



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, FEBRUARY 01, 2022 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Kimberly Stokes

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Herman Robinson

**AGENDA - Additions / Deletions / Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

A. Anti-racism Proclamation

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

A. [Pre-Agenda work session - January 12, 2022](#)

B. [Regular Meeting - January 18, 2022](#)

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

A. [Agreements with Florida Building Alliance Corp. and RMJ Maintenance Corp.](#)

B. [Resolution No. 10-2022 – approving the FUSION Mini-Project Grant Memorandum of Understanding with PBSO](#)

C. [Change Order 02 to B&B Underground Construction, Inc. for the Lift Station 12 & 14 Improvement Project.](#)

**NEW BUSINESS:**

A. [Resolution No. 08-2022 – amending the City Commission’s Rules of Procedure](#)

B. Discussion regarding HRPB

C. Discussion regarding the establishment of a resolution or ordinance to require developers to meet with stakeholders about their developments

D. Discussion regarding a parking/mobility advisory board

E. Discussion regarding the development of a policy for public use of existing day docks on the City's intracoastal waterfront

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

February 9 - pre-agenda work session @ 9 am

February 18 - regular meeting

February 22 - electric utility meeting

February 23 - pre-agenda work session @ 9 am

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION PRE-AGENDA WORK SESSION  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, JANUARY 12, 2022 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:09 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:23) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega and Christopher McVoy. Also present were City Manager Carmen Davis, Assistant City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne. ABSENT: Commissioner Kimberly Stokes.

**UPDATES / FUTURE ACTION / DIRECTION** (0:47)

A. Possible agenda topics

**Action:** Consensus to have a work session regarding parking and mobility issues in the future.

**Action:** Consensus to discuss funding for painting “Pride” in crosswalks.

**ADJOURNMENT:** (50:45)

The meeting adjourned at 10:00 AM.

ATTEST:

\_\_\_\_\_  
Betty Resch, Mayor

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

Minutes Approved: February 1, 2021

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, JANUARY 18, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:20) Present were Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne. Mayor Betty Resch was absent.

**INVOCATION OR MOMENT OF SILENCE:** (0:51) There was a moment of silence.

**PLEDGE OF ALLEGIANCE:** (1:13) led by Vice Mayor Herman Robinson.

**ADDITIONS/DELETIONS/REORDERING** (1:39)

Presentation A, Anti-racism Proclamation and New Business C, Resolution No. 08-2022 – amending the City Commission’s Rules of Procedure were moved to the February 1 meeting and Presentation C, Presentation by School Board Representative Erica Whitfield will be rescheduled.

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve the agenda as amended.

**Vote:** Voice vote showed: AYES: Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None. ABSENT: Mayor Resch.

**PRESENTATIONS:** (2:47) (there is no public comment on Presentation items)

- A. (moved to February 1, 2022 meeting) Anti-racism Proclamation
- B. Presentation by Jervonte Edmonds, CEO & Founder of Suits for Seniors (3:00)
- C. (deleted) Presentation by School Board Representative Erica Whitfield
- D. PBSO quarterly presentation by Captain Todd Baer (11:40)

Commissioner Malega left the meeting at 6:30 PM and joined via Zoom.

E. Stormwater Flooding Presentation by Brian Shields, Water Utilities Director (41:34)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (1:02:24)

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (1:14:08)

**APPROVAL OF MINUTES:** (1:26:55)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the following minutes:

- A. Pre-agenda work session – December 22, 2021
- B. Regular Meeting – January 4, 2022

**Vote:** Voice vote showed: AYES: Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None. ABSENT: Mayor Resch.

**CONSENT AGENDA:** (1:27:30) (public comment allowed during Public Participation of Non-Agendaed items)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner McVoy to approve the Consent Agenda:

- A. Confirmation of Chair and Vice Chair to CRA Board
- B. Resolution No. 05-2022 – approving and authorizing the Mayor to execute the FY22 DLIS ARPA Florida grant award 21-ARPA-16 for implementation of the Connecting Our Community program
- C. Resolution 06-2022 – Supporting and Adopting the Palm Beach County League of Cities’ Resolution regarding Lake Okeechobee System Operation Manual
- D. Change Order #2 – final with Foster Marine Contractors, Inc. for District 3, Year 3 outfall project

**Vote:** Voice vote showed: AYES: Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None. ABSENT: Mayor Resch.

**NEW BUSINESS:** (1:27:54)

- A. Work Order #8 with The Paving Lady for paving work to be completed on 17th Ave N from N D St to the railroad tracks, 22nd Ave N and Park Street, and 21st Ave N from Park St to the dead end (1:28:03)

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes approve/disapprove Work Order #8 with The Paving Lady for paving work to be completed on 17th Ave N from N D St to the railroad tracks, 22nd Ave N and Park Street, and 21st Ave N from Park St to the dead end.

**Vote:** Voice vote showed: AYES: Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None. ABSENT: Mayor Resch.

Commissioner McVoy left the meeting at 7:32 PM and returned at 7:33 PM.

- B. Resolution No. 07-2022 – approve and authorize the submission of an application to EDA for grant funding under the ARPA Good Jobs Challenge (1:30:42)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 07-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF THE CITY'S APPLICATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION FOR GRANT FUNDING UNDER THE AMERICAN RESCUE PLAN ACT GOOD JOBS CHALLENGE TO IMPLEMENT AN APPRENTICESHIP PROGRAM FOR PROSPECTIVE LINEMEN FOR THE CITY'S ELECTRIC UTILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve/disapprove Resolution No. 07-2022 authorizing the submission of an application to EDA for grant funding under the ARPA Good Jobs Challenge.

**Vote:** Voice vote showed: AYES: Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None. ABSENT: Mayor Resch.

- C. (moved to February 1, 2022 meeting) Resolution No. 08-2022 – amending the City Commission's Rules of Procedure

**CITY ATTORNEY'S REPORT:** (1:35:41)

City Attorney Torcivia provided the following report:

- Stated that the City would do what it could regarding rental prices; establishing rent control would be a long process.
- Said that he would examine any creative ideas that were put forth regarding rents, including adding criteria to the sustainable bonus program.

City Manager Davis stated that she would contact other cities in Florida to learn how the issue was being dealt with.

- Stated that masks could be mandated in City buildings, but there could not be a vaccination mandate.

**CITY MANAGER'S REPORT:** (1:44:02)

City Manager Davis provided the following report:

- Expressed regret that she was unable to attend the MLK events but would watch them online.

- Reported that operations were going remarkably well even with the new COVID outbreak; she asked for patience if there were delays due to illness.
- Stated that the dais would decide about the L&M project and the City was evaluating the condition of the buildings.

**UPCOMING MEETINGS AND WORK SESSIONS:**

January 25 - electric  
January 26 - pre-agenda work session @ 9 AM  
January 26 - work session (beach complex) @ 4 PM  
February 1 – regular meeting

**ADJOURNMENT:** (1:49:53)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to adjourn the meeting at 7:51 PM.

**Vote:** Voice vote showed: AYES: Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None. ABSENT: Mayor Resch.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

Minutes approved February 1, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 1, 2022

**DEPARTMENT:** Public Works

**TITLE:**

Agreements with Florida Building Alliance Corp. and RMJ Maintenance Corp.

**SUMMARY:**

The Agreements with Florida Building Alliance Corp. and RMJ Maintenance Corp. authorize each vendor to enter into a three (3) year goods and services contract for General Facility Maintenance Services for Buildings and Parks.

**BACKGROUND AND JUSTIFICATION:**

The Public Works Facilities Maintenance Division is responsible for the upkeep and maintenance of all City buildings and parks. Based on the current staffing levels, it is necessary to subcontract various maintenance related services to keep the City's buildings and parks in a safe, functional and aesthetic operating condition.

The City advertised the RFP for "General Facility Maintenance Related Services for Buildings and Parks" and received a total of two (2) proposals from qualified vendors. A Selection Committee met on December 1, 2021 to review the proposals and provide recommendation for contract award. The committee selected both vendors, Florida Building Alliance Corp. and RMJ Maintenance Corp. to be awarded the annual contract. The contract is on an as needed basis and is for an initial three (3) year term with the option to renew for two (2) additional one (1) year periods.

**MOTION:**

Move to approve/disapprove the Agreements with Florida Building Alliance Corp. and RMJ Maintenance Corp.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement – Florida Building Alliance Corp.  
Agreement – RMJ Maintenance Corp.



**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	75,000	75,000	75,000	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
*Varies by Project	Contractual Services		TBD	TBD		75,000	TBD

\*The funding account will be determined by the Department requesting the work.

**AGREEMENT FOR GOODS AND SERVICES  
(GENERAL FACILITY MAINTENANCE SERVICES  
FOR CITY BUILDINGS AND PARKS)**

**THIS AGREEMENT** is made \_\_\_\_\_, 2022, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Florida Building Alliance Corp.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 631 Southridge Rd, Delray Beach, FL 33444.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Request for Proposals #22-201 for the general facility maintenance services for the City's buildings and parks to include internal and external general carpentry, interior and exterior facility remodeling, flooring, paving, roofing, painting, plumbing, fencing, gates, vandalism repairs, ADA accessibility installation and related services on an as needed basis (hereinafter "RFP"); and

WHEREAS, CONTRACTOR submitted a proposal to provide general facility maintenance services as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal (with the CONTRACTOR's proposed rates attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

1.1 The term of this Agreement for Goods and Services ("Agreement") shall be for three (3) years, with the option to renew for two (2) additional one (1) year renewals periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal terms may be approved by the City Manager upon the same terms, conditions and pricing. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

**2. SCOPE OF WORK**

2.1 The Scope of Work includes general facility maintenance services for the City's Buildings and Parks to include internal and external general carpentry, interior and exterior facility

remodeling, flooring, paving, roofing, painting, plumbing, fencing, gates, vandalism repairs, ADA accessibility installation and related services on an as needed as more specifically set forth in the RFP's Scope of Work, which is not attached hereto but it is incorporated herein by the reference. Work shall commence upon the issuance of a Purchase Order by the City.

2.2 The CONTRACTOR represents to the CITY that the materials and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be completed in accordance with the CITY issued Purchase Order, the terms and conditions set forth in the RFP and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. SERVICES**

4.1 The CONTRACTOR shall provide all services as more specifically set forth in a CITY issued Purchase Order, the RFP and this Agreement.

### **5. FEE AND ORDERING MECHANISM**

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's proposed rates which are attached as **Exhibit "A"**. The rates set forth in Exhibit "A" shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's rates in Exhibit "A", the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve changes in the CONTRACTOR's rates based on the recommendation of the City's Public Works Director or designee

5.2 Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of specific services) under this Agreement will be by a CITY issued Purchase Order(s); however, the terms and conditions stated in a CITY issued Purchase Order(s) shall not apply. CONTRACTOR shall not provide services under this Agreement without a CITY issued Purchase Order specifically for the stated services requested. Each Purchase Order shall be approved in accordance to the CITY's procurement code and policy. CONTRACTOR shall provide the amount of requested goods and services listed in each CITY issued Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement will be set in each CITY issued Purchase Order and no additional costs shall be authorized without prior written approval from the CITY.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **9. COPIES OF DATA/DOCUMENTS**

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **10. OWNERSHIP**

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **13. INSURANCE**

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the

CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", on a primary, non-contributing basis and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

#### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

#### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued,

nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"** (the Contractor's rates); any CITY issued Purchase Orders; and, the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any CITY issued Purchase Order(s) and the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **19. OF TRIAL BY JURY**

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in all respects under this Agreement.

**22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Florida Building Alliance Corp  
631 Southridge Rd  
Delray Beach, FL 33444

**23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

**24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and



failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

## **26. LIMITATIONS OF LIABILITY**

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

## **27. PUBLIC ENTITY CRIMES**

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**29. PALM BEACH COUNTY INSPECTOR GENERAL**

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**30. ENFORCEMENT COSTS**

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

**31. PUBLIC RECORDS**

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY**

**OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**32. COPYRIGHTS AND/OR PATENT RIGHTS**

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

**34. FEDERAL AND STATE TAX**

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

**35. PROTECTION OF PROPERTY**

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

**36. DAMAGE TO PERSONS OR PROPERTY**

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

**37. SAFETY: ACCIDENT PREVENTION.**

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and

the safety of the public and to protect property in connection with the performance of the work covered by the contract.

37.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

**38. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

38.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604 ), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

**39. SCRUTINIZED COMPANIES**

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### **40. E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

40.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

40.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

40.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

40.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

40.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,

40.6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

#### **41. SURVIVABILITY**

41.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (General Facility Maintenance Services for the City's Buildings and Parks) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

**Florida Building Alliance Corp**

By: Todd Heine

[Corporate Seal]

Print Name: Todd Heine

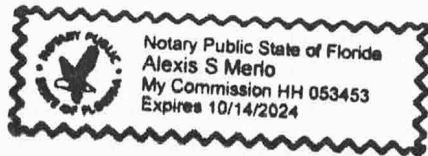
Title: President

STATE OF FLORIDA )  
COUNTY OF Palam Beach

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 31 day of December 2022, by Todd Heine, as the President [title] of Florida Building Alliance Corp., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]  
Notary Public Signature

Notary Seal:



**Exhibit A**

**CONTRACTOR'S RATES PROPOSAL**

**RFP # 22-201**

**GENERAL FACILITY MAINTENANCE SERVICES for CITY BUILDINGS and PARKS**

**RATE SCHEDULE**

Item No	LABOR TYPE	HOURLY RATE
1	Supervisor / Manager	\$95.00
2	Foreman	\$55.00
3	Skilled Laborer	\$45.00
4	Unskilled Laborer	\$30.00
5	Carpenter	\$51.00
6	Painter	\$47.00
7	Masonry Worker	\$53.00
8	Paver Brick Installer	\$53.00
9	Fence Installer	\$51.00

Item No	SUBCONTRACTOR TYPE	% MARK UP OVER COST
10	Plumbing	<u>25</u> %
11	Roofing	<u>25</u> %
12	Fencing	<u>25</u> %
13	Electrical	<u>25</u> %

Item No	MATERIALS	% MARK UP OVER COST
14	Construction Materials	<u>30</u> %

Item No	EQUIPMENT	HOURLY RATE
15	Pickup Truck (Under 1 Ton)	\$28.00
16	Pickup Truck (Over 1 Ton)	\$39.00
17	Dump Truck <b>3 Ton</b>	\$47.00
18	Aerial Lift (50' Or Less)	\$58.00
19	Gas Chop Saw	\$25.00
20	Plate Compactor	\$45.00
21	Pressure Cleaner	\$46.00
22	Generator up to <b>20KW Max</b>	\$125.00
23	Skid Steer or Excavator Mini	\$130.00
24	Forklift	\$65.00



**AGREEMENT FOR GOODS AND SERVICES  
(GENERAL FACILITY MAINTENANCE SERVICES  
FOR CITY BUILDINGS AND PARKS)**

**THIS AGREEMENT** is made \_\_\_\_\_, 2022, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **RMJ Maintenance Corp.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 187 Duke Dr. Lake Worth Beach Fl, 33460.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Request for Proposals #22-201 for the general facility maintenance services for the City's buildings and parks to include internal and external general carpentry, interior and exterior facility remodeling, flooring, paving, roofing, painting, plumbing, fencing, gates, vandalism repairs, ADA accessibility installation and related services on an as needed basis (hereinafter "RFP"); and

WHEREAS, CONTRACTOR submitted a proposal to provide general facility maintenance services as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal (with the CONTRACTOR's proposed rates attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

1.1 The term of this Agreement for Goods and Services ("Agreement") shall be for three (3) years, with the option to renew for two (2) additional one (1) year renewals periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal terms may be approved by the City Manager upon the same terms, conditions and pricing. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

**2. SCOPE OF WORK**

2.1 The Scope of Work includes general facility maintenance services for the City's Buildings and Parks to include internal and external general carpentry, interior and exterior facility

remodeling, flooring, paving, roofing, painting, plumbing, fencing, gates, vandalism repairs, ADA accessibility installation and related services on an as needed as more specifically set forth in the RFP's Scope of Work, which is not attached hereto but it is incorporated herein by the reference. Work shall commence upon the issuance of a Purchase Order by the City.

2.2 The CONTRACTOR represents to the CITY that the materials and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be completed in accordance with the CITY issued Purchase Order, the terms and conditions set forth in the RFP and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. SERVICES**

4.1 The CONTRACTOR shall provide all services as more specifically set forth in a CITY issued Purchase Order, the RFP and this Agreement.

### **5. FEE AND ORDERING MECHANISM**

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's proposed rates which are attached as **Exhibit "A"**. The rates set forth in Exhibit "A" shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's rates in Exhibit "A", the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve changes in the CONTRACTOR's rates based on the recommendation of the City's Public Works Director or designee

5.2 Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of specific services) under this Agreement will be by a CITY issued Purchase Order(s); however, the terms and conditions stated in a CITY issued Purchase Order(s) shall not apply. CONTRACTOR shall not provide services under this Agreement without a CITY issued Purchase Order specifically for the stated services requested. Each Purchase Order shall be approved in accordance to the CITY's procurement code and policy. CONTRACTOR shall provide the amount of requested goods and services listed in each CITY issued Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement will be set in each CITY issued Purchase Order and no additional costs shall be authorized without prior written approval from the CITY.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **9. COPIES OF DATA/DOCUMENTS**

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **10. OWNERSHIP**

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **13. INSURANCE**

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the

CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", on a primary, non-contributing basis and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

#### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

#### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued,

nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"** (the Contractor's rates); any CITY issued Purchase Orders; and, the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any CITY issued Purchase Order(s) and the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **19. OF TRIAL BY JURY**

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in all respects under this Agreement.

## **22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

RMJ Maintenance Corp  
187 Duke Dr  
Lake Worth Beach, Fl. 33460

## **23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and

failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

## **26. LIMITATIONS OF LIABILITY**

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

## **27. PUBLIC ENTITY CRIMES**

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.



## **29. PALM BEACH COUNTY INSPECTOR GENERAL**

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **30. ENFORCEMENT COSTS**

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

## **31. PUBLIC RECORDS**

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), OR BY MAIL AT CITY**

**OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE  
HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**32. COPYRIGHTS AND/OR PATENT RIGHTS**

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

**34. FEDERAL AND STATE TAX**

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

**35. PROTECTION OF PROPERTY**

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

**36. DAMAGE TO PERSONS OR PROPERTY**

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

**37. SAFETY: ACCIDENT PREVENTION.**

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and

the safety of the public and to protect property in connection with the performance of the work covered by the contract.

37.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

### **38. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

38.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604 ), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

### **39. SCRUTINIZED COMPANIES**

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### **40. E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

40.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

40.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

40.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

40.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

40.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,

40.6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

#### **41. SURVIVABILITY**

41.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (General Facility Maintenance Services for the City's Buildings and Parks) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

**RMJ Maintenance Corp.**



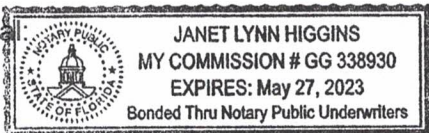
By: \_\_\_\_\_  
Print Name: Julio Oliveros  
Title: President / owner.

STATE OF Florida )  
COUNTY OF Palm Bch )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 4th day of January 2022, by Julio Oliveros, as the President / owner [title] of RMJ Maintenance Corp., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal



**Exhibit A**

**CONTRACTOR'S RATES PROPOSAL**

RFP # 22-201

GENERAL FACILITY MAINTENANCE SERVICES for CITY BUILDINGS and PARKS

**RATE SCHEDULE**

Item No	LABOR TYPE	HOURLY RATE
1	Supervisor / Manager	\$ 30.00
2	Foreman	\$ 28.00
3	Skilled Laborer	\$ 20.00
4	Unskilled Laborer	\$ 17.00
5	Carpenter	\$ 30.00
6	Painter	\$ 20.00
7	Masonry Worker	\$ 25.00
8	Paver Brick Installer	\$ 30.00
9	Fence Installer	\$ 25.00

Item No	SUBCONTRACTOR TYPE	% MARK UP OVER COST
10	Plumbing	22 %
11	Roofing	22 %
12	Fencing	22 %
13	Electrical	22 %

Item No	MATERIALS	% MARK UP OVER COST
14	Construction Materials	18 %

Item No	EQUIPMENT	HOURLY RATE
15	Pickup Truck (Under 1 Ton)	\$ 17.00
16	Pickup Truck (Over 1 Ton)	\$ 24.00
17	Dump Truck	\$ 80.00
18	Aerial Lift (50' Or Less)	\$ 35.00
19	Gas Chop Saw	\$ 10.00
20	Plate Compactor	\$ 10.00
21	Pressure Cleaner	\$ 10.00
22	Generator	\$ 10.00
23	Skid Steer	\$ 30.00
24	Forklift	\$ 80.00

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 1, 2022

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 10-2022 – approving the FUSION Mini-Project Grant Memorandum of Understanding with PBSO

**SUMMARY:**

This resolution approves and authorizes the Mayor to execute the Memorandum of Understanding between the City and the Palm Beach Sheriff's Office setting forth the terms and conditions for an award in the amount of \$15,000 in funding assistance under the FUSION Mini Project grant program. These funds will be used to support the City's Recreation Division programs and activities to be conducted in the south end of the City.

**BACKGROUND AND JUSTIFICATION:**

Resolution No. 10-2022 approves and authorizes the Mayor to execute the Memorandum of Understanding ("MOU") between the Palm Beach Sheriff's Office ("PBSO") and the City for \$15,000 in grant funding under its FUSION Mini-Project grant program. PBSO is making funding from its Bureau of Justice Assistance Grant award 2018-BX-BJ-0004 available to address crime and quality of life determinants in the City of Lake Worth Beach. As part of the overall project plan, these funds have been allocated to support community projects created by members of the FUSION Project-Leadership Council.

The MOU sets forth the terms and conditions for the use of these grant funds. The approved scope of work includes various outreach programs geared primarily towards youth and families that reside in the south end of the City. There will be monthly events, programs and activities offered at Howard Park, the Osborne Community Center and Norman Wimbley Gymnasium that include, but are not limited to, Youth Field Day, Splash Day, Movie in the Park, Club Cre8, Let's Move, Archery Tag and Family Game Night.

The City Attorney is working with PBSO on the attached agreement. If approved, the finalized agreement will be subject to City Attorney approval.

**MOTION:**

Move to approve/disapprove Resolution No. 10-2022 to approve and authorize the Mayor to execute the Memorandum of Understanding between the Palm Beach Sheriff's Office and the City setting forth the terms and conditions for the use of \$15,000 in funding assistance under the FUSION Mini-Project grant program to support the City's community outreach program to be conducted in the south end of the City.

**ATTACHMENT(S):**

Fiscal Impact Analysis



Resolution 10-2022  
 Memorandum of Understanding

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	15,000	0	0	0	0
External Revenues	15,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-8061-572.52-25	Operating Supplies/Recreation Programs	TBD	\$72,900	\$61,035		\$15,000	\$46,035
180-0000-331.70-00	Federal Grants/Culture/Recreation		\$22,834	(\$88,955)		(\$15,000)	(\$103,955)

\*NOTE\* The brackets around the revenues the amount of revenues collected that exceed the budgeted value.

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RESOLUTION NO. 10-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, TO APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PALM BEACH SHERIFF'S OFFICE AND THE CITY FOR \$15,000 IN FUNDING UNDER THE FUSION MINI-PROJECT GRANT PROGRAM TO SUPPORT RECREATION PROGRAMS IN THE CITY'S SOUTH END; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Palm Beach Sheriff's Office ("PBSO") has been awarded funding under grant award 2018-BX-BJ-0004 by the Bureau of Justice Assistance; and

WHEREAS, the FUSION Project ("Project") was created from this grant award to provide funding to address crime and quality of life determinants in the City of Lake Worth Beach; and

WHEREAS, as part of the overall Project plan, grant funds have been allocated to support mini-projects created and implemented by members of the FUSION Project-Leadership Council ("Council") that invest in youth by supporting behavioral health and recreational resources; and

WHEREAS, the City of Lake Worth Beach ("City") is a member of the Council and is thereby eligible to submit a proposal for funding assistance under the Program; and

WHEREAS, the City's proposal requesting \$15,000 in funding under the Project to implement recreational programs and activities for youth and their families residing in the southern end of the City has been approved by PBSO; and

WHEREAS, PBSO has prepared a Memorandum of Understanding that sets forth the terms and conditions for the use of this grant funding; and

WHEREAS, the City and PBSO desire to enter into this Memorandum of Understanding for this valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH BEACH, FLORIDA, that:

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby approves and authorizes the Mayor to execute the Memorandum of Understanding between the City and the Palm Beach Sheriff's Office that sets forth the terms and conditions for the use of \$15,000 in funding assistance under the FUSION Mini-Project grant program to implement recreational programs and activities for youth and their families residing in neighborhoods in the southern end of the City.

47 SECTION 2: Upon execution of the resolution, one copy shall be forwarded to the Leisure  
48 Services Department Director. The fully executed original shall be maintained by the City  
49 Clerk as a public record of the City.

50  
51 SECTION 3: This resolution shall become effective upon adoption.  
52

53 The passage of this resolution was moved by Commissioner \_\_\_\_\_,  
54 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote  
55 was as follows:

56 Mayor Betty Resch  
57 Vice Mayor Herman Robinson  
58 Commissioner Sarah Malega  
59 Commissioner Christopher McVoy  
60 Commissioner Kimberly Stokes

61  
62 The Mayor thereupon declared this resolution duly passed and adopted on the  
63 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

64 LAKE WORTH BEACH CITY COMMISSION

65  
66  
67 By: \_\_\_\_\_  
68 Betty Resch, Mayor  
69

70 ATTEST:

71  
72  
73 \_\_\_\_\_  
74 Melissa Ann Coyne, City Clerk

# MEMORANDUM OF UNDERSTANDING

SHERIFF RIC L. BRADSHAW

AND

## CITY OF LAKE WORTH BEACH

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, and has been jointly prepared by and between RIC L. BRADSHAW, in his official capacity as Sheriff of Palm Beach County (hereinafter the "**SHERIFF**") and City of Lake Worth Beach (hereinafter "**CITY**"), and sets forth the parties' understanding of the respective duties and obligations concerning the implementation of the City of Lake Worth Beach Community Based Crime Reduction (CBCR) Grant Funded by the United States Department of Justice (DOJ).

**WHEREAS**, the **SHERIFF** is a constitutional officer of the State of Florida, whose offices are at 3228 Gun Club Road, West Palm Beach, Palm Beach County, Florida, and desires to enter into this Agreement with **CITY**; and

**WHEREAS**, the **SHERIFF** is the recipient of a grant award from the Department of Justice (DOJ), contract number 2018-BJ-BX-0004, in the amount of One Million Dollars (\$1,000,000.00) for the period of October 1, 2018, through September 30, 2022; and

**WHEREAS**, **CITY** will partner with the **SHERIFF** to implement the City of Lake Worth South End Community-Based Crime Reduction Strategy.

**WHEREAS**, **CITY** will receive funds not to exceed Fifteen Thousand Dollars (\$15,000.00) to provide community outreach and youth engagement associated with the City of Lake Worth South End Community-Based Crime Reduction Strategy.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the **SHERIFF** and **CITY**, as follows:

### SECTION 1: NATURE OF SERVICES:

1. **CITY** shall provide such services as set forth in Attachment A & B, incorporated herein by reference.

### SECTION 2: MANNER OF PERFORMANCE OF DUTIES:

1. **CITY** agrees to perform its duties and obligations in accordance with any and all applicable federal and state laws and regulations, including standards of professional ethics, during the term of this Agreement.
2. **CITY** agrees to comply with all applicable special conditions set forth in Attachment C, including compliance with desktop monitoring reviews and/or on-site monitoring visits
3. If, in the sole discretion of the **SHERIFF**, if **CITY** fails to diligently, faithfully or in the highest professional, ethical manner provide the requested services, the **SHERIFF** may communicate the

problem to **CITY** orally or in writing. If, following said notice, **CITY** fails to remedy the problem to the **SHERIFF's** satisfaction, the **SHERIFF** may immediately terminate this Agreement without further notice and without penalty.

### **SECTION 3: INDEPENDENT CONTRACTOR:**

1. **CITY**, in performing services under this Agreement by and through its employees, agents, officers, representatives, or any individuals utilized to fulfill the terms and conditions of this Agreement, agrees that it will perform as an independent contractor. As such, **CITY** agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the **SHERIFF**. **CITY** further understands that its employees, agents, officers, representatives, or any individuals utilized by **CITY** to fulfill the terms and conditions of this Agreement, are not eligible to receive any pension, insurance, medical or other benefits from the **SHERIFF** during this contractual relationship.
2. The **SHERIFF** shall not be liable for compensation, contribution, or indemnity to **CITY**, for any injury or illness, of any kind whatsoever to its employees, agents, officers, representatives or any individuals utilized by **CITY**, arising out of the performance of the services contracted for herein to the extent such injury or illness is covered by the workers' compensation insurance maintained by **CITY**.

### **SECTION 4: INSURANCE:**

1. **CITY** agrees to provide a Certificate of Coverage for: Comprehensive General Liability Insurance in an amount of One Million Dollars (\$1,000,000), and Worker's Compensation Insurance with the statutory limit of not less than \$500,000 for each occurrence, naming the **SHERIFF** as an additional insured. Confirmation of this shall appear on all Certificates of Insurance and on any and all applicable policies. Said Certificates of Insurance are fully incorporated herein by reference and shall be provided to the **SHERIFF** upon execution of this Agreement.

In the event that any coverage is terminated, canceled, or modified for any reason, the **SHERIFF** shall be given immediate written and verbal notice. Cancellation of any of the above referenced insurance coverages shall be grounds for immediate termination of this Agreement by the **SHERIFF**.

### **SECTION 5: COMPENSATION:**

1. **CITY** agrees to provide any and all services as herein described in Section 1 of the Agreement.
2. **CITY** shall submit a billing invoice upon completion of each deliverable provided as defined in Attachment A, and the **SHERIFF** shall pay said invoices within twenty-one (21) days of receipt, provided all supporting documentation is accurate and accounted for. The final invoice must be submitted by September 15th, 2022 or payment may be forfeited.

### **SECTION 6: TERM:**

1. The term of this Agreement shall commence upon execution by **CITY** and the **SHERIFF** and terminate on August 31, 2022, unless otherwise extended upon written agreement of each party.
2. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice.

#### **SECTION 7: RECORDS AND CONFIDENTIALITY:**

1. **CITY** agrees to hold all information inspected, reviewed, examined, or received from the Palm Beach County Sheriff's Office during the performance of services in trust or confidence and agrees that it shall be used only in accordance with this Agreement and not for any other purpose. This section does not apply to information that became known to CITY from a source other than the SHERIFF, to information that is publicly available, or where disclosure of such information is required by law. It is expressly understood and agreed the obligations set forth in this section shall survive termination of this Agreement.
2. **CITY** will maintain a record of all services provided and work performed under this Agreement for a period of five (5) fiscal years after completion of all work performed. CITY understands that such records may be a public record, and may include information subject to an exemption under Chapter 119, Florida Statutes. As such, CITY will notify the Sheriff in the event that a request for these records is received and/or assist the SHERIFF in responding to any relative public records requests.

#### **SECTION 8: INDEMNIFICATION:**

1. **CITY** shall indemnify and hold harmless the **SHERIFF**, its employees, agents and servants, from any liability arising from any and all claims or causes of actions, including without limitation, all damages, judgments, costs and attorney's fees related to such claims, against the **SHERIFF**, its employees, agents and servants, as a result of the acts, omissions or negligence of **CITY**, or as a result of any injury to its employees, agents, officers, representatives or any individuals utilized by **CITY where such injury is covered by the workers' compensation insurance maintained by CITY**, in performing the services as provided in this Agreement.

#### **SECTION 9: LAW AND VENUE:**

1. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Florida. Any legal action arising from any breach of this Agreement shall be brought in the State of Florida, with venue in Palm Beach County, the Fifteenth Judicial Circuit.
2. If either party initiates legal action as a result of a breach of this Agreement, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs.

#### **SECTION 10: SEVERABILITY:**

1. If any term or provision of this Agreement shall be found to be illegal or unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

**SECTION 11: SUBCONTRACTING OR ASSIGNMENT:**

1. **CITY** shall not subcontract, assign, or delegate any portions of the work, obligations, or duties under this Agreement without the prior written approval of the **SHERIFF**.

**SECTION 12: ENTIRE AGREEMENT:**

1. This Agreement states the entire Agreement between the parties hereto with respect to the work to be performed hereunder. No amendment or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

**SECTION 13: NOTICES:**

1. Any written notice given pursuant to the terms of this Agreement shall be sent by Certified Mail, Return Receipt Requested, as set forth below:

As to the **SHERIFF**:

RIC L. Bradshaw, SHERIFF  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

- and -

Department of Legal Affairs  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

As to **CITY**:

Betty Resch  
Mayor  
7 N Dixie Hwy  
Lake Worth Beach, FL 33460

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the day and year in which all signatures are affixed.

RIC L. BRADHSAW, in his  
Official Capacity as Sheriff of

Palm Beach County, Florida

By: \_\_\_\_\_  
RIC L. BRADSHAW, SHERIFF or  
his designee  
DUNS# 18-280-9921

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

CITY

By: \_\_\_\_\_  
Betty Resch  
Mayor

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

DUNS #: \_\_\_\_\_



## **ATTACHMENT A**

# **Attachment A**

## **CITY OF LAKE WORTH BEACH**

### **SCOPE OF SERVICE**

#### **I. Project Background and Description:**

The Palm Beach County Sheriff's Office (PBSO) was awarded funding through the Department of Justice (DOJ), Office of Justice Programs (OJP), FY2018 Innovations in Community-Based Crime Reduction Program (CBCR). The CBCR focusses on high crime communities with concentrated distress and hot spots of crime. The goals of the CBCR are to reduce crime, increase mutual trust, and improve community safety as part of a comprehensive strategy to rebuild neighborhoods and spur revitalization; CBCR Programs employ data driven, cross sector strategies to accomplish these goal. The Palm Beach County Sheriff's Office has identified the City of Lake Worth's South End Area as a high crime community with concentrated distress and hot spots of crime wherein this project will be implemented through a collaborative, multi-pronged, comprehensive strategy (Strategy).

Specifically, our Strategy includes: development of a multi-disciplinary South End Leadership Council (Council); implementation of a data collection and evaluation plan which will inform Strategy decision making; engagement of community members and community education; implementation of a comprehensive, evidence based law enforcement strategy; and provision of an array of services to meet the critical needs of persons living within the South End Community.

To accomplish our strategic plan, the PBSO desires to enter into an agreement with the CITY OF LAKE WORTH BEACH (CITY) to provide monthly events, programs and activities geared towards strengthening the neighborhood community foundation by facilitating more opportunities to provide inclusive recreation events, programs, and activities with the goal of improving the quality of life for residents. Programs may include, but are not limited to Youth Field Day, Splash Day, Movie in the Park, Club Crea8, Let's Move, Archery Tag and Family Game night.

#### **II. Scope of Services:**

This Scope of Services describes how the City of Lake Worth Beach will partner with the Palm Beach County Sheriff's Office (PBSO) to execute the City of Lake Worth-South End Community-Based Crime Reduction Strategy and likewise participate in meeting the grants' goals and objectives.

#### **CITY shall:**

1. Provide monthly events, programs, and activities geared towards strengthening the neighborhood community foundation for local residents living in the City of Lake Worth-South End Community-Based Crime Reduction project area;
2. Communicate with Project Director, Project Coordinator and/or Designee regarding project activities and any related challenges or barriers to implementation;
3. Incorporate evaluation plan to include meeting with Barry University project evaluator to establish an evaluation framework, collecting data outlined in evaluation plan, submitting monthly reports and a final project report based on evaluation plan and data collection tool.
  - Monthly reports due 10<sup>th</sup> day of following month;
  - Final report due September 20<sup>th</sup>, 2022

**Attachment A**  
**CITY OF LAKE WORTH BEACH**  
**SCOPE OF SERVICE**

**III. Reimbursement/Invoicing:**

The CITY will invoice PBSO on a monthly basis with supporting documentation (e.g. invoices, cancelled checks, etc.).  
Reimbursable grant expenses include:

- 1.Event, program, activity related supplies & materials
- 2.Entertainment costs
3. Promotional expenses
- 4.Prizes/Awards for events
- 5.Items/Services as detailed in grant application

\*Food & Beverage purchases are not reimbursable

Total Cost=\$15,000

## **ATTACHMENT B**

**FUSION PROJECT  
Mini-Project Application**

The FUSION Project (Project) was created through funding provided by the Department of Justice, Grant Award# 2018-BX-BJ-0004, to address crime and quality of life determinants in the City of Lake Worth Beach. As part of the overall project plan, funds have been allocated to support community projects created and implemented by members of the FUSION Project-Leadership Council.

Funding will specifically support projects in the following categories:

**Youth Prevention & Intervention**

- Projects that invest in youth
- Resources for youth
- Increasing sports and recreational resources & opportunities
- Supporting youth education, staying in school, increasing graduation rates
- Supporting behavioral health

**Community Assistance & Outreach**

- Projects that invest in the community and community members
- Resources for community members
- Increasing access/supporting services which support quality of life (e.g. education, employment, behavioral health, etc.)

**Maximum funding Amount: \$15,000**

**Project Period: November 1, 2021-June 30, 2022**

**Eligibility:**

- Member of Leadership Council
- Non-Profit Organization
- Project must be located in the City of LW Beach, Designated Grant Area
- Services must benefit community members of Designated Grant Area

**Application Process:**

1. Complete Application
2. Attach the following documents:
  - Sunbiz Certificate of Status
  - IRS Form 501(C)(3)
  - IRS Form W-9
3. Submit entire Application & Documents to Esther Mendoza at [mendozae@pbsso.org](mailto:mendozae@pbsso.org)
- 4. Application DEADLINE is Thursday, September 30<sup>th</sup>, at 5PM**

**Project Selection Process**

1. Applications will be reviewed by Selection Committee
2. Selection will be made based on contents of Application/Project Plan.
3. Notification of potential award will be provided in mid-October.
  - a. Once notified, agencies will be required to complete additional paperwork for the Palm Beach County Sheriff's Office to become an approved vendor.

**Project Implementation & Reporting**

- PBSO will enter into Memorandum of Understanding(MOU) with selected agencies
- Projects will commence as early as November 1<sup>st</sup> -following completed vendor application/approval & full execution of MOU

**Financial Reimbursement**

- Funding is provided on a reimbursement basis
- Invoices for items included in Project budget and request for reimbursement form must be submitted to Esther Mendoza at [mendozae@pbsso.org](mailto:mendozae@pbsso.org)
- Following review of invoice and approval, payment will be issued by the Palm Beach County Sheriff's Office

**Project Reporting**

- Progress reports will be provided on a quarterly basis and at the conclusion of the Project
- Progress reports will provide an update regarding activities completed during project period and planned activities for next project period (if applicable)
- Progress reports will also include (if applicable) any performance measures included in Application

**FUNDING CATEGORY** (Place an "X" to the left of one program area for which you intend to Apply):

<input checked="" type="checkbox"/>	<b>1. Youth Prevention &amp; Intervention</b>
<input type="checkbox"/>	<b>2. Community Assistance &amp; Outreach</b>

**Applicant Agency Information**

Applicant Agency Legal Name (as listed in Sunbiz): City of Lake Worth Beach

Program Title:	South End Recreation Programs and Outreach	
Main Administrative Address:	7 North Dixie Highway	
City & State, Zip Code:	Lake Worth Beach, FL 33460	
Telephone Number:	561.586.1600	
Website:	www.lakeworthbeachfl.gov	
CEO/Executive Director:	Betty Resch, Mayor	
Office Phone Number:	561.586.1730	E-mail Address: bresch@lakeworthbeachfl.gov

Name/ Title of Program Contact:	Lauren Bennett, Leisure Services Department Director	
Cell Phone: 561.628.9312	Email: lbennett@lakeworthbeachfl.gov	
Primary Program Activity Location:	Howard Park, Osborne Community Center and Norman Wimbley Gymnasium	
City, State, Zip Code:	Lake Worth Beach, FL	
Program Performance Period:	(Date) November 1, 2021 To June 30, 2022	

**Organization’s Background:** Provide a concise description of the Applicant Agency.

The City of Lake Worth Beach is a Municipality duly organized and existing by virtue of the laws of the State of Florida. Its Leisure Services Department includes the Recreation Division that provides general management, oversight and coordination of the various recreational programs and activities that the City conducts at its parks and public facilities.

**PROGRAM INFORMATION**

- 1. Program Summary** (6-10 sentences): Provide an overview of proposed Project include who, what, where, why, and when. Include the number of clients to be served, services provided, etc.

**South End Recreation Outreach**

**Who:** The goal of the City’s recreation outreach program is geared primarily towards youth and families that reside in the South End community of the City of Lake Worth Beach. The residents of this community are comprised largely of African American, Hispanic and Haitian heritage.

**Why:** This community consists primarily of low-income families and is situated in the City’s CDBG Target Area which has a low/mod population of approximately 78.9%. Many residents in the past have not been able to participate in such events, programs or activities due to various circumstances, including the inability to pay, lack of funds, transportation challenged, etc.

**Where:** These programs and activities are offered for residents of the target community that live near or within walking distance of our South End public facilities, which include Howard Park Osborne Community Center and Norman Wimbley Gymnasium. These facilities are all located on Wingfield Street.

**What:** There will be monthly events, programs and activities geared towards strengthening the neighborhood community foundation by facilitating more opportunities to provide inclusive recreation events, programs, activities with the goal of improving the quality of life for residents. Programs will include, ,but not be limited to Youth Field Day, Splash Day, Movie in the Park, Club Crea8, Let’s Move, Archery Tag and Family Game night.

**PROJECT BUDGET** Project budget should ONLY include costs related to your funding request.

**Maximum Available Funding \$15,000**

Project Line Item Budget	Calculation	Total Amount
<b>Project Expenses</b>		
Personnel Costs/Salaries	\$	
Fringe Benefits	\$	
Travel	\$	
Equipment	\$	
Supplies	\$ 500 (10 events)	\$ 5,000.00
Printing and Copying	\$	
Other (specify)Promotion	\$ 300 (10 events)	\$ 3,000.00
Other: Prizes/Awards	\$ 150 (10 events)	\$ 1,500.00
Other: Entertainment	\$ 550 (10 events) – e.g. DJ, bounce house, etc	\$ 5,500.00
<b>Total REQUEST:</b>		<b>\$15,000.00</b>

**BUDGET NARRATIVE** Provide a detailed narrative explanation of what the budget will include and its relevance to the project

The budget will be utilized on promotional efforts (banners, flyers), event and program supplies, prizes and entertainment. Normally the City would have to incur these expenses and would therefore have to charge for the event so as to remain fiscally responsible and not operate all these programs, events and activities at a loss. If funded this would allow us to offer many of these programs to the public for free, which in turn would attract more participants.

**EVALUATION** Describe how you will track & measure success

We will utilize attendance as our primary means of tracking and measuring the success of these events.

## SIGNATURE/CERTIFICATION

**CERTIFICATION AND ASSURANCES** (Please initial next to each in **blue ink**. By initialing and signing this application for funding the applicant agrees to comply with the following terms and conditions if awarded Funding.

### PERIOD OF PERFORMANCE

**Initial** BSW APPLICANT shall commence services as soon as practical and reasonable under the circumstances on or after November 1, 2021. All program activities must be completed by June 30, 2022.

### REPORTS AND DELIVERABLES

**Initial** BSW APPLICANT will keep clear and accurate records throughout the Project period so that the progress of the services rendered may be readily evaluated by PBSO at mutually agreed upon times.

**Initial** BSW APPLICANT will provide PBSO with a **quarterly project report** which shall include the current Project status by APPLICANT in completing/servicing the Project, expenditure of funds, in addition to such other pertinent information as requested by PBSO on the report form provided by PBSO no later than **fifteen (15) days** of the end of each quarter. (Nov-Dec period; reported by Jan 15; Jan-Mar period; reported by Apr 15; Apr-Jun period; reported by Jul 15)

**Initial** BSW A **final report** of activities and expenditures documented by receipts or other financial proof of expenditure of the Project shall be submitted by APPLICANT on the report form to PBSO no later than **thirty (30) days** of the end of the Project period.

### SPECIAL PROVISIONS

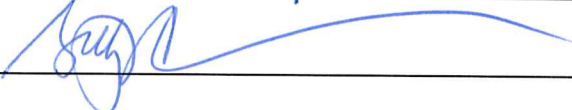
All services should be provided exclusively for the City of Lake Worth Beach, Grant Funded Area community.

**Initial** BSW Failure to spend grant funds in accordance with the approved project budget will result in return of funds to PBSO.

**Initial** BSW Failure of the APPLICANT to comply with sub-recipient monitoring will result in immediate return of funds.

## OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT AGENCY TO APPLICATION:

Name/Position: BETTY RESCH / MAYOR

Signature:  Date: 9/29/21



## **Attachments**

Attachment A -- Sunbiz Certificate of Status

Attachment B -- IRS Form 501(C)(3)

Attachment C -- IRS Form W-9

Attachment D -- Program Location Letter

**ATTACHMENT A**

**SUNBIZ CERTIFICATE OF STATUS**

**Not Applicable**

**ATTACHMENT B**

**IRS FORM 501(C)(3)**

**Not Applicable**

**ATTACHMENT C**

**IRS FORM W-9**

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CITY OF LAKE WORTH BEACH**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ **MUNICIPAL GOVERNMENT**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.; see instructions).  
**7 N DIXIE HIGHWAY**

**6** City, state, and ZIP code  
**LAKE WORTH BEACH, FL 33460**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

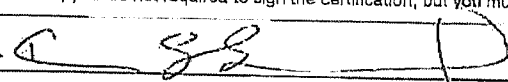
Social security number								
OR								
Employer identification number								
5	9	-	6	0	0	0	3	5
8								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶     Date ▶ **03/04/2020**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**ATTACHMENT D**

**PROGRAM LOCATION LETTER**



OFFICE OF THE CITY MANAGER  
7 NORTH DIXIE HIGHWAY  
LAKE WORTH BEACH, FL 33460

September 29, 2021

Palm Beach Sheriff's Office  
District 14  
FUSION Project  
120 North G Street  
Lake Worth Beach, FL 33460

RE: Program Location

Dear Sir/Madam:

Please be advised that the City of Lake Worth Beach will be responsible for general oversight, management and coordination of the proposed FUSION Mini-Recreation Programs for the City's south end neighborhoods. These proposed programs, events and activities will be conducted at the Osborne Community Center, Howard Park and the Norman Wimbley Gymnasium located in the southern end of the City on Wingfield Street. The City's Leisure Services Department will be responsible for conducting these programs.

Should you have any questions or require additional information, please do not hesitate to contact Jerry Kelly, Grants Analyst, at 561.586.1689. The City will respond to such requests in a timely manner. Thank you for your assistance and cooperation.

Sincerely,

A handwritten signature in blue ink that reads "J. Kelly".

Jerry Kelly  
Grants Analyst

## **ATTACHMENT C**



ATTACHMENT C-DOJ GRANT AWARD DOCUMENT



U.S. Department of Justice  
Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

Sheriff Ric L. Bradshaw  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406-3001

Dear Sheriff Bradshaw:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Innovations in Community-Based Crime Reduction Program in the amount of \$1,000,000 for Palm Beach County Sheriff's Office.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Matt Dummermuth".

Matt Dummermuth  
Principal Deputy Assistant Attorney General

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)

Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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### OCR Letter to All Recipients

October 1, 2018

Sheriff Ric L. Bradshaw  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406-3001

Dear Sheriff Bradshaw:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

#### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

#### Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

### **Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion**

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEO Requirement**

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



U.S. Department of Justice  
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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, FL 33406-3001		4. AWARD NUMBER: 2018-BJ-BX-0004	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2021	
2a. GRANTEE IRS/VENDOR NO. 596000786		6. AWARD DATE 10/01/2018	7. ACTION Initial
2b. GRANTEE DUNS NO. 182809921		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 18 CBCR Project		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 1,000,000	
		11. TOTAL AWARD \$ 1,000,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - Community-Based Crime Reduction Award) Public Law 115-141, 132 Stat. 348, 422; title I of Public Law 90-351 (generally codified at 34 USC ch. 101); 28 USC 530C(a)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.817 - Byrne Criminal Justice Innovation Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ric L. Bradshaw Sheriff	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 11/7/18
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B BJ 80 00 00 1000000		21. TBJUGT1557	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.





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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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*SPECIAL CONDITIONS*

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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*SPECIAL CONDITIONS*

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-BJ-BX-0004 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

29. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

*ACB*



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*SPECIAL CONDITIONS*

30. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

31. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

33. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

*PCB*



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34. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

36. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

*ACB*



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*SPECIAL CONDITIONS*

38. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000 for the sole purpose of submitting additional information to BJA to obtain budget approval; working with the BJA TTA provider to conduct a needs assessment; securing a project coordinator; participating in BJA and TTA provider orientation and training webinars; formalizing and meeting with cross-sector management teams; developing or revising MOUs and MOAs; negotiating contract/scope of work with research partner and other subcontractors; identifying primary data sources and beginning data exchanges; and, developing "early action" projects. The grantee is not authorized to incur any additional obligations, or expenditures or drawdowns until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

40. Recipient understands and agrees to report on the use and status of real property acquired, constructed, or improved under this award, throughout the useful life of the property or until the federal interest in the property ceases, whichever is shorter. Recipient further agrees to provide the required use and status reports on federal Standard Form 429, or by other reasonable method as directed by OJP, in conformance with 2 C.F.R. 200.329.

41. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

42. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

43. The recipient may not obligate, expend, or draw down more than \$150,000 under this award until: (1) the recipient submits a comprehensive implementation plan; (2) BJA approves the implementation plan and determines that the recipient has satisfactorily completed the Planning Phase; and (3) a Grant Adjustment Notice (GAN) has been issued to remove this condition.





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44. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

- (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
- (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

45. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

46. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



**U.S. Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for Palm Beach County Sheriff's Office

The Innovations in Community-Based Crime Reduction Program (CBCR) will target hot spots of crime where a significant proportion of crime occurs as compared to the overall jurisdiction. CBCR furthers the Department's mission by leading efforts to enhance the capacity of local and tribal communities to effectively target and address significant crime issues through collaborative cross-sector approaches that help advance broader neighborhood development goals. Awards under this program will focus on funding Planning and Implementation efforts.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice  
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## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

PROJECT NUMBER  
2018-BJ-BX-0004

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This project is supported under FY18(BJA - Community-Based Crime Reduction Award) Public Law 115-141, 132 Stat. 348, 422; title I of Public Law 90-351 (generally codified at 34 USC ch. 101); 28 USC 530C(a)

1. STAFF CONTACT (Name & telephone number)

Linda Hill-Franklin  
(202) 514-0712

2. PROJECT DIRECTOR (Name, address & telephone number)

Gena Rowlands  
Planner  
3228 Gun Club Road  
West Palm Beach, FL 33406  
(561) 523-0484

3a. TITLE OF THE PROGRAM

BJA FY 18 Innovations in Community-Based Crime Reduction Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 18 CBCR Project

5. NAME & ADDRESS OF GRANTEE

Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406-3001

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 1,000,000

10. DATE OF AWARD

10/01/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Innovations in Community-Based Crime Reduction Program (CBCR) is part of the Project Safe Neighborhoods suite of programs, which is focused on reducing violent crime. This program supports local and tribal communities to effectively target and address violent crime issues in distressed, high-crime neighborhoods through coordinated cross-sector approaches that are linked with broader neighborhood revitalization efforts.

The goal of CBCR is to reduce crime, increase trust, and improve community safety as part of a comprehensive strategy to rebuild and revitalize neighborhoods. Through a broad cross-sector partnership team, including neighborhood residents, CBCR grantees target neighborhoods with hot spots of violent and serious crime and employ data-driven, cross-sector strategies to accomplish this goal.

The grant recipient will use the Planning and Implementation funds to: develop and complete a strategic, collaborative, and community-oriented plan to reduce

crime in a target neighborhood and then begin implementation of the plan during the project period. Applicants will use Planning and Implementation funds to engage in a planning phase that must last a minimum of 9 to 12 months to: identify, verify, and prioritize crime hot spots within the identified neighborhood; work with cross-sector team and law enforcement partners to develop a multi-faceted strategy, drawing on a continuum of approaches to address crime drivers; complete an early action project; pursue community partnerships and leadership that ensures the community is active in the process; build strong community engagement strategies and innovative approaches to collecting resident input and context during the planning phase; collaborate regularly with local law enforcement, a research partner/team, and the community to conduct analysis of crime drivers and an assessment of needs and available resources; and develop a comprehensive implementation plan to reduce crime that includes the analysis, methodology findings, and a plan that articulates the range of strategies that the CBCR cross sector partners plan to pursue.

Upon completion of the planning phase, applicants will engage in an implementation phase to: convene regular, ongoing meetings with cross-sector partners and the management team; share regular input/discussions with the research partner and assess program implementation; build the capacity of residents and the cross-sector management team to continue to coordinate research and maintain program assessment; implement, modify, and evaluate strategies, as appropriate; redirect program activities when ongoing analysis indicates program goals are not being met; and identify and develop a sustainability strategy for longer-term implementation of CBCR Program core principles, including the active role of neighborhood residents.

CA/NCF

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 1, 2022

**DEPARTMENT:** Water Utilities

**TITLE:**

Change Order 02 to B&B Underground Construction, Inc. for the Lift Station 12 & 14 Improvement Project.

**SUMMARY:**

Change Order 02 identifies a cost increase of \$16,528.88 and time extension of 22 days to the B&B Underground Construction on the Lift Station 12 & 14 improvement Project.

**BACKGROUND AND JUSTIFICATION:**

The City's water department owns and operates Lift Station No. 14 located on Park Street in the northern industrial park near the ballfields. Last year the water department prepared a design to rehab the lift station and extend it's life for another 20+ years.

The project was bid by B&B Underground on January 21, 2020 along with Lift Station No. 12. Funding for Lift Station No. 14 was delayed a year and the project was released to the contractor in an amendment on January 20, 2021. Material Procurement was delayed another 12 weeks and the notice to proceed date was held until materials were secured. During the delay the construction materials saw a cost escalation of \$1,102.24. During construction of the lift station a modification of the mounting brackets was needed to connect the effluent piping. The additional cost for fabrication and installation of the brackets was \$15,426.64. The total cost of this change order amounts to \$16,528.88 and adds 22 days to the contract.

**MOTION:**

Move to approve/disapprove Change Order 02 to B&B Underground Construction, Inc. for the Lift Station 12 & 14 Improvement Project for \$16,528.88 and 22 contract days.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Change Order 02







WATER UTILITIES DEPARTMENT  
301 COLLEGE STREET  
LAKE WORTH BEACH, FL 33460  
**561.586.1710**

## **CHANGE ORDER**

**Project Number:** RS 1801 & LS 1801 **Contractor:** B&B Underground Construction Inc.

**Project Name:** Lift Station Nos. 12 and 14 Improvements

**Change Order Number:** 02

**Change Order Effective Date:** January 18, 2022 **Contractor Phone:** 561-249-0341

**Change Order Type:** Time and cost **Existing Purchase Order Number:** 182596

### **Description of Change:**

1. Project funding for Lift Station 14 was delayed a little over a year before being release for construction. The construction materials saw a cost escalation \$1,102.25 during that period. See attached material quotes.
2. Effluent pipe support brackets were modified during construction on Lift station 14. Additional cost for materials, fabrication and installation of \$15,426.64 and 2 contract days. See attached proposal.
3. The construction went over the contract time by 20 days. The water department and contractor agreed to in kind projects in lieu of assessing liquidating damages. The materials and labor costs for in-kind work are requested to be converted to 20 contract days.

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Price of Original Contract: \$ 570,940.00 authorized by Commission 3/19/20 Agenda Item Consent G; Amendment on January 20, 2021 added \$291,340 when funding became available.

Current Price of Contract (including Change Orders): \$ 910,523.00

Price of Current Change Order: \$ 16,528.88

New Contract Price: \$ 927,051.88

Basis of Price Change:  Unit Price  Time & Material  Lump Sum

Contract Time Change

No Change  Extended  Decreased by 22 work days

*The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER.*

*This Change Order may be executed in counterparts and is not effective until approved by either the City Manager or City Commission (as designated on the last page of this Change Order).*

Reviewed and Accepted by: Stephen Decker, P.E.  
**B&B Underground Construction, Inc.**

  
Contractor Representative (Signature) President 31 December 2021  
Title Date

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Approved by:   
Water Utilities Director Brian Shields  
Date 2022.01.03 13:19:36 -05'00'



IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 02  
to the Lift Station 12 & 14 Improvements Project on \_\_\_\_\_, 2022.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:


\_\_\_\_\_  
Melissa Coyne, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

Approved as to form financial sufficiency:

\_\_\_\_\_  
Bruce Miller, Finance Services Director





**EXHIBIT 1**

**Bid Proposal for LAKE WORTH LS 14**

<b>CUSTOMER</b>	<b>B &amp; B UNDERGROUND CONSTRUCTION</b> 4050 WEST GATE AVE. STE 10 WEST PALM BEACH, FL 33409	<b>Job</b> LAKE WORTH LS 14 Engineer: HOLTZ CONSULTING ENG. INC Bid Date: 01/20/2020 Bid #: 1194405
	<b>Sales Representative</b> Javier Rezakhani (M) 561-472-4693 (T) 561-848-4396 (F) 561-845-7267 javier.rezakhani@coreandmain.com	<b>Core &amp; Main</b> 1101 W 17th St Riviera Beach, FL 33404 (T) 561-848-4396
<b>CONTACT</b>	<p>Pressures sensors and ttransmitters by others.</p> <p>Prices are based on an order received and shipped within 30 days of bid date. FOB-Palm Beach County, FL Water &amp; sewer specifications based on the City of Lake Worth standards. This proposal reflects our best interpretation of the plans dated December 2019. Customer is responsible for confirming items and quantities at time of order.</p>	
<b>NOTES</b>		



Bid Proposal for LAKE WORTH LS 14

B & B UNDERGROUND CONSTRUCTION  
 Engineer: HOLTZ CONSULTING ENG. INC  
 Bid Date: 01/20/2020  
 Core & Main 1194405

Core & Main  
 1101 W 17th St  
 Riviera Beach, FL 33404  
 Phone: 561-848-4396  
 Fax: 561-845-7267

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.						
20			LS 14			
BID ITEM 36: 4" HDPE DISCHARGE PIPE						
50	80	0940P0411G	4 DIPS DR11 HDPE PIPE GRN GREEN STRIPE	FT	3.38	270.40
60	2	0904MJAK11DIPS	4" SDR11 DIPS MJ ADAPTER W/KIT	EA	65.70	131.40
70	10	0940M0411FA	4 4000 SDR11 DIPS FLANGE ADAPT	EA	17.10	171.00
80	10	0940BUR0411SS	4" SDR11 SS DIPS BACKING RING	EA	75.00	750.00
90	2	0940M041190	4" 4000 SDR11 DIPS PE 90 MOLD	EA	25.20	50.40
100	4	24AFBNGF04NAS316	4X1/8 FLG ACC NEOPREN FF 316SS	EA	24.30	97.20
110	27	96LS400SS	LINK SEAL LS-400-SS	EA	17.10	461.70
					SUBTOTAL	1,932.10
					Average price per	FT 42.94
BID ITEM 39: 4" BYPASS ASSY						
130						
140	1	21I049M401	4 MJ 90 C153 P401 IMP	EA	131.40	131.40
150	1	25I04FP0600E	4 FLGXPE DI PIPE E/L 6' IMP	EA	209.70	209.70
160	1	24I04FCS	4 COMP FLG DI F/STL IMP	EA	18.00	18.00
170	1	NS	4" KAMLOCK 316SS MALEXMNPT	EA	51.30	51.30
180	1	9440ASCSS	KAMLOCK 4 DUST CAP SS	EA	42.30	42.30
190	2	5704F5412	4 F5412 FLG PLUG VLV WITH GEAR, HANDWHEEL	EA	550.00	1,100.00
210	1	24I049F401	4 FLG 90 C110 P401 IMP	EA	225.00	225.00
220	2	24AFBNGF04NAS316	4X1/8 FLG ACC NEOPREN FF 316SS	EA	24.30	48.60
					SUBTOTAL	1,826.30
BID ITEM 40: 4 PVC C900 FM						
240						
250	20	020418G	4 C900 DR18 PVC PIPE (G) GRN 20' PC235	FT	2.03	40.60
260	20	0104350TE	4 TJ PR350 DI PIPE E/L	FT	22.50	450.00
					SUBTOTAL	490.60
					Average price per	FT 24.53
BID ITEM 41: MJ DI FITTINGS						
280						
290	2	21I04W040M401	4 MJ WYE C153 P401 IMP	EA	280.80	561.60
300	2	21I044M401	4 MJ 45 C153 P401 IMP	EA	121.50	243.00
310			WEIGHT OF FTGS: 135 LBS			
320	1	21AMF8042004PV	4 EBAA MEGALUG C900&IPS 2004PV RED	EA	20.70	20.70
330	9	21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK	EA	17.10	153.90
340	10	21AMGB04	4 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	9.00	90.00



Bid Proposal for LAKE WORTH LS 14

Bid #: 1194405

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
<b>SUBTOTAL</b>						<b>1,069.20</b>
360			<b>BID ITEM 44: CTE WW FM</b>			
370	2	211044M401	4 MJ 45 C153 P401 IMP	EA	121.50	243.00
380	1	211045112M401	4 MJ L/P SLV C153 P401 IMP	EA	121.50	121.50
390	6	21AMF8042004PV	4 EBAA MEGALUG C900&IPS 2004PV RED	EA	20.70	124.20
400	6	21AMGB04	4 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	9.00	54.00
<b>SUBTOTAL</b>						<b>542.70</b>
420			<b>BID ITEM 49" H2O SERVICE &amp; BFP</b>			
430			<b>CONFIRM EXISTING WATER SERVICE LINE</b>			
440	100	0910E200C1B	1X100' BLUE PE TUBING CTS 200 PSI	FT	0.45	45.00
450	500	9612TWBL500	COPPERHEAD 1245B-EHS-500 #12	FT	0.27	135.00
460	1	3910C4444NL	C44-44NL 1" NO LEAD CPLG PJCTS	EA	19.80	19.80
470	1	371007BA43342WNL	BA43-342WNL 1X3/4 ANG BMV PJX MN (NO LEAD)	EA	79.20	79.20
480	1	45B12BODY	B12 CONC METER BOX BODY ONLY	EA	31.50	31.50
490	1	45LCSB12DW	B12D REINFORCED CONC LID" WATER	EA	22.50	22.50
500	1	4407C382325NL	C38-23-2.5NL 5/8X3/4 MTR CPLG NO LEAD	EA	9.00	9.00
510	20	0810H020K	1 HARD K COPPER TUBE 20'	FT	3.60	72.00
520	2	301109NL	1 BRASS 90 NO LEAD (I)	EA	5.40	10.80
530	2	3210U	1 CAST COPPER UNION CXC	EA	26.10	52.20
540	1	90010975XL2	1 WILKINS 975XL2 REDUCED NL PRESSURE BACKFLOW-NO LEAD W/BALL VALVES 1-975XL2	EA	165.60	165.60
550	2	32109	1 WROT COPPER 90 BEND CXC	EA	6.30	12.60
560	2	3210AM	1 WROT COPPER MALE ADAPTER	EA	10.80	21.60
570	2	2501US	1" UNISTRUT PIPE CLAMP	EA	3.60	7.20
580	10	96158UNISTRUTSS	1-5/8" 316SS UNISTRUT X 10'	FT	10.80	108.00
590	2	2501US	1" UNISTRUT PIPE CLAMP	EA	3.60	7.20
<b>SUBTOTAL</b>						<b>799.20</b>
610			<b>BID ITEM 50: 4" PLUG VALVE</b>			
620	2	5704F5412	4 F5412 FLG PLUG VLV WITH GEAR, HANDWHEEL	EA	550.00	1,100.00
640	4	24AFBNGF04NAS316	4X1/8 FLG ACC NEOPREN FF 316SS	EA	24.30	97.20
660	1	5704M118N	4 MJ 118 PLUG VLV W/NUT ACT 0400,FIG118,M,10,RS26,ANG	EA	383.40	383.40
670	2	21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK	EA	17.10	34.20
680	1	21AMGB04	4 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	9.00	9.00
690	1	59V461SHD	461-S HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	72.00	72.00
<b>SUBTOTAL</b>						<b>1,695.80</b>
<b>Average price per</b>					<b>EA</b>	<b>565.27</b>
710			<b>BID ITEM 51: 4" SWING CHECK VALVE</b>			
720	2	5504F5382	4 F5382 FLG W&L CHK VLV CLOW STYLE 106LW	EA	846.00	1,692.00
730	4	24AFBNGF04NAS316	4X1/8 FLG ACC NEOPREN FF 316SS	EA	24.30	97.20
<b>SUBTOTAL</b>						<b>1,789.20</b>
<b>Average price per</b>					<b>EA</b>	<b>894.60</b>



Bid Proposal for LAKE WORTH LS 14

Bid #: 1194405

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
					LS 14 SUBTOTAL	10,145.10
					Sub Total	10,145.10
					Tax	658.71
					<b>Total</b>	<b>10,803.81</b>

**Branch Terms:**

DUE TO THE VOLATILITY OF COSTS FOR PVC, HDPE, DIP & STEEL, THE PRICING ON THIS QUOTE REFLECTS CURRENT MARKET CONDITIONS AND DOES NOT INCLUDE POTENTIAL PRODUCTION, RAW MATERIAL AND TARIFF INCREASES.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:

<https://coreandmain.com/TandC/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # P302140  
Invoice Date 8/12/21  
Account # 233222  
Sales Rep JAVIER REZAKHANI  
Phone # 561-848-4396  
Branch #039 Riviera Beach, FL  
Total Amount Due \$11,906.05

22003/6802 ENTERED

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST. LOUIS, MO 63146

B & B UNDERGROUND CONSTRUCTION 000/0000  
4050 WESTGATE AVE STE 110 00000  
WEST PALM BEACH FL 33409 4732

Shipped To:  
4050 WEST GATE AVE. STE 10  
WEST PALM BEACH, FL

CUSTOMER JOB- LWLIFTS LW LIFT STATION

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 7/23/21 Date Shipped 8/11/21 Customer PO # LS 14 Job Name LW LIFT STATION Job # LWLIFTS Bill of Lading Shipped Via CORE & MAIN LP Invoice# P302140

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
0940P0411G	4 DIPS DR11 HDPE PIPE GRN GREEN STRIPE BID SEQ# 40	80	80		4.25000 FT		340.00
0904MJAK11DIPS	4" SDR11 DIPS MJ ADAPTER W/KIT BID SEQ# 50	2	2		85.00000 EA		170.00
0940M0411FA	4 4000 SDR11 DIPS FLANGE ADAPT BID SEQ# 60	10	10		21.25000 EA		212.50
0940BUR0411SS	4" SDR11 SS DIPS BACKING RING BID SEQ# 70	10	10		75.00000 EA		750.00
0940M041190	4" 4000 SDR11 DIPS PE 90 MOLD BID SEQ# 80	2	2		28.00000 EA		56.00
24AFBNGF04NAS316	4X1/8 FLG ACC NEOPREN FF 316SS BID SEQ# 90	4	4		27.00000 EA		108.00
96LS400SS	LINK SEAL LS-400-SS BID SEQ# 100	27	27		19.00000 EA		513.00
21I049M401	4 MJ 90 C153 P401 IMP BID SEQ# 130	1	1		214.00000 EA		214.00
25I04FP0600P401	4 FLGXPE DI PIPE P401 6' IMP GREEN BID SEQ# 140	1	1		560.00000 EA		560.00
24I04FCS	4 COMP FLG DI F/STL IMP BID SEQ# 150	1	1		30.00000 EA		30.00
944040FSS	CAMLOCK SS 4" PART F ADAPTER MIPTXMALE 40-F 1400640 USA 316SS BID SEQ# 160	1	1		57.00000 EA		57.00
9440ASCSS	KAMLOCK 4 DUST CAP SS BID SEQ# 170	1	1		47.00000 EA		47.00

CONTINUED... Page: 1





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CUSTOMER JOB- LWLIFTS LW LIFT STATION

-----  
 Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/23/21	8/11/21	LS 14	LW LIFT STATION	LWLIFTS		CORE & MAIN LP	P302140

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
020418G	4 PVC C900 DR18 PIPE (G) 20' GRN PC235 BID SEQ# 200	20	20		5.00000 FT	100.00	
010452TP401	4 TJ CL52 DI PIPE P401 BID SEQ# 210	20	20		42.50000 FT	850.00	
21I04W040M401	4 MJ WYE C153 P401 IMP BID SEQ# 240	2	2		372.00000 EA	744.00	
21I044M401	4 MJ 45 C153 P401 IMP BID SEQ# 250	2	2		198.00000 EA	396.00	
21AMF8042004PV	4 EBAA MEGALUG C900&IPS 2004PV RED BID SEQ# 270	1	1		35.00000 EA	35.00	
21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK BID SEQ# 280	9	9		29.00000 EA	261.00	
21AMGB04	4 MJ REGULAR ACC SET L/GLAND (LESS GLAND) BID SEQ# 290	10	10		16.00000 EA	160.00	
21I044M401	4 MJ 45 C153 P401 IMP BID SEQ# 320	2	2		198.00000 EA	396.00	
21I04S112M401	4 MJ L/P SLV C153 P401 IMP BID SEQ# 330	1	1		198.00000 EA	198.00	
21AMF8042004PV	4 EBAA MEGALUG C900&IPS 2004PV RED BID SEQ# 340	6	6		35.00000 EA	210.00	
21AMGB04	4 MJ REGULAR ACC SET L/GLAND (LESS GLAND) BID SEQ# 350	6	6		16.00000 EA	96.00	

CONTINUED... Page: 2



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 Total Amount Due \$11,906.05

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 WEST PALM BEACH FL 33409 4732

Shipped To:  
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CUSTOMER JOB- LWLIFTS LW LIFT STATION

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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/23/21	8/11/21	LS 14	LW LIFT STATION	LWLIFTS		CORE & MAIN LP	P302140

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
0910E200C1B	1X100' BLUE PE TUBING CTS 200 PSI BID SEQ# 390	100	100		.50000 FT		50.00
9612TWBL500	COPPERHEAD 1245B-EHS-500 #12 BID SEQ# 400	500	500		.35000 FT		175.00
3910C4444NL	C44-44NL 1" NO LEAD CPLG PJCTS BID SEQ# 410	1	1		22.00000 EA		22.00
371007BA43342WNL	BA43-342WNL 1X3/4 ANG BMV PJX MN (NO LEAD) BID SEQ# 420	1	1		82.00000 EA		82.00
45B12BODY	B12 CONC METER BOX BODY ONLY BID SEQ# 430	1	1		30.00000 EA		30.00
45LCSB12DW	B12D REINFORCED CONC LID"WATER BID SEQ# 440	1	1		25.00000 EA		25.00
4407C382325NL	C38-23-2.5NL 5/8X3/4 MTR CPLG NO LEAD BID SEQ# 450	1	1		10.00000 EA		10.00
30I109NL	1 BRASS 90 NO LEAD (I) BID SEQ# 470	2	2		7.00000 EA		14.00
3210U	1 CAST COPPER UNION CXC BID SEQ# 480	2	2		29.00000 EA		58.00
90010975XL2	1 WILKINS 975XL2 REDUCED NL PRESSURE BACKFLOW-NO LEAD W/BALL VALVES 1-975XL2 BID SEQ# 490	1	1		205.00000 EA		205.00
32109	1 WROT COPPER 90 BEND CXC BID SEQ# 500	2	2		4.50000 EA		9.00

CONTINUED... Page: 3



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Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/23/21	8/11/21	LS 14	LW LIFT STATION	LWLIFTS		CORE & MAIN LP	P302140

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
3210AM	1 WROT COPPER MALE ADAPTER BID SEQ# 510	2	2		7.00000	EA	14.00
5704F118HW	4 FLG 118 PLUG VLV W/HW ACT 0400, FIG118, F, 6, RS26, AGG6H6 WITH GEAR, HANDWHEEL BID SEQ# 560	2	2		620.00000	EA	1,240.00
59VLS	5-1/4 VALVE BOX LID M/SEWER BID SEQ# 580	1	1		20.00000	EA	20.00
24AFBNGF04NAS316	4X1/8 FLG ACC NEOPREN FF 316SS BID SEQ# 590	4	4		27.00000	EA	108.00
5704F118MPV	DEZURIK 118M 4 MJ PLUG VALVE BID SEQ# 610	1	1		715.00000	EA	715.00
21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE, BLACK BID SEQ# 620	2	2		29.00000	EA	58.00
21AMGB04	4 MJ REGULAR ACC SET L/GLAND (LESS GLAND) BID SEQ# 630	1	1		16.00000	EA	16.00
5504F5382	4 F5382 FLG W&L CHK VLV CLOW STYLE 106LW BID SEQ# 670	2	2		800.00000	EA	1,600.00
24AFBNGF04NAS316	4X1/8 FLG ACC NEOPREN FF 316SS BID SEQ# 680	4	4		27.00000	EA	108.00
59VBLIDHD514	STAR VBLIDHD 5-1/4" WATER LID HD FOR VALVE BOX IMP	1	1		N/C	EA	
59VB461SHDWOL35	STAR VB461SHDWO/L35 5-1/4 HD SCREW VLV BOX LESS LID IMP	1	1		80.00000	EA	80.00



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WEST PALM BEACH, FL

CUSTOMER JOB- LWLIFTS LW LIFT STATION

-----  
Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 7/23/21 Date Shipped 8/11/21 Customer PO # LS 14 Job Name LW LIFT STATION Job # LWLIFTS Bill of Lading Shipped Via CORE & MAIN LP Invoice# P302140

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			

Freight	Delivery	Handling	Restock	Misc	Subtotal:	11,142.50
\$45.00					Other:	45.00
Terms: NET 30					Tax:	718.55
Ordered By: STEPHEN					Invoice Total:	\$11,906.05

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

## EXHIBIT 2

City of Lake Worth	DESCRIPTION				
	Lift Station No. 14 Metal Brackets for Pipe Supports with Hardware & piping Flanges				
Extra Item No. 001	8/25/21				
Labor Requirements	Qty	Regular Hr	Overtime Hr	Labor Rate*	Amount
Superintendent	1.00	9.00	0.00	\$100.00	\$900.00
Foreman	1.00	18.00	0.00	\$70.00	\$1,260.00
Welder	1.00	18.00	0.00	\$51.26	\$922.68
Pipe Fitter	1.00	18.00	0.00	\$34.36	\$618.48
Laborer	4.00	18.00	0.00	\$31.18	\$2,244.96
				* Labor Rate Includes Burden	
<b>Sub Total :</b>					<b>\$5,946.12</b>
Equipment Requirements	Qty	Rate/hr	Fuel/Maintenance	Duration	Amount
John Deere 50 Mini Excavator	0.00	\$63.21	\$12.64	0.00	\$0.00
3" Pump & Hoses	0.00	\$9.75	\$1.95	0.00	\$0.00
Dump Truck	0.00	\$48.29	\$9.66	0.00	\$0.00
Misc. Tools & small equipment	1.00	\$6.44	\$1.29	18.00	\$139.10
Foreman's Transportation F-250 Pick-Up Truck	1.00	\$11.12	\$2.22	18.00	\$240.19
Superintendent's Transportation 2500 HD	1.00	\$11.12	\$2.22	9.00	\$120.10
Welding Truck	1.00	\$54.11	\$10.82	18.00	\$1,168.78
Ford Sweeper	0.00	\$23.45	\$4.69	0.00	\$0.00
					<b>\$1,668.17</b>
<small>* Rates are based on Blue Book Monthly rates divided by 176 for hourly rate</small>					
Material Requirements	Qty	Unit	Rate		Amount
Stainless Steel Hardware (nuts, Bolts, washers)	1.00	LS	\$612.13		\$612.13
Neoprene	1.00	LS	\$106.34		\$106.34
<b>Sub Total :</b>					<b>\$718.47</b>
Subcontractor Requirements	Qty	Unit	Rate		Amount
Ultimate Fabrication & Welding	1.0	LS	\$4,473.07		\$4,473.07
<b>Sub Total :</b>					<b>\$4,473.07</b>
Misc. Requirements	Qty	Unit	Rate	Duration (hrs)	Amount
Credit (SS All thread for clamps as Designed)	-2.00	Pcs	\$52.38		(\$104.76)
Credit 2x2x0.25 SS Angle	-1.00	Pcs	\$101.00		(\$101.00)
By-Pass Pump System	2.00	Day	\$250.00		\$500.00
<b>Sub Total :</b>					<b>\$294.24</b>
					<b>\$13,100.07</b>
			Increased Bond & Insurance	2.40%	\$314.40
			Overhead	15%	\$2,012.17
			<b>TOTAL DIRECT COST :</b>		<b>\$15,426.64</b>
			Contract Time Extension	Days	2.00
<b>Remarks</b>					
Create and Mount Pipe Brackets not included in Original Design.					



A Ultimate Fabrication & Welding Services, Inc.  
 3560 Investment Lane, Suite 103B  
 West Palm Beach, FL 33404  
 PH: 561-844-2377  
 www.UltimateFabandWeld.com

# Invoice

DATE	INVOICE #
8/24/2021	7516

**BILL TO:**

B & B Underground Construction, Inc.  
 4050 Westgate Ave. Suite 110  
 West Palm Beach, FL 33409

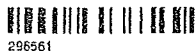
P.O. NUMBER	TERMS	PROJECT
	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Fabrication In-House - FABRICATED STEEL LISTED BELOW (2) 4" X 4" X 1/4" X 6' ANGLES (4) 3/8" X 8" X 8" PLATES WITH FOUR 3/4" HOLES (4) PIPE STRAPS OUT OF 1/4" X 4" FLAT BAR WITH TWO 1/4" X 4" X 4" PLATES (4) 1/4" X 4" X 10" PLATES WITH TWO 9/16" X 1-1/2" SLOTTED HOLES  ALL QUOTED OUT OF 316 STAINLESS STEEL. CUSTOMER TO PICK UP AND INSTALL.	4,180.45	4,180.45T
	Discretionary Sales Tax 1% of first \$5,000.00	1.00%	41.80

TERMS: NET 30 DAYS FROM INVOICE DATE. INVOICES NOT PAID IN ACCORDANCE WITH TERMS ARE SUBJECT TO A SERVICE CHARGE OF 1.5% PER MONTH, 18% PER YEAR. IN THE EVENT OF LITIGATION, IF ANY, INCLUDING APPEALS, REGARDING THIS CONTRACT THE PREVAILING PARTY SHALL RECOVER REASONABLE ATTORNEY FEES AND COSTS.

Sales Tax (6.0%) \$250.82  
**TOTAL** \$4,473.07

THE ABOVE MATERIAL WILL REMAIN THE PROPERTY OF THE SELLER UNTIL FINAL PAYMENT HAS BEEN MADE.



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 1, 2022

**DEPARTMENT:** City Attorney

**TITLE:**

Resolution No. 08-2022 – amending the City Commission’s Rules of Procedure

**SUMMARY:**

The City Commission requested to update its Rules of Procedure to change the “Electric Utility” meetings to the “Utility” meetings to include the City’s Water Utilities in said meetings.

**BACKGROUND AND JUSTIFICATION:**

The City Commission’s Rules of Procedure were initially adopted in 2004 by resolution and have been amended multiple times by subsequent resolutions with the most recent amendment in May 2021. At a recent City Commission meeting, the City Commission requested to update its Rules of Procedure to change the “Electric Utility” meetings to the “Utility” meetings to include the City’s Water Utilities in the meetings.

In reviewing the current Rules of Procedure, an update to the agenda submission deadline and agenda publishing dates is also needed based on current practice of publishing the agenda two (2) weeks prior to the Commission meeting date.

Resolution No. 08-2022 implements the aforementioned amendments to the City Commission’s Rules of Procedure. There are two others issues to consider which are highlighted on the resolution, Rule 5, numbers 3 and 6 regarding adding items to the agenda and Rule 12 regarding comment cards. The item was moved from the January 18, 2022 meeting.

**MOTION:**

Move to approve / disapprove Resolution No. 08-2022 - amending the City Commission’s Rules of Procedure.

**ATTACHMENT(S):**

Resolution No. 08-2022

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RESOLUTION NO. 08-2022 OF THE CITY OF LAKE WORTH BEACH,  
FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE  
WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS  
IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (see Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009,04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018 and 25-2021); and,

WHEREAS, the City Commission desires to amend its rules of procedure to change the City’s Electric Utility meeting to the City’s Utility meeting for the inclusion of the City’s Water Utilities in those meetings; and

WHEREAS, the City Commission also desires to update the date for agenda items to be submitted and the agenda publishing date to ensure greater public awareness and transparency of agenda items coming before the City Commission for consideration; and

WHEREAS, the City Commission finds the revisions to the City Commission’s rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

**Section 1.** The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

**Section 2.** The City Commission’s adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

RULES OF PROCEDURE  
LAKE WORTH BEACH CITY COMMISSION

**RULE 1**  
**SCHEDULING OF MEETINGS AND WORK SESSIONS**

- (1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 P.M.

If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall on the next day immediately following the holiday, beginning at 6:00 P.M.



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The City Commission may cancel not more than one regular meeting in any month.

- (2) Electric-Utility meetings of the City Commission, which shall include matters regarding the City's Electric Utility and Water Utilities, shall be held on the last Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 P.M. If an ~~Electric~~ Utility meeting date falls on a holiday or conflicts with the need for a Regular or special meeting of the City Commission, the ~~Electric-Utility~~ meeting may be re-scheduled to another date ideally during the last week of the month or the ~~Electric-Utility~~ meeting may be cancelled. ~~Electric-Utility~~ matters may be heard at regular and special meetings of the City Commission. Except as set forth herein, the ~~Electric-Utility~~ meetings shall follow the same format, procedure and have the same rules of procedure as a regular meeting of the City Commission.
  
- (3) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner<sup>1</sup> and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission. Special meetings shall be held in the Commission Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.
  
- (4) Work Sessions of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a work session. Any matter that appears likely to take more than thirty (30) minutes shall be discussed or studied at a work session prior to official action of the City Commission, unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a work session. All work sessions shall end at 10:00 P.M. At 10:00 P.M., the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. Thereafter, the meeting shall end, unless extended one hour, upon a majority consensus of the City Commission present. All meetings shall adjourn automatically at 12:00 AM.
  
- (5) "District Public Forums" may be held by the City Commission on a quarterly basis beginning in October 2021, one to be held in each district of the City on a rotating basis. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings.

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(6) All regular and special meetings shall end at 10:00 P.M. At 10:00 P.M. the City Commission shall cease further discussion on the business on the table and, upon a majority vote of the City Commission present, determine whether or not to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. Thereafter, the meeting shall end, unless extended one hour, upon a majority vote of the City Commission present. All meetings shall adjourn automatically at 12:00 AM.

Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not be waived, except where such waiver is expressly permitted in paragraph (4) of Rule 1 (regarding the 30 minute limitation on discussions), and shall only be amended by resolution.

**RULE 2  
QUORUM**

A majority of the City Commission shall constitute a quorum; a smaller number may adjourn a meeting or recess a meeting to a time certain. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the City Commission.

**RULE 3  
ABSENT MEMBER PARTICIPATION BY TELEPHONE CONFERENCE**

Up to two (2) members of the City Commission, who are physically absent due to extraordinary circumstances, may participate through electronic means in a City Commission work session or meeting and vote in a meeting if a quorum of the Commission is physically present at the meeting or work session location.

**RULE 4  
DUTIES AND RESPONSIBILITIES OF THE "CHAIR"**

- (1) The Mayor shall be the presiding officer of the City Commission, and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence or the disability of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.
- (2) The Chair shall preserve order. The Chair may call to order any member of the Commission and any member of the public who shall violate any of these rules or otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all questions of order subject to a majority vote on an appeal of the decision.
- (3) The Chair shall recognize all Commissioners who seek the floor while entitled to do so.
- (4) The Chair shall not make or second a motion.

**RULE 5  
ORDER OF BUSINESS**

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- (1) The order of business for a regular meeting shall ordinarily be:
  1. Roll Call
  2. Invocation or Moment of Silence
  3. Pledge of Allegiance
  4. Agenda-Additions/Deletions/Reordering
  5. Presentations
  6. Commission Liaison Reports and Comments
  7. Public Participation on Non-Agendaed Items and Consent Agenda
  8. Approval of Minutes
  9. Consent Agenda
  10. Public Hearings
  11. Unfinished Business
  12. New Business
  - ~~13. Lake Worth Beach Electric Utility~~
  14. City Attorney's Report
  15. City Manager's Report
  16. Upcoming meetings and work sessions
  17. Adjournment
- (2) The order of business may be revised by a majority vote.
- (3) Matters may be placed on the agenda by any Commissioner, the City Manager, or the City Attorney.
- (4) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.
- (5) When a matter comes before the Commission that directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.
- (6) Matters may be placed under Presentations by any Commissioner or the City Manager.
- (7) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis. The Mayor or Commissioner whose turn it is to deliver the invocation or moment of silence may designate another individual to deliver the invocation on their behalf. Any individual who delivers the invocation shall not denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion. Any individual who delivers the invocation is encouraged to be respectful in tone.

**RULE 6  
DEBATE OF MOTIONS; VOTING**

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- (1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is entitled to the floor first for debate. No Commissioner is entitled to the floor a second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.
- (2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission of the Commission majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor.
- (3) Members of the public are permitted to participate upon opening of the floor for public comment by the Chair during Public Participation on Non-Agendaed Items and Consent Agenda (No. 6 above) and during each item of Public Hearing (No. 10 above), Unfinished Business (No. 11 above), and New Business (No. 12 above). ~~Under the Lake Worth Beach Electric Utility portion of a regular Commission meeting (No. 13 above), the public are permitted to participate upon opening of the floor for public comment by the Chair during Consent Agenda and during each item of Unfinished Business and New Business.~~ The time shall be limited to three (3) minutes per public participant for Public Participation on Non-Agendaed Items and Consent Agenda (No. 6 above). The time shall be limited to two (2) minutes per public participant on all issues of Public Hearing (No. 10 above), Unfinished Business (No. 11 above), and New Business (No. 12 above). ~~Under the Lake Worth Beach Electric Utility portion of a regular Commission meeting (No. 13 above), the time shall be limited to three (3) minutes for the Consent Agenda and two (2) minutes for Unfinished Business and New Business.~~ During a public hearing, the presentations shall be limited to ten minutes each but the time may be extended to permit questioning.
- (4) A member of the audience who speaks to the City Commissioner may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.
- (5) The Chair shall restate all motions before the vote is taken.
- (6) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, or a Commissioner.

- 244 (7) The failure of a motion stated in the negative shall not be deemed an affirmative  
245 action. For example, the failure of a motion to deny shall not constitute an  
246 approval.  
247
- 248 (8) During a presentation, the presenter shall have ten minutes to make his or her  
249 presentation but the time may be extended to permit questioning of the  
250 presenter.

251 **RULE 7**  
252 **NON-DEBATABLE MOTIONS**

253 The following motions are not debatable:

- 254 To adjourn;  
255 To lay on the table;  
256 To take from the table;  
257 To divide a question;  
258 To close or re-open nominations;  
259 To take a recess;  
260 A point of information;  
261 An appeal of a decision of the Chair;  
262 The previous question.  
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265 **RULE 8**  
266 **RECONSIDERATION**

267 Any member of the Commission may move to reconsider any action of the  
268 Commission provided that new relevant information is presented to the Commission  
269 and the motion be made by the next regular Commission meeting. No motion to  
270 reconsider shall be made more than once on any subject or matter.  
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273 **RULE 9**  
274 **COMMISSION MINUTES**

275 Copies of the minutes of the regular meetings shall be furnished, when possible, at  
276 least five days prior to the next regular meeting. Such minutes shall stand confirmed  
277 at the regular meeting of the Commission without the reading thereof in open meeting  
278 unless some inaccuracy or error is pointed out by some member of the Commission  
279 present, and in such event, an appropriate correction shall be made. Upon request,  
280 the City Manager will cause the City Clerk to provide any Commissioner with access  
281 to Commission meeting recordings or transcribed excerpts of City Commission  
282 meetings. No member shall suggest to the City Clerk any revision in minutes of  
283 meetings before the same shall have been submitted to the full Commission for  
284 approval, unless specifically requested by the Clerk to make clarification.  
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288 **RULE 10**  
289 **ADOPTION OF ROBERT'S RULES OF ORDER**

290 Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the  
291 City Commission, but such Rules shall not take precedence over any provision of  
292

293 Florida law, the City Charter, an ordinance or resolution of the City, or these rules,  
294 which shall govern in the event of conflict. A failure to comply with Robert's Rules of  
295 Order or these rules shall not affect the validity of any action taken by the City  
296 Commission.

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298 **RULE 11**  
299 **AMENDMENT OR WAIVER OF RULES**

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301 These rules of procedure may be amended or waived by a majority vote, provided that  
302 no such amendment shall conflict with any applicable provision of Florida law, the City  
303 Charter, or an ordinance of the City.

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305 **RULE 12**  
306 **AGENDA PROCEDURES**

307  
308 (1) Agenda submittal deadline: The deadline for submitting items for inclusion on  
309 an agenda shall be no later than 12:00 PM on Friday of the week, ~~14 days~~  
310 prior to the deadline for distributing a final agenda ~~a regularly scheduled~~  
311 ~~Commission meeting.~~

312  
313 (2) Agenda distribution deadline: The deadline for distributing a final agenda with  
314 supporting documents shall be no later than Thursday, two (2)the weeks prior  
315 to a regularly scheduled City Commission meeting.

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317 For all special or workshop City Commission meetings, the agendas with  
318 supporting documents will be distributed consistent with the timeframe  
319 referenced above.

320  
321 (3) Amendment to agenda: There shall be no additions to a distributed City  
322 Commission agenda unless the matter is deemed to be an emergency.

323  
324 In the case of an emergency, any person or City Commissioner requesting an  
325 addition to the distributed City Commission agenda must do so in writing,  
326 provide written justification for the emergency within the narrative of an agenda  
327 memorandum, and include supporting backup material to the City Manager no  
328 later than 5:00 PM the Friday before a regularly scheduled Commission  
329 meeting.

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331 The name of the person or City Commissioner requesting the addition shall be  
332 placed with the agenda item to be presented. The written justification and  
333 supporting backup material shall be submitted to the City Commission prior to  
334 a regularly scheduled Commission meeting.

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336 At the beginning of the City Commission meeting, the City Commission shall  
337 review the emergency and, in its discretion, will determine whether it will  
338 accept, review and take action on the addition requested.  
339

**RULE 13  
PRESERVE ORDER**

Intentionally deleted and reserved for future consideration.

**RULE 14  
DECORUM FOR CITIZEN PARTICIPATION**

In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:

- (1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and
- (2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

(a) In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Commission decision-making, the following Rules of Decorum for Citizen Participation have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen Participation will be referenced in the agenda. A written list of the Rules of Decorum for Citizen Participation will also be printed and mounted upon the walls of the Commission Chamber and Conference Room and referenced on **comment cards** utilized in the Commission Chamber.

- (1) Speakers will conduct themselves in a civil and respectful manner at all times.
- (2) Speakers will address the Chair.
- (3) Questions to Commission members or City staff will be facilitated by the Chair.
- (4) Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individuals(s) to whom the words are addressed or other language that is disruptive to the orderly and fair progress of discussion at the meeting.
- (5) Speakers will refrain from making comments of a personal nature regarding others.
- (6) Name-calling and/or obscenity is forbidden.
- (7) Shouting, yelling or screaming is forbidden.
- (8) Commission Work Session or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other

389 inappropriate and/or disruptive behavior. Brief clapping is permissible at the  
390 end of a speaker's comments.

391

392 It is the intent of Commission to maintain order and enforce the Rules of Decorum  
393 for Citizen Participation for its meetings. Disregard of these rules will be met with  
394 the following consequences:

395

396 (1) The Chair will identify out loud the out-of-compliance behavior and request  
397 for the behavior to stop;

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399 (2) The Chair will ask the speaker to have a seat if he/she continues to disrupt  
400 the meeting;

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402 (3) If the speaker refuses to have a seat, the Chair will recess the meeting; and

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404 (4) Will instruct a law enforcement officer to instruct the speaker to stop the  
405 disruptive conduct and escort the speaker out of the meeting venue.

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407

408 **Section 3.** All resolutions in conflict herewith are hereby repealed.

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410 **Section 4.** This resolution shall become effective upon its adoption.

411

412 The passage of this resolution was moved by Commissioner 08 seconded by 08,  
413 and upon being put to a vote, the vote was as follows:

414

- 415 Mayor Betty Resch
- 416 Vice Mayor Herman Robinson
- 417 Commissioner Sarah Malega
- 418 Commissioner Christopher McVoy
- 419 Commissioner Kim Stokes

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421 The Mayor thereupon declared this resolution duly passed and adopted on this  
422 \_\_\_ day of \_\_\_\_\_ 2022.

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425 LAKE WORTH BEACH CITY COMMISSION

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By: \_\_\_\_\_  
Betty Resch, Mayor

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431 ATTEST:

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435 \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

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