

**RESOLUTION 52-10-20**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH STRATEGIC DEVELOPMENT INITIATIVES (SDI), INC. FOR PROFESSIONAL PUBLIC-PRIVATE (P3) CONSULTING SERVICES ASSOCIATED WITH THE REDEVELOPMENT OF THE LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town Manager has recommended to the Commission has selected Strategic Development Initiatives, Inc. (SDI) as its consultant to provide public-private (P3) consultant services for the Lake Park Harbor Marina; and

**WHEREAS**, Town Manager is recommending that the Town Commission approve the contract with SDI.

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

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

**Section 2.** The Mayor is hereby authorized and directed to execute the contract between the Town and Strategic Development Initiatives, Inc., a copy of which is attached hereto and incorporated herein as “**Exhibit A**”

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

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>  /  </u>	<u>  —  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ERIN FLAHERTY	<u>  /  </u>	<u>  —  </u>
COMMISSIONER JOHN LINDEN	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ROGER MICHAUD	<u>  /  </u>	<u>  —  </u>

The Town Commission thereupon declared the foregoing Resolution No. 52-10-20 duly passed and adopted this 7 day of October, 2020.

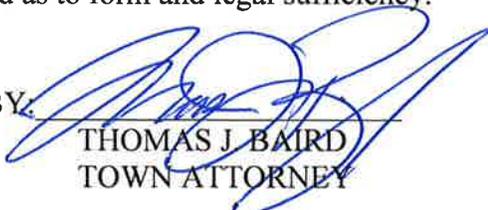
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J BAIRD  
TOWN ATTORNEY



## **EXHIBIT "A"**

### **CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

THIS CONTRACT for professional consulting services contract (Contract), associated with the potential public-private redevelopment of the Lake Park Harbor Marina is made this \_\_\_ day of October, 2020, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the ("the Town") and Strategic Development Initiatives, Inc., a State of Florida Corporation, FEID Number 65032003, hereinafter designated as ("the CONSULTANT").

#### **WITNESSETH THAT:**

WHEREAS, the TOWN is a municipality with those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN solicited proposals from qualified firms pursuant to the Town's procurement procedures through a competitive Request for Qualifications (RFQ) process to solicit from firms proposals to provide professional consulting services to assist the Town in the redevelopment of the Lake Park Harbor Marina as a "Qualifying Project" (Project) as that term is defined in § 255.065(1)(i), Fla. Stat.; and

WHEREAS, the CONSULTANT will be responsible for assisting and advising the TOWN regarding all such aspects of § 265.065, Fla. Stat., the TOWN deems appropriate and necessary, including but not limited to, evaluating procurement procedures, the Project qualification process, the negotiation of interim and comprehensive agreements with a selected private entity, and the financing of the Project; and

WHEREAS, the CONSULTANT is qualified and willing to provide the professional consulting services enumerated herein and as set forth in § 265.065, Fla. Stat.; and

WHEREAS, the Town Commission selected the CONSULTANT to provide the professional consulting services enumerated herein and as set forth in § 265.065, Fla. Stat. to the TOWN; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget for the funding of professional consulting services set forth in the Scope of Services set forth in Section 1 of this CONTRACT; and

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the flowing from each to the other do hereby agree as follows:

## **SECTION 1. SCOPE OF SERVICES AND PERFORMANCE:**

**1.1** The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide the professional consulting services outlined in RFQ No. 105-2020, a copy of which is incorporated herein by reference.

**1.2** In the performance of these professional consulting services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing its professional consulting services and shall have due regard for acceptable planning standards and principles. The CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract.

**1.3** The services and compensation associated with the CONSULTANT'S services for Phase I of the potential public-private redevelopment of the Marina is set forth in **Exhibit 1**, attached hereto and incorporated herein.

**1.4** The Scope Services to be rendered by the CONSULTANT for Phases II and III shall be at the option of the TOWN and shall be set forth in one or more amendments to the Contract. The CONSULTANT'S compensation for the scope of services and compensation for subsequent Phases shall be subject to the Commission's approval of an exact scope of services and the Commission's appropriation of funds during the fiscal year in which the services are to be rendered.

**1.5** The CONSULTANT shall keep the Town Manager and any other identified representatives of the Town fully informed, at all times, of its activities in the performance of the Scope of Services.

**1.6** All services performed by the CONSULTANT shall be to the satisfaction of the Town Manager, who shall decide all questions, difficulties or disputes of any nature whatsoever that may arise pursuant to the Contract. The Town Manager's determination as to any questions, difficulties or disputes regarding the CONSULTANT'S fulfillment of the services hereunder, including the character, quality, amount and value of the services rendered shall be final and binding upon the CONSULTANT.

**1.7** Any adjustments to the scope of services, compensation and/or the term in which the services are to be performed shall be the subject of a written amendment to the Contract.

**1.8** All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Contract, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the Town upon completion or termination of the Contract, without restriction or limitation on their use. All the CONSULTANT'S work in progress, or draft documents during the term of this Contract shall be made available to the Town, upon request. The parties hereto acknowledge that upon delivery to the Town of any of said work in progress or draft documents provided by the Town shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.

**SECTION 2. FEES FOR SERVICES**

**2.1** A retainer of \$30,000 shall be paid to the CONSULTANT within seven days of the execution of the Contract. The CONSULTANT shall submit monthly invoices for compensation, pursuant to the schedule provided in “**Exhibit 1**”. The invoice shall include a detailed breakdown of the services rendered, specifically indicating each task performed, the person performing the task, and the time allocated by each person in performing the task. The services provided in the monthly invoices shall first be billed against the initial \$30,000 retainer until it is exhausted.

**2.2** TOWN shall pay CONSULTANT within 30 calendar days of its receipt of CONSULTANT’s monthly invoices. To be deemed proper, all invoices shall demonstrate the work completed in accordance with the Scope of Services. The Town may withhold payment for the CONSULTANT’S failure to comply with any term, condition, or requirement of this Contract.

**2.3** Notwithstanding any provisions of this Contract to the contrary, the TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of CONSULTANT’S inadequate work as determined by the TOWN; or from loss due to fraud based upon reasonable evidence. Upon the TOWN’S resolution of the basis for its withholding of a payment, the TOWN shall make payment. The TOWN is not required to pay any interest on the amount withheld.

**SECTION 3. TERM OF THE CONTRACT**

The TERM OF CONTRACT shall commence on the date that is fully executed by all parties and shall end June 30, 2021.

**SECTION 4. TERMINATION**

**4.1** This Contract may be terminated without cause or for convenience by the TOWN for any reason, or no reason at all, upon 90 calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for all work completed and approved by the TOWN through the date of the written notice of termination from the Town. Under no circumstances shall TOWN make payment for services that have not been performed.

**4.2** This Contract may be terminated for cause by either party upon five calendar days’ written notice to the other party. Termination for cause shall mean that a party has failed to substantially performed in accordance with its material terms of the Contract, or in the event of a default of the Contract as described in Section 5.

**4.3** In the event CONSULTANT abandons this Contract or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against its losses pertaining to the termination, including, but not limited to, the Town’s reasonable administrative and legal costs incurred should the TOWN elect to procure and retain another consultant.

**4.4** TERMINATION- This Contract may be terminated by the TOWN upon five calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least 10 business days before any such change in ownership of CONSULTANT.

**4.5** Upon termination, the CONSULTANT shall turn over to the TOWN all finished or unfinished work products, documents, data, studies, surveys sketches, plans and reports in its possession. The CONSULTANT shall also reasonably assist the TOWN and any replacement consultant in the transition, including taking any acts necessary to allow the transfer of the GIS system.

## **SECTION 5. DEFAULT**

**5.1** An event of default shall mean the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed to supply properly skilled or qualified personnel for the services to be performed;
- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Contract;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Scope of Services.

**5.2** In the event CONSULTANT fails to comply with a material provision of this Contract, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT 15 calendar days to cure the default. If the CONSULTANT fails to cure the default, the CONSULTANT shall only be entitled to compensation for any services which have been completed to the satisfaction of the TOWN, minus any damages incurred by the TOWN. In the event payment has been made for any professional services not completed, the CONSULTANT shall return these sums to the TOWN within 10 days after its receipt of written notice from the TOWN of the sums due. Nothing herein shall limit the TOWN's right to terminate for convenience or without cause at any time as set forth herein.

**5.3** In the event of a default by the CONSULTANT, it shall be liable for all damages resulting from the default.

**5.4** The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

## **SECTION 6. STATUS REPORTS AND UPDATES**

On or before the first day of every month, the CONSULTANT shall prepare and deliver to the Town Manager a status reports showing its performance of the scope of services set forth in "Exhibit 1".

## **SECTION 7. POLICY OF NON-DISCRIMINATION**

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

## **SECTION 8. DRUG FREE WORKPLACE**

CONSULTANT shall maintain a Drug Free Workplace.

## **SECTION 9. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Contract. The services provided by CONSULTANT shall be by employees of the CONSULTANT and subject only to its supervision. CONSULTANT shall be responsible for the enforcement of its personnel policies, the payment of its employees or sub-consultants, if any, the payment of any applicable taxes, FICA, social security, health insurance, pension or any other benefits for the CONSULTANT'S employees who render servic under this Contract.

## **SECTION 10. ASSIGNMENT**

Neither this Contract, nor any services to be performed herein, shall be assigned, transferred or otherwise delegated to others including sub-consultants by CONSULTANT, without the prior written consent of the Town Manager.

## **SECTION 11. CONFLICTS OF INTEREST**

**11.1** CONSULTANT shall not perform any services for any municipality that is contiguous to the TOWN, unless approved by the Town Manager.

**11.2** Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Contract.

## **SECTION 12. INDEMNIFICATION/HOLD HARMLESS**

**12.1** The CONSULTANT shall indemnify, defend and hold harmless TOWN, its elected and appointed officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases, death; or damage to, or the destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Contract.

**12.2** CONSULTANT acknowledges that as part of this Contract specific and separate consideration has been paid for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth herein.

**12.3** CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT shall defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that the services furnished to TOWN, or on behalf of the TOWN, by CONSULTANT pursuant to this Contract, becomes unusable as a result of [any such infringement or claim.

## **SECTION 13. REPRESENTATIVES OF THE TOWN AND THE CONSULTANT**

**13.1** It is recognized that questions in the day-to-day performance of this Contract may arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed. CONSULTANT designates **Don DeLaney** as the representative of CONSULTANT to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed.

**13.2** The Town Manager shall have the right to require CONSULTANT to change any personnel working on this Contract upon providing CONSULTANT with a 10 day written notice. Such requests for changes in personnel shall be submitted to the CONSULTANT in writing, and shall not be made by the Town Manager unreasonably or arbitrarily.

## **SECTION 14. COSTS AND ATTORNEY'S FEES**

If either TOWN or CONSULTANT is required to enforce the terms of this Contract by legal action, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

## **SECTION 15. NOTICES**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered, or by email or facsimile transmission, addressed to the party for whom it is intended, and proof of receipt. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

**FOR CONSULTANT:** Don Delaney  
Strategic Development Initiatives, Inc.  
9503 SE Saturn Street  
Hobe Sound, Florida 33455  
Phone: 772-233-0712/305-778-5516

**FOR TOWN:** John O. D'Agostino, Town Manager  
Town of Lake Park  
535 Park Avenue, Lake Park, Fl. 33403  
Tel. (561) 881-3304 Fax. (561) 881-3314

**With Copy to:** Thomas J. Baird, Esquire  
Town Attorney  
c/o Town of Lake Park  
535 Park Avenue, Lake Park, FL 33403  
Tel. (561) 650-8233

## **SECTION 16. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE**

**16.1** Any "Data" defined as written reports, studies, drawings, graphic, electronic, chemical or mechanical representations, specification, designs, models, photographs, computer CADD discs, surveys developed or provided in connection with this Contract shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Contract.

**16.2** Copyrights. No data developed and or prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

**16.3** If this Contract is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

Sub-consultants, if needed, shall be subject to the prior written approval of the Town Manager.

## **SECTION 18. COMPLIANCE WITH LAWS**

CONSULTANT shall fully obey and comply with all federal, state, county, and town laws, administrative regulations or rules, which are or shall become applicable to the services performed under the terms of this Contract.

## **SECTION 19. TRUTH-IN NEGOTIATIONS CERTIFICATE**

Signature of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

## **SECTION 20. OWNERSHIP OF DOCUMENTS**

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Contract is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

## **SECTION 21. AUDIT AND INSPECTION RIGHTS**

**21.1** The TOWN may, at reasonable times, and for a period of up to three years following the date of the completion of Services by CONSULTANT under this Contract, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Contract. CONSULTANT SHALL maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Contract

**21.2** The TOWN may, at reasonable times during the term hereof, and any supplemental contract terms, inspect CONSULTANT's RECORDS, as the TOWN deems reasonably necessary, to determine whether the services provided by CONSULTANT under this Contract conform to the terms of this Contract. CONSULTANT shall make available to the TOWN all records related to this Contract and provide assistance to facilitate the performance of inspections by the TOWN's representatives.

## **SECTION 22. WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Contract and any amendments hereto, that it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

**SECTION 23. NO CONTINGENT FEES**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract, For the breach or violation of this provision, the TOWN shall have the right to terminate the Contract with or without cause, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 24. GOVERNING LAW; VENUE**

This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue of any action to enforce this Contract shall be in Palm Beach County, Florida.

**SECTION 25. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

**SECTION 26. SEVERABILITY**

If any provision of this Contract or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and may be enforced to the fullest extent permitted by law.

**SECTION 27. CONFLICT**

In the event of a conflict between the terms of this Contract and any terms or conditions in any attached documents, the terms in this Contract shall prevail.

**SECTION 28. SURVIVAL OF PROVISIONS**

Any terms or conditions of this Contract that require acts beyond the date of its termination shall survive the termination of this Contract, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforced by either party.

**SECTION 29. ENTIRE CONTRACT**

**29.1** This Contract and its attachments constitute the entire contract between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

**29.2** No modification, amendment or alteration in the terms or conditions of this Contract shall be effective unless contained in a written document executed with the same formality as this Contract.

### **SECTION 30. PUBLIC RECORDS**

The CONSULTANT is required to:

**30.1** Keep and maintain public records required by the Town to perform the service.

**30.2** Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

**30.3** Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the CONSULTANT does not transfer the records which are part of this Contract to the Town.

**30.4** Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT; or keep and maintain the public records associated with the services provided for in the Contract. If the CONSULTANT transfers all public records to the Town upon completion of the term of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the CONSULTANT keeps and maintains public records upon completion of the term of the Contract, the CONSULTANT shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

**30.5** IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

### **SECTION 31. WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

**SECTION 32. AMENDMENTS**

The parties contemplate that there will be additional professional consulting services to be performed by the CONSULATNAT. The additional services shall be set forth in an written amendment to this Contract, which shall include a Scope of Services and the terms of the compensation for these services. It is specifically contemplated that should a developer be selected for the Qualifying Project, the compensation for the CONSULTANT shall be the responsibility of the private entity that is the subject of an agreement with the TOWN. The private entity's compensation of the CONSULTANT is specifically authorized by § 255.065, Fla. Stat.

ATTACH AS "Exhibit 1" --- Scope of Work and Benchmarks

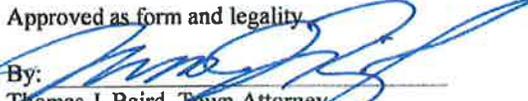
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

DATED this 7 day of October, 2020. TOWN OF LAKE PARK, through its  
Town Commission

ATTEST:

By:   
Michael O'Rourke, Mayor

  
Vivian Mendez, Town Clerk

Approved as form and legality  
By:   
Thomas J. Baird, Town Attorney  
7th day of Oct, 2020



(CONSULTANT)

By:   
Print Name: Dan DELANEY  
Dated this 12 day of October, 2020

Witness:   
Print Name: Nadia Di Tommaso

## **EXHIBIT 1 - Scope of Work and Benchmarks**

### **1. Site Analysis (30 day process) – Compensation \$30,000**

- a. Perform due diligence on the subject site, including, but not limited to an evaluation of the suitability of the existing future land use designations and zoning districts of the properties (hereinafter, collectively "the Property") which are the subject of the development and/or redevelopment of the Project (understanding that the amendments for the parking lot areas were recently adopted and are likely fully suitable). To the extent the Project may require the amendment of an existing land use designation or zoning district, the CONSULTANT shall make such recommendations as are necessary to accomplish the same.
- b. Analysis of the obligations of the Town pursuant to its Interlocal Agreement with Palm Beach County, as amended, and to the extent necessary make recommendations to any further amendments which may be necessary to facilitate the public-private re-development of the Marina.
- c. Review and analyze the opinion of title pertaining to the Marina Deeds, including the provisions which provide for the marina properties to revert to the state. To the extent necessary, engage the appropriate state agency staff to identify what agreements and/or other amendments to the deed restrictions of the Marina properties with the state may be necessary in order to address the deed restrictions and develop the Project on the Property.
- d. Review all other property development restrictions or regulations which present a preexisting barrier of development and work with the Town to fully resolve any preexisting barriers to development]
- e. Research financial options ahead of the creation of a comprehensive agreement with a private entity to ensure the solicitation package is not only viable, but enticing to a development partner.
- f. At the end of 30 days the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..

### **2. Comprehensive Agreement with Private Entity (45 day process) - Compensation \$30,000**

- a. Work with the Town Attorney to identify the key elements to be included in a Comprehensive Agreement and ensure that the Town is able to maximize its return on investment of its property as part of the Project.
- b. Identify potential incentives to include in the Comprehensive Agreement.
- c. Provide the Town Attorney with additional supplemental data to be included with the Comprehensive Agreement including graphics.
- d. Write a competitive package (that shall be subject to the statutory requirements of § 2) that takes into account the Town's economic development goals, existing regulations, and the contractual obligations of the Interlocal Contract.
- e. At the completion of the site analysis and preparation of a Comprehensive Agreement, the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..

### **3. Market and Coordinate P3 Meetings with Interested Developers (30-45 day process) - Compensation \$30,000**

- a. Market the opportunity to develop the TOWN'S parking lot and Marina properties as part of a potential public-private Qualifying Project. Inform developers on criteria and required documentation for P3 meeting discussions.
- b. Develop a Request for Proposals for private entities.
- c. At the end of 90 days, the CONSULTANT shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..]

**4. Evaluate Private Entity responses with Town Manager, Community Development, Marina and Town Attorney (30-45 day process) - Compensation \$30,000.**

- a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
- b. Assess the respondent's ability to meet their obligations as set forth in the RFP.
- c. Confirm the proposals that are responsive to the RFP.
- d. As part of a Selection Committee, rank the responses to the RFP and develop a recommendation to be presented to the Town Commission.

**5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (60 day process) – Compensation each 30 days at \$30,000 for 2 months for a total of \$60,000.**

- a. Coordinate private entity presentation before the Town Commission and negotiate with the selected private entity on the Town's behalf.
- b. After negotiation with the private entity selected by the Commission, SDI shall deliver a draft contract for the Town Attorney's review. The draft contract shall include key project benchmarks, a project timetable, and budget for the Comprehensive Agreement.
- c. Assess the contract for potential deficiencies.
- d. Subject to direction from the Town Commission, and subject to the Town Attorney's legal review, finalize the Comprehensive Agreement with the selected private entity developer for final approval.

**ESTIMATED TOTAL TIMEFRAME: 6-7.5 months.** Timeframes for each task set forth in Exhibit 1 hereinabove shall depend upon the challenges presented given the complex and detailed tasks. **TOTAL FEE: \$180,000.**