees to pay any such approved expenses within 15 days of receipt of an invoice from Adkins. Miscellaneous expenses such as copies, couriers, overnight services, or similar items will be billed with the monthly Creative and Consulting Services invoices, subject to the City Manager's prior written approval.
2. Commissions equivalent to fifteen percent (15%) of the gross cost of any media or printing purchased, subject to the City Manager's prior written approval.
3. Production fees for direct mail, television spots, print ads or any other collateral material will be quoted on a job-by-job basis, subject to the City Manager's prior written approval.
4. The actual costs for any custom photography, stock photography, pre-press film production, or other outside services necessary to production, subject to the City Manager's prior written approval.
5. Reimbursement for any extraordinary expenses and necessary expenses that are first approved in writing by the City Manager and are reasonably incurred on behalf of Homestead.

PAYMENT SCHEDULE

Project Service fees, production costs and general expenses will be billed as they are incurred and are payable upon receipt. Travel time to and from meetings will be billed at two (2) hours at a rate of \$50 per hour if Adkins is to travel to Homestead. The following guideline for service fees is offered as a reference:

General Consulting & Creative Services	\$200./Hr.
Copywriting	175./Hr.
Design & Layout	125./Hr.
Computer Graphic Composition	110./Hr.
Production Management	75./Hr.

IN WITNESS WHEREOF, Homestead has signed and delivered this Scope of Services, Compensation and Expenses, and Payment Schedule and has caused this Statement of Work to be signed and delivered by its duly authorized officer or representative, all as of this _____ day of December, 2006..

City of Homestead

By: Curtis K. Amy, Jr.

Adkins & Associates, Inc.

By: [Signature]

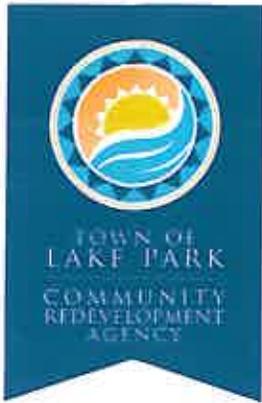
7
07-11-06

Printed Name: Curt Ivy
Title: City Manager

Printed Name: John S Adams
Title: President

8
- 1 - 1 - 1 -

TAB 3



**CRA
Agenda Request Form**

Meeting Date: December 15, 2010

Agenda Item No. *Tab 3*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|-------------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input checked="" type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: A Request to Restructure the \$75,000 Loan Award to Julie Le Thach and the Hot Pot Restaurant to a \$25,000 Grant and a \$50,000 Loan.

RECOMMENDED MOTION/ACTION: Approval

Approved by Executive Director *W. Davis* Date: *12/16/10*

Prepared By: Patrick Sullivan	Costs: \$ Funding Source: Acct. #	Attachments: None
---	---	-----------------------------

Summary Explanation/Background: At its November 3rd meeting the CRA Board approved a \$75,000 loan to Julie Le Thach, owner of Saigon Oriental Market. The loan is to help finance the renovation of a vacant store front into a Vietnamese Restaurant. After further consideration and in recognition of Julie Le Thach's long standing and continued contribution to the Lake Park Downtown as a successful and committed merchant, staff would like the board to consider allocating \$25,000 of the \$75,000 as grant money rather than loan money. If approved the \$75,000 award would be split into a \$50,000 loan and \$25,000 grant. This restructuring would be consistent with previous business development monetary awards by the Board over the past year. Most of the awards have been a mix of grant and loan monies. The board has, as an ad hoc policy, provided grant money for improvements that have a direct impact on the downtown as a whole rather than just the business. In this case Ms. Thach is installing essential infrastructure in the form of a hood system and 2 grease traps. These additions will provide for a much more flexible business space that will most likely increase the assessed value which in turn provides more tax dollars. The cost of the infrastructure improvements is approximately \$26,000. In addition, the business will increase pedestrian traffic in the downtown area which will help the business environment as a whole. A grant for this type of a permanent upgrade to the property that will ultimately provide additional jobs and a pedestrian presence in the downtown is therefore appropriate and consistent with the Board's previous awards. Please keep in mind that Ms. Thach is committing between \$250,000 and \$300,000 in an enterprise that will, in the end, help uplift all businesses in the town.