

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 CONSULTATNT'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 CONSUTANAT for Phases II and III shall beat the option of the TOWN and shall be set forth in one or more amendments to the Contract. The CONSULTATNT'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 CONSULTATNT.

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 servc 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 CONSULTATN 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 by 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.

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:

Dated this 12 day of October, 2020

Witness:

Print Name:

Nadia D. Turner

Certification
I, Vivian Mendez, Clerk of the Town of Lake Park
do hereby certify that the foregoing is a true and correct copy of
the original instrument as contained in the official records of the Town.
Witness my hand and the Official Seal of the Town of Lake Park This
17 day of February, 2023
Vivian Mendez
Town Clerk



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.**

Original Copy
1st Amendment

**FIRST AMENDMENT TO CONTRACT
FOR PROFESSIONAL CONSULTING SERVICES**

THIS FIRST AMENDMENT TO THE CONTRACT for professional consulting services (the Contract), is made this 17 day of February, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida ("the Town") and Strategic Development Initiatives, Inc., a State of Florida Corporation, FEID Number 65032003 ("the CONSULTANT").

WHEREAS, the 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 solicited proposals from qualified firms or individuals to assist it in the renovation and construction of improvements at the Lake Park Harbor Marina (Marina) by engaging in a public-private partnership pursuant to § 255.065, Fla. Stat.; and

WHEREAS, the Town selected the Consultant to assist the Town in its pursuit of the public-private partnership to renovate, upgrade, and construct improvements at the Marina; and

WHEREAS, in accordance with the Contract, the Consultant is responsible for insuring that the Town is in full compliance with its responsibilities for the development of a qualifying project and in accordance with the provisions of § 255.065, Fla. Stat.; and

WHEREAS, the Town Commission approved the Contract, which included a specific Scope of Services; and

WHEREAS, § 1.7 of the Contract provides that any adjustments to the Contract, including, the Scope of Services shall be the subject of a written amendment to the Contract.

WHEREAS, the Consultant has determined that it is necessary to amend § 1.3 of the Contract, which incorporated as Exhibit 1 to the Contract, a specific Scope of Services; and

WHEREAS, the original Scope of Services included tasks that the Consultant was to perform, including tasks to ensure that the Town is in compliance with the requirements of § 255.065, Fla. Stat.

NOW THEREFORE, the parties agree to amend the Contract by replacing the original Exhibit 1 which was attached to and incorporated into § 1.3 of the Contract with a new Exhibit 1, entitled "Scope of Services and Performance" as set forth below:

TASK 1. Site Analysis (30-day process) – Compensation \$30,000

The Consultant shall present all written report with findings and recommendations (the Report) as they apply to an unsolicited Qualifying Project or projects to the Town Manager, and thereafter to the Mayor and Commission during meetings pursuant to § 255.065 (15), Fla. Stat. As part of its Report, the Consultant shall present any recommendations pertaining to a. through d. of Task 1 and in context with the Consultant's responsibilities delineated in Task 4,

6, and 7 of the amended Scope of Services as they relate to an actual project or projects. All information addressed in the Report as it pertains to Task 1 shall be presented in a comparative Matrix Analysis Format.

- 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~~ amendments to the existing land use designation or zoning district, the Consultant shall make such recommendations to accomplish the same.
- b. Analysis of the obligations of the Town pursuant to its Interlocal Agreement with Palm Beach County, as amended. To the extent necessary make recommendations to any further amendments which may be necessary to facilitate the re-development of the Marina through a Qualifying Project.
- c. Review and analyze the opinion of title pertaining to the Marina Deeds, including specifically the deed restrictions which provide that the marina parcels shall revert to the state unless used for recreation or open space purposes. To the extent necessary, engage the appropriate state agency staff to identify what agreements and/or other amendments would be necessary to develop the Marina parcels which are subject to deed restrictions, for uses other than open space and recreation.
- 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 prior to the creation of a comprehensive agreement with a private entity to ensure the solicitation package is not only viable, but enticing to a potential development partner.

Task 2. Preparation of initial draft Request for Proposals (RFP) (45 days) - Compensation \$30,000

- a. Consultant shall prepare a draft RFP for the review of the Town Manager and Town Attorney that is in compliance with the procurement procedures of § 266.065(3), Fla. Stat. and the Town's procurement procedures.
- b. The draft RFP shall present a consistent representation of materials and narratives that follow and are tangent to the re-development of the Marina. The draft RFP shall be submitted to the Town, for review and comment.
- c. The approved RFP requesting proposals from private entities shall be published in accordance with the provisions of § 255.065(3), Fla. Stat.

- d. If the Town receives any unsolicited proposals prior to publishing the RFP, and the Town Commission elects to enter into a comprehensive agreement for a project described in an unsolicited proposal, the consultant shall be responsible for ensuring compliance with § 255.065(3), Fla. Stat.

Task 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 a Qualifying Project as defined in §255.065(1)(i), Fla. Stat. As part of the marketing, inform developers on criteria and required documentation for P3 meeting discussions.
- b. At the Commission direction, the Consultant may cease marketing upon the receipt of an Unsolicited proposal as per § 255.065(3) or upon the issuance of the RFP.
- c. At the end of 45 days, the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S.

TASK 4: Unsolicited Proposals

(60-day process) Compensation each 30 days at \$30,000 for 2 months for a total of \$60,000.

- a) SDI shall review any unsolicited proposals submitted to the Town prior to the issuance of the RFP and shall determine whether the unsolicited proposal complies with the statutory project approval requirements for a qualified project set forth in § 255.065(4)
- b) SDI shall prepare and present a determination of these finding during a properly advertised meeting of the Town Commission.
- c) If the Town receives any unsolicited proposal, and the Town commission elects to enter into a comprehensive agreement for a Qualifying Project as described in an unsolicited proposal the Consultant shall be responsible for publishing notice of its receipt of an unsolicited proposal and that it will accept other proposals for the same project as required by § 255.065(3)(b), Fla. Stat
- d) communicate to potential P3 partners which have submitted unsolicited proposals and request any additional project approval requirements to evaluate the proposals as per Section 255.065(4)(f).
- g) SDI shall prepare a summary of findings of whether any unsolicited proposal has met the requirements of § 255.065(4) Fla. Stat.
- h) Prior to the Commission's notice of an intended decision on a qualifying project SDI shall provide individual briefings with the Mayor, Commissioners and the Town

Manager regarding the statutory compliance of unsolicited proposal with § 255.065(4), Fla. State

- i) SDI In cooperation and partnership with the private entity proposers, shall make a presentation at a Town Commission workshop meeting explaining the details and characteristics of each proposal. Additional Town Commission workshop, special or regular meetings may be scheduled, which the Consultant shall attend to provide guidance, feedback and any other information requested by the Commission.
- j) SDI shall provide written biweekly status of its ongoing work to the Town_Manger during Task 4.

Task 5: RFP (30 day process) – Compensation \$0

- a) SDI shall provide the Town Manager with statutory compliant introduction language in accordance with § 255.065 (3)(b), Fla. Stat. to be made part of the RFP drafted pursuant to Task 2. Thereafter, the RFP approved by the Commission shall be published in accordance with the provisions of § 255.065 (3)(b), Fla. Stat.
- b) After the submission of responses to the RFP, the Consultant shall provide an in person briefing to the Town Manager in accordance with the provisions of § 255.065(3), Fla. Stat.

Task 6: Evaluate Private Entity responses with Town Manager and Town Attorney (30-45 day process) - Compensation \$30,000.

- a. Review and provide the Town Manager with a written report contrasting the strengths and weaknesses of the respondents to the RFP.
- b. Assess the respondent's ability to meet their obligations as set forth in the RFP.
- c. Identify those the proposals that are responsive to the RFP.
- d. Provide technical assistance and attend the meeting of the Town's Selection Committee, regarding the responses to the RFP and assist the Committee in ranking and developing a recommendation to the Town Commission.

Task 7. 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 presentations before the Town Commission and if directed negotiate with the selected private entity on the Town's behalf.
- b. After negotiation with the private entity selected by the Commission, SDI shall work cooperatively with the Town Attorney to prepare deliver a draft comprehensive

agreement that meets the requirements of § 255.065(7), Fla. Stat.. At a minimum, the draft comprehensive agreement shall include key project benchmarks, a project timetable, and budget for the Comprehensive Agreement.

THE ESTIMATED TOTAL TIMEFRAME FOR TASKS 1-7 is 6 to 9 months from the execution of this Amendment to the Contract. Timeframes for each task set forth shall depend upon the challenges presented given the complex and detailed tasks from the execution of the Amendment to the Contract. The Town shall be responsible for paying the Consultant \$180,000 for these tasks. The Consultant shall be responsible for collecting \$60,000 from the entities making unsolicited proposals.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Contract on this 17 day of February, 2021.

ATTEST:

By: [Signature]
Vivian Mendez, Town Clerk
(Town Seal)
TOWN OF LAKE PARK
SEAL

TOWN OF LAKE PARK

By: [Signature]
Michael O'Rourke, Mayor

APPROVED AS TO FORM
AND CONTENTS:

By: [Signature]
Thomas J. Baird, Town Attorney

CONSULTANT:
Strategic Development Initiatives, Inc.

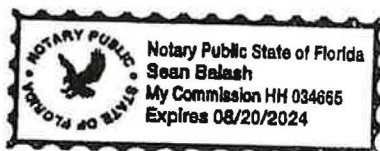
By: [Signature]
Its: President

STATE OF FLORIDA

COUNTY OF ~~PALM BEACH~~ Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of March, 2021 by Don Delany of Strategic Development Initiatives, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced FL Drivers License as identification.

(Notary Seal)



[Signature]
Notary State of Florida

Printed Name: Sean Balash

Certification
I, Vivian Mendez, Clerk of the Town of Lake Park, do hereby certify that the foregoing is a true and correct copy of the instrument as contained in the official records of the Town. My hand and the Official Seal of the Town of Lake Park This 17 day of February, 2021.
By: [Signature]
Town Clerk
TOWN OF LAKE PARK
SEAL
FLORIDA

**SECOND AMENDMENT TO CONTRACT
FOR PROFESSIONAL CONSULTING SERVICES**

This Second Amendment to the Contract for professional consulting services (the Contract), is made this 2nd day of June, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida ("the Town") and Strategic Development Initiatives, Inc., a state of Florida Corporation, FEID Number 65032003 ("SDI").

WHEREAS, the 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 has previously entered into a Contract with SDI which sets forth SDI's services and responsibilities with respect to the Town's proposed redevelopment of the Lake Park Harbor Marina (the Marina) pursuant to the statutory authority authorized by § 255.065, Fla. Stat.; and

WHEREAS, the Contract requires the SDI to provide the Town Commission with the necessary advice to guide the Town Commission in following the statutory requirements of § 255.065, Fla. Stat. with respect to implement a public-private partnership resulting in the renovation and further development of the Marina; and

WHEREAS, § 1.7 of the Contract permits amendments to the Contract; and

WHEREAS, the SDI previously proposed, and the Commission agreed to amend § 1.3 of the Contract pertaining to the Consultant's compensation and Scope of Services as set forth in Exhibit 1; and

WHEREAS, the 1st Amendment to the Contract established the compensation to be paid to SDI and the Tasks to be performed by SDI as part of Phase I of the Contract; and

WHEREAS, the SDI has determined that it is necessary to again amend § 1.3 of the Contract, which incorporates Exhibit 1 setting forth the Consultant's compensation for the Scope of Services for Phases II and III of the Contract; and

WHEREAS, the Town Manager recommends that the Commission accept SDI's proposed second amendment to the Contract.

NOW THEREFORE, the parties hereto have agreed to this 2nd amendment to the Contract as follows:

1. Amendments to Phase I of the Contract

Compensation: SDI shall be paid an amount not to exceed \$30,000 monthly. SDI shall provide detailed monthly invoice to the Town Manager which shall reflect the daily services and activities performed by SDI's employees during the month toward the

completion of the Tasks in Phase I. The SDI employee team and their respective hourly rates are as follows:

Principal	Vice President	Executive Assistant	Real Estate Analyst
\$285 per hour	\$165 per hour	\$45 per hour	\$135 per hour

Term: The expected time of completion of Phase I is 6-9 months from the execution of the 2nd Amendment to the Contract.

Reports: SDI shall provide the Town Manager with written reports on the 15th and 30th day of each month detailing services and activities taken on a daily basis regarding its performance of the Tasks set forth herein.

Exhibit 1, entitled "Scope of Services and Benchmarks" which is incorporated into § 1.3 of the Contract is amended as follows:

Tasks: Amendments to EXHIBIT 1 – Scope of Work and Benchmarks

Task 5: Negotiations with private entities

- a) The Town Manager and SDI shall undertake negotiations simultaneously with the two private entities who submitted unsolicited proposals and who have been confirmed by SDI as qualified private developers (P-3 developers) pertaining to the establishment of the terms and conditions of a Service Contract as defined in Section 255.065(1) (I), Fla. Stat. for a Qualifying Project to redevelop the Marina (the Project). SDI shall ensure that the terms and conditions contained within the Service Contract are in compliance with all restrictions and reservations of the marina deeds conveyed by the Florida Trustees of the Internal Improvement Trust Fund to the Town. A report in the format of a comparative matrix shall be presented to the Town Commission within 120 days from the date of the execution of the Second Amendment to the Contract. SDI shall organize and facilitate a presentation to the Mayor and Commission by each P3 proposer to allow them equal opportunity to directly present their respective proposals as they deem appropriate.

All scheduling of workshops, negotiation sessions, informational exchanges, P3 and SDI work sessions with the Town Manager and his staff, and public information requests shall be required to be approved by the Town Manager.

- b) The Town Manager and SDI shall simultaneously undertake negotiations with both P3 developers with regard to the preparation of a proposed Interim Agreement as delineated in § 255.065 (6), Fla. Stat.. The draft Interim Agreement shall authorize the Private Entity to commence activities, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning the proposed Project and ascertaining the availability of financing for the proposed Project. The terms and conditions of the Interim Agreement shall establish the process and terms of the negotiations of the Comprehensive Agreement. A draft of the Interim Agreement describing the proposed development and operation the Project, as proposed by both of the P-3 developers shall be presented to the Town Manager and Town Attorney for their review within 120 days from the date of the execution of the Second Amendment to the Contract. SDI shall organize and facilitate a presentation to the Mayor and Commission by each P3 proposer on the proposed Interim Agreement to allow each P3 proposer equal opportunity to directly present their respective proposals as they deem appropriate.

All scheduling of workshops, negotiation sessions, informational exchanges, P3 and SDI work sessions with Town staff, and public information requests shall be subject to the approval of the Town Manager. The Town Manager shall participate in all of these sessions and activities.

- c) SDI shall assist the Town Manager and Town Attorney in their evaluation of the draft the terms and conditions of the Interim Agreement.

Task 6: Request for Proposals (RFP)

- a) In accordance with § 255.065 (3) (b), Fla. Stat., prior to entering into a Comprehensive Agreement for one of the Projects described by the P-3 developers, SDI shall provide the Town Manager with statutory compliant language for publication of a notice in the Florida Administrative Register, that the Town intends to enter into a Comprehensive Agreement for a Project and will accept other proposals for the same Project.
- b) SDI shall assist the Town in the development of a RFP and identify in accordance with § 255.065 (3) (b), Fla. Stat., an appropriate timeframe for the Town's acceptance of proposals from other private entities for the same project.
- c) SDI shall provide technical assistance to the Town, and if established its Selection Committee, regarding the responses to the RFP to:
- (1) Assist the Committee in ranking and developing a recommendation to the Town Commission;
 - (2) Assess the respondent's ability to meet the obligations set forth in the RFP.

(3) Identify those the proposals that are responsive to the RFP.

(4) Develop a report of the strengths and weaknesses of each response.

Task 7: Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed.

- a) Coordinate with the Town Manager regarding presentations by the P-3 developers to the Town Commission.
- b) After the selection of a P-3 developer by the Commission, SDI shall work with the Town Attorney to prepare a draft Comprehensive Agreement which meets the requirements of § 255.065(7), Fla. Stat.. At a minimum, the draft Comprehensive Agreement prepared by SDI shall include key project benchmarks, timetables, any appropriate terms of compensation, and a budget.

II. Phase II of the Contract.

- **Compensation:** SDI shall provide detailed monthly invoices to the Town Manager which reflect the daily services and activities performed by SDI during each month toward the completion of Phase II. The fee to be paid to the SDI shall be up to \$15,000 based on the services and activities performed by SDI's employees as reflected in the invoices it submits to the Town. The parties agree that the fees to be paid by the Town shall not exceed \$375,000. An invoice for any fees which exceed this amount shall be submitted to the Town Manager for processing, but shall be paid by the selected P-3 developer. The processing and payment of all fees due SDI shall be made within 30 days from receipt of invoice unless written justification for withholding payment is and identifying the remedies to resolve the justification for withholding payment.
- **Term:** The expected time frame for the completion of Phase II is 9-12 months from the completion of Phase I.
- **Reports:** SDI shall provide the Town Manager with written status reports detailing the services and activities pertaining to the progress of Phase II on or before the 15th and 30th day of each month.

Tasks: SDI shall work on behalf of the Town with the selected P3 Partners undertake the following tasks in Phase II of the Contract:

- a) Assist the Town and the selected P3 Partners with respect to any public financing as authorized in Section 255.065(9) (b)(c), Fla. Stat., and assist in securing private capital.
- b) Coordination with the private entity professionals retained for the Project,

- c) Coordination and completion of all permit applications and submission to all governmental entities,
- d) Representation of the Town at all public meetings and workshops of the town's Planning and Zoning Board and Town Commission;
- e) Coordinate and attend work sessions with Palm Beach County staff,
- f) Make presentations to Palm Beach County Board of County Commissioners;
- g) Coordinate and attend work sessions and presentations to staff of the State of any Florida departments or the Governor and Cabinet in their capacity as trustees of the Internal Improvement Trust Fund and Land and Water Adjudicatory Commission to address the deed restrictions pertaining to the Marina parcels, riparian rights or submerged land issues associated with the Project.
- h) SDI shall identify and recommend any amendments to the Town's Comprehensive Plan or its Land Development Regulations which it believes to be necessary to facilitate the development of the Project.

III. Phase III of the Contract.

- **Compensation:** SDI shall provide detailed monthly invoices to the Town Manager which reflect the daily services and activities performed by SDI in regard to the completion of the tasks in Phase III. The parties agree that the invoices for fees to be paid to SDI shall be processed by the Town, but shall be paid by the selected P-3 developer. The processing and payment of all fees due SDI shall be made within 30 days from receipt of invoice unless written justification for withholding payment is provided to all parties of this agreement and the future P3 Comprehensive Agreement stating the reason for non-payment and identifying the remedies to resolve any issues identified preventing payment.
- **Reports:** SDI shall provide the Town Manager with a monthly status report during Phase III.
- **Term:** ~~The expected time of completion of Phase III is 6-9 months from the completion of Phase II.~~ The completion of Phase III shall be upon the Town's issuance of the Project's final Certificate of Occupancy.
- **Tasks:** SDI shall complete the following for PHASE 3:
 - Delivery of such performance and payment bonds, letters of credit, or other security acceptable to the Town in connection with the Project in the form and amount which is satisfactory to the Town and which complies with § 255.05, Fla. Stat..
 - Inspection and monitoring of the Project to ensure that the P-3 developer's activities are in accordance with the Comprehensive Agreement.

- Monitor the maintenance practices to be performed by the P-3 developer to ensure that the Project is properly maintained.
- Monitor the periodic filing required of the P-3 developer of the appropriate financial statements that pertain to the Project.
- Monitor compliance with procedures that govern the rights and responsibilities of the Town and the P-3 developer in the course of the construction and operation of the Project.
- Monitor compliance with regard to fees, lease payments, or service payments. In negotiating user fees, the fees must be the same for persons using the facility under like conditions and must not materially discourage use of the Project.
- Monitor and enforce all development benchmarks and time schedules set forth in the Comprehensive Agreement.
- Advocate and coordinate the activities of the licensed contractors for the Project pertaining to any permits or approvals such as:
 - FAA Air Rights approvals to operate cranes in restricted air space.
 - FDOT Air Rights and requirements to operate cranes above public right of way.
 - Special permits and approvals to maximize the public and project benefits of the proposed redevelopment of the Marina, including slips, docks, fairways, and other submerged land and riparian issues.
 - Special orders or variance requests to be considered by the Town regarding large scale concrete pours.
 - Numerous other non-routine construction issues and approval requests.
 - Conduct periodic on-site contract monitoring and management oversight meetings with representatives of the P-3 developer and the General Contractor.
 - Provide monthly updates to the Town Manager.
 - Provide updates to Mayor and Commission as directed by the Town Manager.
 - Work to resolve contractual labor disputes in a timely manner.
 - Monitor all construction draws made by the P-3 developer.

Section 4. The Contract is hereby amended to provide that the total compensation to be paid by the Town to SDI for Phases I and II is not to exceed \$375,000. With respect to Phase III, any fees to be paid to SDI shall come from the P3 developer.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Contract on this 2nd day of June, 2021.

ATTEST:

By: [Signature]
Vivian Mendez, Town Clerk



TOWN OF LAKE PARK

By: [Signature]
Michael O'Rourke, Mayor

FLORIDA
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: [Signature]
Thomas J. Baird, Town Attorney

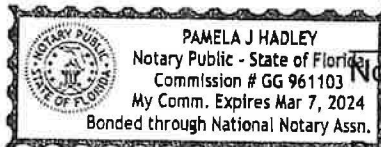
CONSULTANT
Strategic Development Initiatives, Inc.

By: [Signature]
Its: President

STATE OF FLORIDA
COUNTY OF Martin PSH
~~PALM BEACH~~

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of June, 2021 by Donald Delaney of Strategic Development Initiatives, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced Drivers License as identification.

(Notary Seal)



[Signature]
Notary State of Florida

Printed Name: Pamela J Hadley