



## **TOWN OF LANTANA**

**Town Hall  
500 Greynolds Circle  
Lantana, FL 33462**

**Regular Meeting  
February 10, 2025 - 6:00 p.m.**

For information regarding the procedures for public participation during a Town Council meeting, please refer to the end of this agenda.

**\*THIS TOWN COUNCIL MEETING CAN BE ACCESSED ONLINE FOR LISTENING PURPOSES ONLY. PLEASE SEE THE LAST PAGE FOR DETAILS.**

**1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.**

Karen Lythgoe, Mayor \_\_\_\_\_  
Mark Zeitler, Vice Mayor \_\_\_\_\_  
Kem Mason, Vice Mayor Pro Tem \_\_\_\_\_  
Christopher Castle, Councilmember \_\_\_\_\_  
Lynn J. Moorhouse, D.D.S., Councilmember \_\_\_\_\_

**LANTANA STAFF:** Brian K. Raducci, ICMA-CM, Town Manager; R. Max Lohman, Town Attorney; and Kathleen Dominguez, CMC, Town Clerk

**2. AGENDA APPROVAL:**

- a. Additions, substitutions, deletions.
- b. Agenda Approval.

**3. STAFF AND COMMITTEE REPORTS:**

- a. Town Council
- b. Town Manager

**4. SPECIAL PRESENTATIONS:**

- a. Presentation of the Police Department's 2024 Employee of the Year Award.
- b. Proclamation Recognizing 211 Awareness Month.
- c. Presentation of the State of the Town Annual Report (A Look Back on 2024 and Ahead to 2025).

**5. APPROVAL OF THE CONSENT AGENDA:**

- a. Approval of the Minutes of the Regular Town Council Meeting of January 27, 2025.
- b. Consideration of a request from the GFWC Casuarina Woman's Club to waive the Lantana Recreation Center rental fees for their Christmas in July Event on July 25, 2025 and July 26,

2025.

**6. ORDINANCES AND RESOLUTIONS:**

- a. Consideration of Ordinance No. O-01-2025, amending Chapter 14 - Personnel., Article IV. – Pensions and Retirement, Division 3 – Firefighters’ Pension Fund, at various sections to comply with changes contained in the Section 2.0 Secure Act and maintain consistency with changes to the Florida Retirement System. **Remarks: Second Reading**

**7. QUASI-JUDICIAL HEARINGS:**

- a. None.

**8. MISCELLANEOUS:**

- a. Consideration of Amendment No. 1 to CSA No. 2024-02 with Baxter & Woodman, Inc. authorizing additional design engineering services in the amount of \$49,343.72 for the Water Treatment Plant (WTP) Instrumentation and Controls Improvements (I&C) project.
- b. Consideration of entering into a contract with Odyssey Manufacturing Co. ("Odyssey") by piggybacking the City of Pompano Beach's contract for the purchase and installation of two (2) chlorine tanks in the amount of \$35,650. Funding for this project was approved in the FY 2024/25 Water and Sewer Utility Fund Capital Budget.
- c. Consideration of approving an Interlocal Agreement with Palm Beach County to redetermine, re-adopt and ratify the existing distribution formula for six (6) cent local option fuel tax.
- d. Consideration of awarding a contract for Janitorial Services for Public Restrooms and Offices to Triangle Services, Inc. in the amount of \$72,312.97.

**9. PUBLIC COMMENTS:**

**10. FUTURE EVENTS/IMPORTANT DATES (subject to change):**

- 02/17/2025 - Town Offices Closed in Observance of Presidents' Day.
- 02/20/2025 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 02/21/2025 - Drive-In Movie Night, Lantana Sports Park, 7:00 p.m.
- 02/24/2025 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 02/26/2025 - Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m.
- 03/01/2025 - Food Distribution Event, Lantana Sports Park, 9:00 a.m. - 12:00 p.m.
- 03/10/2025 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 03/11/2025 - General Election Day, 7:00 a.m. to 7:00 p.m.
- 03/15/2025 - Barefoot Mailman Family Beach Day, Lantana Beach, 9:00 a.m. to 1:00 p.m.
- 03/20/2025 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 03/24/2025 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 03/26/2025 - Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m.

**11. COUNCIL COMMENTS:**

**12. ADJOURNMENT.**

**Listen to the Town Council Meeting:** Visit <https://www.lantana.org/TownAgendas> and click "View Event" next to the meeting date for the live broadcast. The link will be available when the meeting starts. The recording will be available on-demand after the meeting in the Past Events section.

## PROCEDURES FOR PUBLIC PARTICIPATION

Any citizen is entitled to be heard on an official agenda item when the Town Council calls for public comment **OR** any matter not on the agenda under the “Public Comments” section. Citizens desiring to address the Town Council shall step up to the microphone at the podium, state their name and address in an audible voice for the record, and, unless the Chair grants additional time, shall limit their address to three (3) minutes. Citizens who wish to address the Council **MUST** complete a blue public comment card and present it to the Town Clerk before the item is discussed and wait for the Mayor to announce when it is their turn to speak. Likewise, if the public wishes to speak on a matter on the consent agenda, they must complete a blue card and present it to the Town Clerk before the start of the meeting.

**Americans with Disabilities Act:** In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) working days advance notice of any meeting, by contacting Kathleen Dominguez, Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.



# Proclamation

## Recognizing 211 Awareness Month

WHEREAS, 211 HelpLine has answered over 3 million calls since its inception in 1971. Tens of thousands of people continue to reach out to 211 for help each year; and

WHEREAS, during these challenging times that seem increasingly uncertain, 211's highly trained and accredited staff continue to be the frontline responders available 24/7; and

WHEREAS, 211 also has specialized advocacy and support programs for the community that include Caregiver Support, Help Me Grow, Elder Crisis Outreach and 211's life-saving "Sunshine" daily calls for lonely and isolated seniors and caregivers; and

WHEREAS, is also the infrastructure and responder for the 988 Lifeline number and additional support lines that include First Responders and MYFLVET for veterans with peer-to-peer support and assistance for these specialized groups and their families; and

WHEREAS, People have expressed growing struggles with mental & emotional health, addiction, and the ability to meet their basic needs of housing, utility payments, food and other concerns- 211's caring staff listen to each and every person to provide available resource options and to help them strategize and problem solve.

NOW, THEREFORE be it proclaimed that I, Karen Lythgoe, Mayor of the Town of Lantana, do hereby claim February as **211 AWARENESS MONTH** and urge all citizens to be aware that if they are overwhelmed and in crisis or just need to talk...211 is available any time of day or night.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lantana, Florida to be affixed this 10<sup>th</sup> day of February, 2025.

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Mayor Karen Lythgoe

Attest:

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Kathleen Dominguez, CMC, Town Clerk

# TOWN OF LANTANA

## STATE OF THE TOWN ANNUAL REPORT



A Look Back on **2024**  
and  
A Look Ahead to **2025**

# TOWN OF LANTANA

## STATE OF THE TOWN ANNUAL REPORT



### **TOWN COUNCIL**

Karen Lythgoe, Mayor  
Mark Zeitler, Vice Mayor  
Kem Mason, Vice Mayor Pro Tem  
Christopher Castle, Councilmember  
Lynn Moorhouse, D.D.S., Councilmember

### **TOWN MANAGER'S OFFICE**

Brian K. Raducci, ICMA-CM, Town Manager  
Kathleen Dominguez, CMC, Town Clerk  
Mariangel Rios, Executive Assistant to the Town Manager

### **TOWN ATTORNEY**

Lohman Law Group, P.A.

### **DEPARTMENT DIRECTORS**

Eddie Crockett, Public Services Director  
Nicole A. Dritz, Development Services Director  
Stephen Kaplan, Finance Director  
Kristine Kreidler, Library Director  
Sean Scheller, Chief of Police  
Craig Spiegelhalter, Palm Beach County Fire Rescue District Chief

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## TOWN OF LANTANA STATE OF THE TOWN ANNUAL REPORT

### INTRODUCTION

The purpose of this Annual report is for the Mayor to provide the Town of Lantana (Town) Town Council and Community with a high-level executive summary of the Town's prior year accomplishments as well as the current state and condition of various operational and capital projects. In addition, it provides a preview of the goals and expectations of the current year.

Happy New Year and warm greetings! As your Mayor, it is my privilege to welcome you into 2025—a year filled with hope, good health, and prosperity. I am deeply thankful to my fellow councilmembers, our dedicated staff, and the unwavering support of the community for everything we have achieved together in 2024. Looking ahead, I am excited to continue working alongside my fellow councilmembers and all of our business and community partners to tackle the challenges before us and work toward fulfilling our mission in the year ahead *“To preserve Lantana’s small-town atmosphere through responsible government and quality service.”*

### A LOOK BACK ON 2024

2024 was another exciting year for our Town. Below you will find a glimpse of some of the more significant accomplishments that occurred during the year.



#### Municipal Elections 2024

In March 2024, I was honored to be re-elected to the Town Council for a three-year term. As a lifelong resident of Lantana, I am committed to our community's continued growth and prosperity. I look forward to working alongside my fellow councilmembers to shape a brighter future for our Town.

#### Town Council Visioning Session

In April 2024, we gathered together to envision our community's future. The Town Council, Town Manager, department directors, and other key staff held a public visioning workshop to review our recent achievements and develop our goals and shared vision for the [FY2024/25 Adopted Annual Budget](#).

#### Adoption of the Annual Budget

The adoption of the annual budget is one of the Town Council's highest priorities as it serves as a policy document which provides the resources and establishes a plan for the operational budget and Capital Improvement Plan (CIP). The budget is transparent and performance-based, linking departmental goals to funding. The FY 2024/25 budget of \$29.5M reflects a commitment to fiscal responsibility and aligns with the priorities and goals that the Town Council established by consensus, at the Town Council Visioning Session.

Below you will find each of those priorities and goals and examples of how they have been implemented and achieved, respectively. It is important to note that some of the goals are long-term in nature and will be fully attained in future years. Staff has been busy improving our infrastructure and beautifying our Town to ensure a vibrant and thriving community. Here are just some of the highlights:

#### Maintain infrastructure

- ✓ Worked closely with FPL to repair non-functional streetlights.
- ✓ Resurfaced the Sports Park basketball courts.
- ✓ Restored the Centennial Sculpture at Bicentennial Park.
- ✓ Replaced two (2) bus shelters on W Lantana Rd and one (1) on N Dixie Hwy.

- ✓ Repaved numerous roads throughout the community and installed new “School Bus Stop Ahead” signs in order to enhance safety and improve visibility for drivers approaching bus stops.
- ✓ Worked closely with Palm Beach County’s (PBC) Traffic Division and our traffic engineer to enhance Traffic Light Synchronization on Lantana Rd.
- ✓ Completed the E Lantana Rd Infrastructure Upgrade.
- ✓ Replaced the Water Main under the Florida East Coast (FEC) Railway tracks at Pine St.
- ✓ Completed the Sea Pines Stormwater Pump Station Construction Project.
- ✓ Began Phase I of the Water Main Improvement Project (S Broadway & W Pine St). Design of Phase II is underway.
- ✓ Fire Hydrant Auto Flushing Systems were installed.
- ✓ Town Council authorized engineering services for the Dixie Hwy Median Project.
- ✓ Replaced the 30hp pump for the Town’s Master Sanitary Sewer Lift Station #1.



- ✓ The following steps on the Hypoluxo Island Drainage Project have been taken:
  - Town Council approved the project for N Atlantic Dr and Beach Curve Rd on 04/24/2023.
  - The project is currently in the 90% design submittal stage, including updated drawings, specifications, and cost estimates. Final review and approval expected in March 2025.
- ✓ These following improvements were made at the Water Treatment Plant (WTP):
  - Completed the High Service Pump Project.
  - Installed a 50-ton Brine Storage Tank.
  - Replaced the pump's Sodium Hypochlorite Skid System.
  - Began the Filter Media Replacement Project. As of today, all five (5) resin tanks have been restored and are significantly improving the clarity and softness of the water. Other related improvements are ongoing.
- ✓ Adopted a Stormwater Assessment Program on 09/09/2024.

#### Continue beautification projects

- ✓ Worked closely with SOLitude Lake Management to treat and remove invasive plants and trees from the Lantana Nature Preserve (Preserve) and to identify the different exotic plants. In addition, we replaced the Preserve’s large deteriorated timber pedestrian bridge and the replacement of the small bridge is underway.
- ✓ Displayed colorful seasonal banners on the Town’s major roadway corridors.
- ✓ Installed new fencing and concrete monuments at Evergreen Cemetery and repaired the north fence along Lantana Rd.
- ✓ Installed new fences, water fountains, and obstacle courses/exercise stations at Maddock Park Dog Park.

- ✓ Installed new signage at the Recreation Center and the Greater Lantana Chamber (Chamber) of Commerce facilities.
- ✓ Expanded holiday lights, displays, and decorations around the Town Hall site.



### Responsible development

#### Water Tower Commons:

- ✓ Town staff is processing permits and inspections for the eastern commercial side and Fifth Third Bank.
- ✓ The Town Council approved a Special Exception, Site Plan, and Landscape Plan for Carl's Jr. and Panda Express.
- ✓ The Town continues to work closely with the Developer and PBC to determine when the traffic level has reached the required level to necessitate the installation of the Mast Arm Traffic Light (required by PBC) at the project's entrance.

#### Lantana Village:

- ✓ Integra Solutions, LLC purchased the former Kmart site in April 2023.
- ✓ Town Council held two (2) Workshops:
  - The first to review multiple potential redevelopment proposals for the former Kmart site and to determine their vision (by consensus) for the site.
  - The second, so that Integra Solutions could provide a conceptual redevelopment plan for the properties referenced above. The plan was well-received by the Town Council and those in attendance.



After more than two (2) years of progress, during the 01/13/2025 Town Council meeting, Town Council unanimously approved a Site Plan and related items presented by Integra Investments, for the redevelopment of the former Kmart 18-acre site located at 457 Greynolds Circle, 1201 S Dixie Hwy and 1301 S Dixie Hwy. The approved site plan includes 426 dwelling units and 21,967 sq. ft. of ground-floor commercial space, with a phased development approach due to an existing lease with Winn-Dixie. Phase I features three-story buildings with 307 units, commercial space, public open areas, wide sidewalks, outdoor seating, and elevated street furnishings. The project aims to create a village-like community with a mix of uses, open spaces, parks, and pedestrian areas. Key elements include electric vehicle charging stations, enhanced landscaping, environmentally-focused design, and modern coastal architecture to ensure sustainability and aesthetic appeal.

#### Master Plan Update:

- ✓ The adopted Townwide Master Plan has been posted on the Town's website at: <https://www.lantana.org/291/2147/Town-of-Lantana-Master-Plan>.
- ✓ Staff has formed the Master Plan Committee, a volunteer group of residents from various neighborhoods to provide input on the Master Plan and ongoing projects.
- ✓ Digital copies of the Master Plan have been distributed to potential developers and stakeholders.
- ✓ Staff presented to the Town Council highlights of the Master Plan in relation to the proposed redevelopment of the former Kmart site on 02/13/2024.
- ✓ Staff continues to meet monthly with the vacant Ocean Ave property owners on a redevelopment plan that aligns with the Master Plan.
- ✓ Staff has and will continue to explore redevelopment plans for Lantana Beach (Beach) as it relates to the Master Plan.
- ✓ On 11/04/2024 staff met with members of the EAU's management team to discuss potential partnership opportunities pertaining to the redevelopment of the beach.
- ✓ \$200k worth of funding has been budgeted for related projects; (i.e., two (2) separate \$100k appropriations were included in the FY 2023/24 and FY 2024/25 budgets, respectively).

#### How to attract/retain valuable employees

Like many municipalities, we continue to find ourselves in a very challenging labor market, and as a result, the Town has had to become more creative and flexible in order to attract and retain valuable employees by:

- ✓ Providing a safe, family-friendly work environment and offer a competitive salary/benefit package.
- ✓ Supporting the Employee Committee which plans, organizes, and implements employee-related activities, and the Safety Committee which develops, organizes, and coordinates employee safety programs.
- ✓ Providing employees with valuable training that allows them to provide high-quality customer service to our residents, business community, and visitors alike.
- ✓ Each month, the Town highlights employees in the monthly Town Manager Report, with the goal of recognizing their contributions and achievements.

As a result of these changes, the Town has experienced a significant decrease in employee turnover.

### Continue to attract businesses

The Town's Development Services Department continued to:

- ✓ Assist new business opportunities by encouraging them to reach out to the Department prior to moving forward to determine if there are any restrictions that may limit their plans and to guide businesses through every step of the Town's processes and requirements.
- ✓ Grant permit extensions where work remains in an "Active Progress" (i.e., when the permit has received an approved inspection within six (6) months).
- ✓ Work with the Chamber to attract and improve business opportunities for our community.
- ✓ In April, Town staff approved a demolition permit for 201, 211, 225, and 235 E Ocean Ave and in May demolition began. All structures, hardscape as well as some trees and landscaping were removed. Since then, the Town Attorney and staff have continued to work closely with representatives of the vacant Ocean Ave property owners on a redevelopment plan that is consistent with the approved Townwide Master Plan.
- ✓ The Town achieved LEED Silver Certification.

### Promote community engagement

- ✓ Councilmembers and the Town Manager traveled to Tallahassee for PBC Day, to provide networking opportunities; to personally observe our Legislative process; and to meet with members of our lobbying firm, State Legislators, and their staff in hopes of gaining their support to fund the Town's State Appropriation Requests.
- ✓ The Town held a Visioning Session Workshop at Finland House in preparation for the FY 2024/25 Budget.
- ✓ This year, the Town buzzed with exciting and successful events including the following:
  - Drive-In Movie Nights.
  - Farm Share Event.
  - Eggstravaganza Egg Hunt.
  - Beach Cleanups.
  - Arbor Day Tree Planting.
  - A patriotic July 4<sup>th</sup> Celebration that brought friends and neighbors together.
  - September 11<sup>th</sup> Ceremony.
  - Spooky fun came alive during the Haunted Nature Preserve Event.
  - A Veterans Day Ceremony that honored our service men and women; and
  - The Winterfest Event at Town Hall that brought holiday cheer.



- ✓ Town Manager Report: Every month, the Town provides this Report to the Town Council and Community in order to offer a high-level executive summary of the status of the Town's major projects and various current and upcoming operational matters.

- ✓ Town Calendar: The Town's departments take a lot of pride in preparing the annual calendar each year as it includes fantastic photos and showcases information about our many services, amenities, and special events. All of the Town's important dates are identified (i.e., Town Council Meetings, Special Magistrate Hearings, Planning Commission Meetings, Holidays, Special Events, and many more).
- ✓ New Website: To further enhance community engagement, the Town redesigned its website to be more user-friendly. Residents can now subscribe to receive important notices and stay informed about upcoming events.
- ✓ Interactive Video Tour: This year, we are thrilled to announce the launch of our new Lantana Video Tour, created in collaboration with CGI Productions. This interactive video experience invites viewers to explore the heart of our vibrant community. The tour showcases
  - Our charming neighborhoods and scenic beauty.
  - The dedication and professionalism of our public safety services.
  - The resources and welcoming atmosphere of the Library.
- ✓ The Code Enforcement Division (Division) is committed to enforcing Municipal Codes fairly and consistently. The Division prioritizes safety violations and takes a proactive approach to prevent blight. It also plays a crucial role in maintaining community standards, and in ensuring a safer and more organized neighborhood. Later this year, we plan on launching a new online portal where residents will be able to check the status of ongoing cases.

We encourage you to visit [www.lantana.org](http://www.lantana.org) and embark on a virtual tour of Lantana!

The Town continued to support our community by:

- ✓ Lending a helping hand with a Food Distribution Drive-Thru.
- ✓ Celebrating Arbor Day by planting a tree at the Lantana Sports Park.
- ✓ Hosting a holiday cheer with a heartwarming Toy Drive.
- ✓ The Police Department hosted the DEA National Rx Take Back Day event, providing the community with the opportunity to safely dispose of unneeded medications



We also upgraded our agenda publishing system so citizens can search and find meeting materials online anytime, and stay informed by signing up to receive agenda notifications when the agendas are posted.

#### Continue to support Library

The Library celebrated its grand reopening in February 2023, showcasing a renovated historic building with upgraded features. Since then, the library has experienced significant growth, with a 225% increase in new card issuance and a 52% increase in book checkouts.

#### Key renovations include:

- ✓ Dedicated learning and play areas (i.e., teen room, kids' room, study room, and community room).
- ✓ Spaces for connection (i.e., outdoor garden, makerspace/conference room).



#### The Library aims to:

- ✓ Offer cutting-edge technology and engaging programs.
- ✓ Support literacy through school partnerships and outreach.
- ✓ Maintain Little Free Libraries throughout the Town.
- ✓ Foster a welcoming and inclusive community space.

Key highlights from 2024 include:

- ✓ Held a successful Summer Reading Program.
- ✓ Partnered with the Literacy Coalition of Palm Beach County to provide one-on-one tutoring sessions for struggling readers in grades 1-3. The program launched on September 10, 2024, and continues every Thursday from 3:30 p.m. to 5:30 p.m.
- ✓ Championed Early Literacy – The Lantana Public Library successfully participated in Read for the Record (RFTR) 2024, reading “Piper Chen Sings” to local schools and daycares. This initiative, aimed at promoting early literacy, earned the Library the RFTR PBC 2024 Small Municipality Winner award for the 2<sup>nd</sup> year in a row.
- ✓ Throughout the year, the Library continued its outreach efforts by visiting schools to encourage reading and Library visits.
- ✓ Added one (1) Full-Time Community Engagement and Outreach Coordinator Position.
- ✓ Added 14 hours a week for part-time staff to cover Saturday hours. The Library now offers Saturday hours from 12:00 p.m. to 4:00 p.m.
- ✓ To further strengthen community engagement, the Library redesigned its website: <https://www.lantanalibrary.org/>.
- ✓ Installed new computers (\$10k) and a printer/copier/scanner for use by our patrons.



Dune Restoration Project:

The Town began collaborating with the Town of Palm Beach and South Palm Beach on a beach renourishment project in 2021. However, the project faced delays due to various factors, including insufficient beach area, hurricane damage, and competing projects.

In February 2024, the Town re-engaged with Palm Beach to revive the project for the fall. The Town sought funding from Palm Beach’s Environmental Resources Management (ERM) program to contribute sand for the project.

Unfortunately, on 10/24/2024, Palm Beach informed Lantana that it would not be included in the current project due to several challenges:

- Insufficient sand supply.
- Tight project timeline.
- Funding requirements.
- Easement and survey requirements.

Despite this setback, the Town will continue to explore future collaborative opportunities with neighboring communities for beach renourishment projects.

Install ADA accessible ramp

- ✓ The design of the ramp had been on hold until the Dune Restoration Project referenced above was completed. Since it appears that the Dune Restoration Project is unlikely to begin anytime soon, this project will be revisited as we look for ways to enhance the Beach.

Enhance Public Safety with state-of-the-art Technology

The Lantana Police Department continues to uphold public safety and community well-being while continuing its mission to deliver courteous, professional law enforcement and community services to our citizens by:

- ✓ *Enhanced Traffic Enforcement* – The Police Department continues to address traffic violations through education and enforcement. Officers utilize the Selected Traffic Enforcement Program (STEP) to target various areas throughout the Town where speeding and stop sign violations occur. Additionally, the speed-measuring trailer is placed at different locations to inform vehicle operators of their speed while traveling our roadways.
- ✓ *Supporting Vulnerable Residents* – Works collaboratively with our County liaisons to help connect homeless individuals with available services and resources.
- ✓ *Investing in Safety* – Our officers are trained and equipped with state-of-the-art technology such as body-worn cameras to ensure transparency, a drone to assist in locating missing/endangered individuals, to monitor community events, and to conduct emergency management operations. In addition, new equipment like computers, vehicles, and safety gear have been acquired to reinforce their capabilities.
- ✓ *Heroic Recognition* – Officers Kevin Neus, Jace Alexander, Christina Strong, and Stephanie Crowley received the 2024 Life Saving Award for their actions, which, through disregard for personal safety and prompt, alert response, resulted in saving human lives.
- ✓ Some members of the Police Explorers were recognized for their dedication, devotion, and commitment to the Town, as well as for starting military boot camp.
- ✓ Implemented the Citizen Observer Patrol (COP) as a valuable resource for supporting law enforcement.



## GRANTS

The Town has continued to aggressively pursue operating and capital grant opportunities in areas that improve and enhance the delivery of our services. In order to maximize our potential for obtaining this vital funding, our in-house Contract and Grants Administrator works closely with many business partners that include:

- ✓ Ryan Ruskay from RMPK Funding (RMPK). RMPK is an external grant writing firm that assists the Town in obtaining funding for a wide range of capital improvement projects that enables us to better meet the unique and diverse needs of our community. To date, RMPK has been instrumental in the Town securing nearly \$2.3M in such funding.
- ✓ Mat Forrest from our Lobbying firm – Ballard Partners, has previously set up in-person meetings with our State Senator and Representative during Palm Beach Day in our State Capitol so that the Town could gain their support for our various state appropriation requests for infrastructure improvements. To date, as a result of Mr. Forrest's efforts, the Town has been awarded \$1.2M in state appropriation funding.
- ✓ We continue to work closely with our Congressional partners – Congresswoman Lois Frankel and her staff. The Congresswoman has supported and assisted/is assisting the Town in securing the following federal appropriations:
  - Secured \$1.2M in FY 2022/23 to assist in funding our Water Main Replacement Project (includes Phase I of our A/C Pipe Replacement Project).
  - Secured nearly \$960k in FY 2023/24 to assist in funding our Water Main Replacement Project and WTP Improvements (i.e., includes Filter Media Project).
- ✓ On 07/15/2024, the Town was informed that \$1.1M was included in the FY 2025 Interior Appropriations Bill, recently passed by the House Appropriations Committee. This included funding for upgrades to our WTP Control Panels and Instrumentation Equipment. Final funding determination is contingent upon Congress passing the FY 2025 Budget.





#### Palm Beach County Day 2025

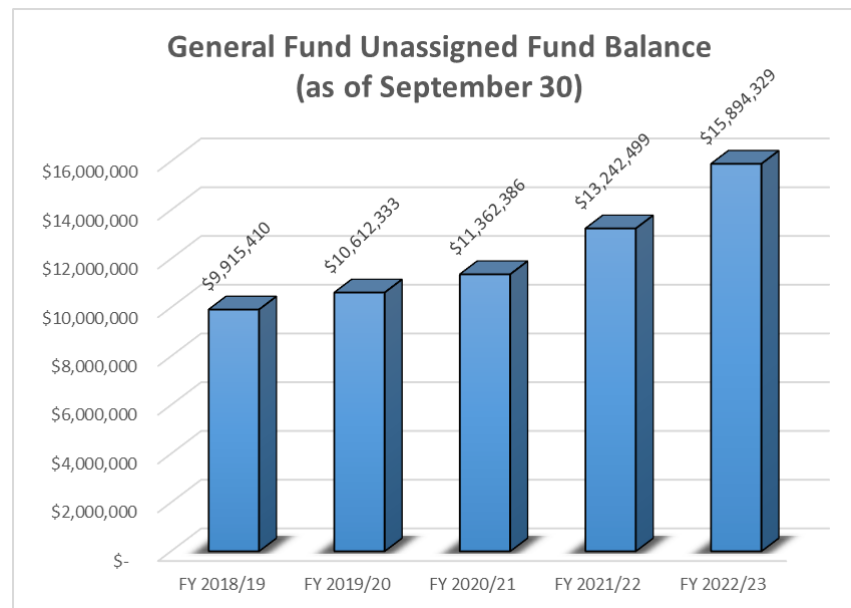
On 12/17/2024, Mayor Lythgoe and Town staff met with Mat Forrest from our lobbying firm to discuss the State's upcoming legislative season. PBC Day in Tallahassee is scheduled for 03/04 – 03/05/2025. During this event, members of our Town Council and the Town Manager will travel to the State Capitol to observe the legislative process in person, meet with members of our lobbying firm, and network with other municipalities and organizations attending the event. The Town hopes to utilize this opportunity to meet with both State Senators and Representatives to discuss gaining their support

for funding the Town's FY 2025/26 State Appropriation Requests. During this time, the Town will provide a first-hand account of its challenging capital and infrastructure needs.

#### **UNASSIGNED FUND BALANCE**

The Town maintains an unassigned fund balance (fund balance that has not been restricted, committed or assigned to specific purposes within the General Fund) that equals or exceeds 25% of General Fund operating expenditures (i.e., \$4.1M for FY 2024/25). At the end of FY 2022/23 (09/30/2023) – our most recent completed audit, the Town added more than \$2.6M to the General Fund Unassigned Fund Balance bringing it to a total of nearly \$15.9M. These reserve funds may be utilized to cover costs related to an unanticipated emergency, deficit or shortfall in the current or future years.

This accomplishment was due in large part to the Town Council's vision, guidance, and support in ensuring that the Town's Administration continues to operate the Town in a proactive, progressive, and fiscally prudent and responsible manner. In addition, the Town was able to maximize its financial leverage through the effective and efficient utilization of grant funds.



## LOOKING AHEAD TO 2025

From infrastructure upgrades to green spaces, get ready for exciting changes coming to the Town in 2025! Here's a glimpse of what our future plans have in store for you:



### Investing in Quality of Life

- ❖ Expect improved landscaping, trash receptacles, and various Beach improvements.
- ❖ Look forward to upgraded bus shelters and smoother roads that will result from additional paving.
- ❖ Recoat the seawall at the Beach.
- ❖ Design and replacement of the ADA Ramp at the Beach.
- ❖ Renovation of the Town Council Chambers.
- ❖ Construct classrooms and an Emergency Operations Center at the Police Department.
- ❖ Replace asbestos concrete piping.
- ❖ Replace water meters with an Automated Meter Reading System (AMR).
- ❖ Repair the seawall at Bicentennial Park and Sportsman's Park.
- ❖ Install curbs at intersections.
- ❖ Continue work on the Filter Media Replacement at the Water Treatment Plant (completion expected by 05/2025).
- ❖ Continue work on the Water Treatment Plant Instrumentation and Control Improvements (completion expected by 06/2025).
- ❖ Install shade structures for the Sports Park bleachers.
- ❖ Make improvements to the Library bathrooms.
- ❖ Replace the Lyman Kayak Park launch ramp with a concrete ramp.
- ❖ Design and conversion of lift stations into submersible pump stations.
- ❖ Replace two (2) chlorine tanks at the Water Treatment Plant.
- ❖ Replace the split-rail fence at Maddock Park.
- ❖ Interconnect with the City of Lake Worth Beach.
- ❖ Continue working on the Dixie Hwy Median Project.
- ❖ Continue to work with Integra Solutions, LLC for the redevelopment of the former Kmart site.
- ❖ Continue collaborating with vacant Ocean Ave property owners on a redevelopment plan that aligns with the Master Plan.

### Working Together for Progress

The Town Council and dedicated staff are committed to working together with residents and partners to make Lantana an even better place to live, work, and play. We are excited for the future and invite you to be a part of it!

We are committed to partnering with residents, businesses and securing grants to keep these projects moving forward. Stay tuned for updates and get involved in shaping Lantana's future!



The Town strives to be responsive to our citizens' needs and makes decisions based on the best interests of the residents' health, safety and welfare. I will continue to serve this Town most efficiently and effectively, and hearing from you and receiving your thoughts is the best way to accomplish that goal. So again, I thank you and look forward to working with each of you to make a better Lantana for generations to come.



Town of Lantana  
500 Greynolds Circle  
Lantana, FL 33462  
(561) 540-5000  
[www.lantana.org](http://www.lantana.org)



**TOWN OF LANTANA  
Regular Meeting Minutes  
January 27, 2025**

**1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.**

Mayor Lythgoe called the regular meeting to order at 6:00 p.m. Deputy Town Clerk Rios called the roll and established a quorum. All elected officials were in attendance.

Mayor Lythgoe led a moment of silence in remembrance of Bob Fritts, a longtime resident of Hypoluxo Island for over 30 years, who recently passed away on November 23, 2024. Mayor Lythgoe noted that a celebration of life was held at McKinley Park, which she was unable to attend. She shared a brief overview of Mr. Fritts's life and asked the public to remember him and his family.

Mayor Lythgoe, also acknowledged the anniversary of the liberation of Auschwitz, known as International Holocaust Remembrance Day, and asked everyone for a moment of reflection for the victims and survivors.

**2. AGENDA APPROVAL:**

- a. Additions, substitutions, deletions.
- b. Agenda Approval.

**Motion:** Vice Mayor Pro Tem Mason made a motion to approve the agenda, as submitted. Councilmember Castle seconded the motion. Motion passed 5-0.

**3. STAFF AND COMMITTEE REPORTS:**

- a. Town Council

Councilmember Moorhouse commended the completed fencing at the tennis courts, noting that it looked great.

Mayor Lythgoe reported that she and Town Manager Raducci met last week with newly elected State Representative Debra Tendrich, who offered her assistance to the Town.

- b. Town Manager

Town Manager Raducci announced that the 2025 Town Calendars have been mailed, and if there are any residents who haven't received one, they should contact Deputy Town Clerk Rios or pick one up from the credenza in the Council Chambers.

Town Manager Raducci also announced that the January Town Manager Report would be available the following day. He encouraged residents to visit the Town's new website, highlighting its features, including access to Town agendas, minutes, Town Manager Reports, employment opportunities, utility bill payment, and bid information. He also noted the website's new banner

feature, which will be used to post important advisories such as garbage pickup delays, and reminded residents that information is also shared on the Town's Facebook page.

Town Manager Raducci then invited Public Services Director Eddie Crockett to provide a brief update on recent improvements at the Water Treatment Plant, specifically the Filter Media Project. Director Crockett reported that all five (5) vessels are complete, though some work remains on the computer systems. He answered questions from the councilmembers.

#### **4. SPECIAL PRESENTATIONS:**

- a.** Presentation from Edwin Ferguson, School Board Member, District 7.

Mayor Lythgoe introduced Edwin Ferguson, Palm Beach County School Board member, and Lantana District Representative, and invited him to the podium for his presentation.

Mr. Ferguson introduced himself and presented a 2024 performance report comparing math, science, and English scores for Lantana Elementary and Lantana Middle Schools to 2023 results. He informed the council and residents that the schools are seeking mentors and increased community engagement. He encouraged the council to consider reinstating the Education Council or a similar board, attend local School Advisory Council (SAC) meetings, and support the principals. He then answered questions from the Councilmembers.

- b.** Presentation of the 2024 Holiday Cheer Light Display Contest Award Winners.

Mayor Lythgoe announced the winners of the 2024 Holiday Cheer Light Display Contest and presented them with their plaques. She thanked Nadine Shawah, Parks and Recreation Superintendent, for her creativity and organizing the contest. She also extended her appreciation to everyone who participated in the contest.

#### **5. APPROVAL OF THE CONSENT AGENDA:**

- a.** Approval of the Minutes of the Special Town Council Meeting of January 9, 2025.
- b.** Approval of the Minutes of the Special Town Council Meeting of January 13, 2025.
- c.** Approval of the Minutes of the Regular Town Council Meeting of January 13, 2025.

**Motion:** Vice Mayor Pro Tem Mason made a motion to approve the consent agenda, as submitted. Vice Mayor Zeitler seconded the motion. Motion passed 5-0.

#### **6. ORDINANCES AND RESOLUTIONS:**

- a.** Consideration of Ordinance No. O-01-2025, amending Chapter 14 - Personnel., Article IV. – Pensions and Retirement, Division 3 – Firefighters' Pension Fund, at various sections to comply with changes contained in the Section 2.0 Secure Act and maintain consistency with changes to the Florida Retirement System. **Remarks: First Reading**

Mayor Lythgoe introduced the agenda item.

Town Attorney Lohman read the below ordinance by title into the record:

#### **ORDINANCE NO. O-01-2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 14. PERSONNEL. OF THE CODE OF ORDINANCES OF THE TOWN OF LANTANA AT ARTICLE IV. PENSIONS AND**

**RETIREMENT. BY AMENDING DIVISION 3. FIREFIGHTERS' PENSION FUND. AT SECTIONS 14-106, 14-109, 14-114, AND 14-117 TO COMPLY WITH CHANGES CONTAINED IN THE SECURE 2.0 ACT AND MAINTAIN CONSISTENCY WITH CHANGES TO THE FLORIDA RETIREMENT SYSTEM; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 14. PERSONNEL. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE; A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

There were no public comments.

There was no discussion from the Councilmembers.

**Motion:** Vice Mayor Pro Tem Mason made a motion to approve Ordinance No. O-01-2025 on first reading. Councilmember Moorhouse seconded the motion. Motion passed 5-0.

- b.** Consideration of Resolution No. R-01-2025, approving the 2025 Municipal Election(s) Vote Processing Equipment Use and Elections Services Agreement with the Palm Beach County Supervisor of Elections for the March 11, 2025 municipal election.

Mayor Lythgoe introduced the agenda item.

Town Attorney Lohman read the below resolution by title into the record:

**RESOLUTION NO. R-01-2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LANTANA AND THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

Town Clerk Kathleen Dominguez provided an overview of the resolution and highlighted the services in the municipal election services agreement for the March 11, 2025, election. She noted that the resolution also assigns the Supervisor of Elections as the Town's Canvassing Board.

There were no public comments.

There was no discussion from the Councilmembers.

**Motion:** Councilmember Castle made a motion to approve Resolution No. R-01-2025. Vice Mayor Zeitler seconded the motion. Motion passed 5-0.

- c.** Consideration of Resolution R-02-2025, approving and adopting the 2024 Revised Palm Beach County Local Mitigation Strategy Plan.

Mayor Lythgoe introduced the agenda item.

Town Attorney Lohman read the below resolution by title into the record:

## RESOLUTION R-02-2025

### **A RESOLUTION OF THE TOWN COUNCIL OF LANTANA, FLORIDA, APPROVING AND ADOPTING THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

Town Clerk Kathleen Dominguez provided an overview of the Interlocal Agreement.

There were no public comments.

There was no discussion from the Councilmembers.

**Motion:** Councilmember Castle made a motion to approve Resolution No. R-02-2025. Councilmember Moorhouse the motion. Motion passed 5-0.

#### **7. QUASI-JUDICIAL HEARINGS:**

- a. None.

#### **8. MISCELLANEOUS:**

- a. Consideration of Appointment to the Planning Commission.

Mayor Lythgoe introduced the agenda item.

Town Clerk Kathleen Dominguez provided an overview of the vacancy and answered questions from the Councilmembers.

There were no comments from the public.

There was no discussion from the Councilmembers.

**Motion:** Councilmember Castle made a motion to appoint Steven J. Madson as an alternate member of the Planning Commission with the term ending on January 27, 2028. Vice Mayor Zeitler seconded the motion. Motion passed 5-0.

- b. Consideration of awarding a contract for Architectural Design Continuing Contract for Professional Services (CCNA) to CPZ Architects, Inc.

Mayor Lythgoe introduced the agenda item.

Public Services Director Eddie Crockett provided an overview of the contract and answered questions from the Councilmembers.

There were no public comments.

There was no discussion among the Councilmembers.

**Motion:** Councilmember Moorhouse made a motion to approve awarding the Town of Lantana's Architectural Design Continuing Contract for Professional Services (CCNA) to CPZ Architects, Inc., and authorize the Town Manager to execute the agreement and any amendments thereto. Councilmember Castle seconded the motion. Motion passed 5-0.

- c. Consideration of a piggyback contract with M&M Asphalt Maintenance Inc., d/b/a All County Paving through the Palm Beach County School District Solicitation No. 20C-46V for repaving Town roads in the amount of \$493,417.

Mayor Lythgoe introduced the agenda item.

Public Services Director Eddie Crockett provided an overview of the paving project and answered questions from the Councilmembers.

There were no public comments.

There was no discussion among the Councilmembers.

**Motion:** Vice Mayor Pro Tem Mason made a motion to approve the Piggyback Agreement with M&M Asphalt Maintenance, Inc., d/b/a All County Paving, to re-pave roads within the Town in the amount of \$493,417 using funds from the Infrastructure Surtax Fund or any available reserves and to authorize the Town Manager to execute same and any amendments thereto. Councilmember Castle seconded the motion. Motion passed 5-0.

- d. Consideration of Consultant Service Authorization (CSA) 2025-01 with Kimley-Horn and Associates, Inc. in the amount of \$51,850 to provide engineering services to address traffic concerns on N Dixie Hwy at the E Ocean Ave intersection.

Mayor Lythgoe introduced the agenda item.

Public Services Director Eddie Crockett provided an overview of the project and answered questions from the Councilmembers.

Brandon Kern, Project Engineer with Kimley-Horn & Associates, presented an overview of the roadway improvements and answered questions from the Councilmembers.

Following Mr. Kern, Nick Brose, Traffic Engineering Analyst with Kimley-Horn & Associates, discussed the traffic signalization improvements in the area and also answered Councilmembers' questions.

There were no public comments.

A discussion ensued among the Councilmembers.

**Motion:** Councilmember Castle made a motion to approve CSA 2025-01 with Kimley-Horn and Associates, Inc. in the amount of \$51,850 with the funding to be addressed in a future budget amendment if necessary, and to authorize the Town Manager to execute the CSA and any amendments thereto. Vice Mayor Pro Tem Mason seconded the motion. Motion passed 5-0.

## 9. PUBLIC COMMENTS:

There were no public comments.

**10. FUTURE EVENTS/IMPORTANT DATES (subject to change):**

Mayor Lythgoe read the future events and important dates.

**11. COUNCIL COMMENTS:**

There were no comments from the Councilmembers.

**12. ADJOURNMENT.**

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 7:14 p.m.

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Mayor Karen Lythgoe

ATTEST:

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Kathleen Dominguez, CMC, Town Clerk



## **TOWN OF LANTANA**

### **Agenda Item Summary**

#### **AGENDA ITEM No.: 5b**

**PREPARED BY:** Kathleen Dominguez, CMC, Town Clerk

**REVIEWED BY:** Brian K. Raducci, ICMA-CM, Town Manager

**MEETING DATE:** February 10, 2025

**AGENDA ITEM:** Consideration of a request from the GFWC Casuarina Woman's Club to waive the Lantana Recreation Center rental fees for their Christmas in July Event on July 25, 2025 and July 26, 2025.

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#### **ISSUE/BACKGROUND:**

The GFWC Casuarina Woman's Club requests a waiver of rental fees for using the Lantana Recreation Center for their Christmas in July event on Friday, July 25, 2025 from 5:00 to 8:00 p.m. (for set-up) and on Saturday, July 26, 2025 from 7:00 a.m. to 5:00 p.m. (event day).

According to the Fee Schedule in Resolution No. R-03-2023, rental fees for residents for the Recreation Center are \$25 on weekdays, \$75/hr. on weekends or holidays and \$25 for the food prep area (kitchen) with a \$200 refundable cash security deposit upon favorable inspection after the event.

In addition to the rental fees, the rental will require a \$1,000,000 liability insurance policy that names the Town as an additional insured. Therefore, the security deposit and insurance coverage requirement will not be waived.

#### **ATTACHMENT(S):**

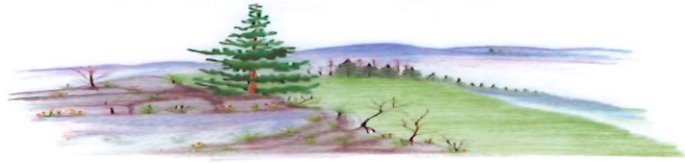
1. Special Event Permit - GFWC Casuarina Women's Club.pdf

#### **SAMPLE MOTION:**

I move to (waive)(not to waive) the rental fees for the Lantana Recreation Center for the GFWC Casuarina Woman's Club's Christmas in July event on July 25, 2025 and July 26, 2025, conditioned upon Club providing a \$1,000,000 liability insurance policy that names the Town as an additional insured and providing security services for the event in accordance with the Town's Rental Policy.



**GFWC Casuarina Women's Club , Inc**  
**Community Service since 1966**



January 6, 2025

Dear Kathleen,

*As we approach the festive spirit of Christmas in July, I wanted to reach out to express our heartfelt gratitude for your ongoing support of the Casuarina Woman's Club and our mission to serve our community.*

*As a not-for-profit organization dedicated to giving back, we have been deeply committed to various projects aimed at making a positive impact in the lives of others. From providing gift bags to the Palm Beach Children's Hospital a St. Mary's Hospital during Christmas to donating a thousand pairs of shoes to children in Lake Worth and Lantana schools, and supporting programs like Adopt a Cat, our club endeavors to spread joy and support to those in need.*

*We are immensely proud of the work we've accomplished together and the difference we've been able to make in our community. However, as you may know, every penny we raise is crucial to sustaining and expanding our charitable initiatives.*

*In light of our shared commitment to community service since 1966, I kindly request your consideration in waiving all fees associated with our upcoming Christmas in July event. Your generosity in this regard would be tremendously beneficial to our organization, enabling us to allocate more resources towards our charitable endeavors and ultimately, touch the lives of even more individuals in need. Your support means the world to us, and we deeply appreciate your understanding of our mission and the impact of your contribution.*

*Thank you once again for your unwavering support and consideration. We eagerly await your response and the opportunity to continue our partnership in making a positive difference in the lives of others.*

Best regards,  
Rosemary A. Mouring  
Casuarina Woman's Club President  
561-588-9546  
Casuarina.wc@gmail.com

**TOWN OF LANTANA  
SPECIAL EVENT PERMIT APPLICATION**

Special Event \_\_\_\_\_  
Temporary Permit \_\_\_\_\_  
Facility Usage \_\_\_\_\_

|                         |                 |               |
|-------------------------|-----------------|---------------|
| <b>Application Fee:</b> | 1-Day event     | \$50.00       |
|                         | Additional Days | \$50.00 / day |

The application should be submitted with an application fee of \$50.00. Should the event be held for more than one day, an additional \$50 per day will be required for each day thereafter.

**Complete Application:** This Special Event Application must be completed and submitted to the Building Department fifteen (15) days prior to Plan Review Committee (PRC) meeting.

**Meeting Schedule:** All meetings are held in the Town Council Chambers at Town Hall, 500 Greynolds Circle. The Plan Review Committee (PRC) meets on first Wednesday of each month at 10:00am.

**ADDITIONAL MEETINGS:** Should the event be held on Town, State, or Federal property, the requested event will need approval of the Town Council. The Town Council meets on the 2<sup>nd</sup> and 4<sup>th</sup> Monday's of each month at 6pm in the Town Council Chambers.

THIS PAGE DOES NOT NEED TO BE SUBMITTED WITH THE APPLICATION

**TOWN OF LANTANA  
SPECIAL EVENT PERMIT APPLICATION**

PLEASE FILL IN THE FOLLOWING INFORMATION

DATE: 01/06/2025

CONTACT PERSON: Rosemary A. Mouring

PHONE: 561-588-9546

APPLICANT: Rosemary a. Mouring

OWNER: N/A

IS THIS A NON-PROFIT ORGANIZATION? Yes

PROPOSED LOCATION: 418 So. Dixie Highway

LOCATION ON PROPERTY: Recreation Center

DATE OF EVENT: 07/26/2025

TIME OF EVENT: 7:00am -6:00pm

DURATION OF EVENT: 1day (will need to set up the day before)

APPROXIMATE NUMBER OF PARTICIPANTS: 50

IF EVENT IS TO OCCUR ON PRIVATE PROPERTY, ARE YOU THE OWNER? no

IF YOU ARE NOT THE PROPERTY OWNER, WRITTEN PERMISSION FROM THE OWNER MUST BE ATTACHED TO THE APPLICATION

PLEASE ANSWER THE FOLLOWING QUESTIONS:

**TOWN OF LANTANA  
SPECIAL EVENT PERMIT APPLICATION**

1. Will you need additional (Police or Private) security?

no

2. Are there sanitary facilities (1 toilet per 50 quests) available?

yes

3. Are ample trash collection containers available?

yes

4. Who will empty the trash containers and will additional collection from the Town be required?

Casuarina members

5. Will you desire any street closures or will barricades be required?

no

6. Will you or other participants require electrical power sources?

no

7. Will any type of water supply be needed?

no

8. Will there be a need for vehicles on grassed areas?

no

9. Will there be temporary structures erected such as tents or awnings?

no

10. Will off-site parking be needed? Traffic control?

no

11. Will you be requesting a "Temporary Signs" permit from the Building Dept.?

Casuarina will supply signs

12. Will you request any special support or assistance from the Town?

no

13. Will you be requesting a "Civic Alcohol Permit" to sell beer and wine at the event?

no

**TOWN OF LANTANA  
SPECIAL EVENT PERMIT APPLICATION**

**HOLD HARMLESS AGREEMENT**

This AGREEMENT made this 6 day of January, 2025, by and between GFWC Casuarina Woman's Club, Inc (hereinafter referred to as APPLICANT,) and the Town of Lantana, Florida, (herein referred to as "TOWN".)

WHEREAS, APPLICANT affirms that all facts set forth in the application are true and correct and understands that the TOWN may impose reasonable conditions upon the permit in order to reduce adverse impacts and to protect the health, safety and welfare of all;

WHEREAS, APPLICANT further agrees to comply with the TOWN'S rules, regulations, and policies for the reasons set forth above; and the TOWN intends to approve APPLICANT'S request;

NOW THEREFORE, in consideration of the above, APPLICANT agrees to release, indemnify, and hold harmless the TOWN from any and all claims, including costs and attorney's fees incurred by the TOWN in defense of such claims, that may arise as a direct result of activities held by APPLICANT and APPLICANT'S participants during the duration of the event for which this permit is issued.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, including any addendum's attached hereto, on the date and year first written herein.

Rosemary A. Mouring  
(Applicant)

Rosemary A. Mouring

Print Name

President  
Title (Organization, Group, etc.)

\_\_\_\_\_  
(Witness)

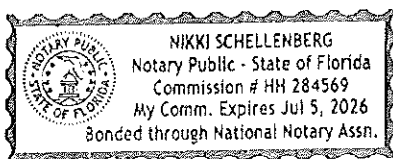
\_\_\_\_\_  
Print Name

STATE OF FLORIDA )

)ss:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2025 by Rosemary Mouring who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.



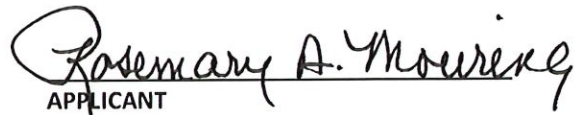
[Signature]  
Notary Public  
State of Florida

**TOWN OF LANTANA  
SPECIAL EVENT PERMIT APPLICATION**

**TOWN OF LANTANA  
RULES & REGULATIONS/POLICIES & PROCEDURES**

I have read and understood the following Town of Lantana Rules and Regulations for the Event Permit:

1. No alcoholic beverages allowed on/in any Town facilities at any time, except by specific approval granted by the Town Council.
2. A code of good conduct must be exhibited by all participants and enforced by APPLICANT.
3. APPLICANT is responsible for the set up and breakdown of the event. When the event is complete APPLICANT must clean up the facility/grounds, i.e. fold and stack tables and chairs, bag refuse and dispose of in dumpster, etc.
4. APPLICANT MUST provide the Town a signed hold harmless agreement and/or a certificate of comprehensive general liability insurance in the amount of \$1,000,000 listing the Town of Lantana as an additional insured. Applicants hosting an event that invites the general public to attend will be required to provide liability insurance in the amount listed above.
5. Groups who use Town property/facilities on a regularly scheduled basis (i.e. monthly meetings) MUST renew their Special Event Permit Application and provide the Town with a hold harmless agreement and/or certificate of comprehensive liability insurance in the amount of \$1,000,000 listing the Town of Lantana as an additional insured on or by January 1 of each year.
6. APPLICANT may be charged a fee for Town Personnel who may be needed to inspect, monitor and/or work the event such as a Building Official, Police Officer, or Public Works Employee.
7. The TOWN reserves the right to cancel any or all activities in part or full at any time if it is deemed in the best interest of the TOWN and the health, safety and welfare of its citizens or facilities.

  
APPLICANT

**TOWN OF LANTANA  
SPECIAL EVENT PERMIT APPLICATION**

**TOWN OF LANTANA USE ONLY**

Plan Review Committee meeting date: \_\_\_\_\_

1. Approved as Submitted

2. Approved with the following conditions:

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Permit Issued by: \_\_\_\_\_

Permit # \_\_\_\_\_

Fee: \_\_\_\_\_



## TOWN OF LANTANA

### Agenda Item Summary

**AGENDA ITEM No.:** 6a

**PREPARED BY:** Kathleen Dominguez, CMC, Town Clerk

**REVIEWED BY:** Brian K. Raducci, ICMA-CM, Town Manager

**MEETING DATE:** February 10, 2025

**AGENDA ITEM:** Consideration of Ordinance No. O-01-2025, amending Chapter 14 - Personnel, Article IV. – Pensions and Retirement, Division 3 – Firefighters' Pension Fund, at various sections to comply with changes contained in the Section 2.0 Secure Act and maintain consistency with changes to the Florida Retirement System. **Remarks: Second Reading**

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#### **ISSUE/BACKGROUND:**

Staff recommends consideration of Ordinance No. O-01-2025, in order to amend the Lantana Firefighter Pension Plan. The amendment extends the Deferred Retirement Option Program (DROP) participation period from five (5) to eight (8) years for firefighters still participating in the Pension Fund, aligning it with the Florida Retirement System (FRS).

This change, included in the recently ratified collective bargaining agreement between Palm Beach County and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., also incorporates updates to comply with Section 112.1816, Florida Statutes, and the SECURE 2.0 Act.

In accordance with the interlocal agreement between the Town and the County, the Palm Beach County Board of County Commissioners approved this amendment at their January 14, 2025, meeting.

The Town Attorney has reviewed and approved this ordinance for legal sufficiency. In addition, this ordinance was also discussed and unanimously approved on first reading at the January 27, 2025 Town Council meeting.

#### **ATTACHMENT(S):**

1. Ord-O-1-2025\_Firefighter\_Pension\_Amendments.docx
2. Board of Trustees 2023-11-21 8-Year DROP and Legal Changes (SECURE Act 2.0) Impact Statement.pdf

#### **SAMPLE MOTION:**

I move to (approve) (deny approval of) Ordinance No. O-01-2025 at second reading.

**ORDINANCE NO. O-01-2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 14. PERSONNEL. OF THE CODE OF ORDINANCES OF THE TOWN OF LANTANA AT ARTICLE IV. PENSIONS AND RETIREMENT. BY AMENDING DIVISION 3. FIREFIGHTERS' PENSION FUND. AT SECTIONS 14-106, 14-109, 14-114, AND 14-117 TO COMPLY WITH CHANGES CONTAINED IN THE SECURE 2.0 ACT AND MAINTAIN CONSISTENCY WITH CHANGES TO THE FLORIDA RETIREMENT SYSTEM; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 14. PERSONNEL. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE; A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS,** The Town of Lantana and Palm Beach County entered into the “Interlocal Agreement for Fire Protection and Emergency Medical Services by and between the Town of Lantana and Palm Beach County” (File No. R97-1073D) dated August 26, 1997, as supplemented by “Interlocal Agreement Implementing Section 6.D. of the Interlocal Agreement for Fire Protection and Emergency Medical Services by and between Palm Beach County and the Town of Lantana” (File No. R97-1252D) dated September 16, 1997 (the “Pension Interlocal”); and the Town entered into a new “Interlocal Agreement for Fire Protection and Emergency Medical services by and between the Town of Lantana and Palm Beach County” (File No. R2004-0364) dated February 24, 2004 (the “Current Interlocal”), which specifically renewed the terms of the Pension Interlocal at Section 6.C. of the Current Interlocal;

**WHEREAS,** the Board of Trustees of the Town of Lantana Firefighters’ Pension Fund have determined that certain of the amendments contained herein are necessary to ensure compliance with the Internal Revenue Code and continuation of the Fund’s tax-exempt status and that certain other amendments contained herein are necessary to maintain parity with the Florida Retirement System’s plan of benefits as modified by Ch. 2023-193, Laws of Florida;

**WHEREAS,** the Board of Trustees of the Town of Lantana Firefighters’ Pension Fund have determined that the amendments contained herein are in the best interest of the participants in the Firefighters’ Pension Fund, the Town of Lantana, and Palm Beach County and are either required in order to comply with the provisions of Chapter 175, Florida Statutes, or are necessary

to effectuate the purposes of the Firefighters' Pension Fund; and

**WHEREAS**, Section 9. of the Current Interlocal requires written consent from Palm Beach County prior to making changes to the Firefighters' Pension Fund ordinance and such consent for the above-referenced modifications was approved by the Board of County Commissioners at the meeting held on the 14th day of January, 2025.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, THAT:**

**Section 1:** Chapter 14. Personnel. of the Code of Ordinances of the Town of Lantana is hereby amended at Article IV, Pensions and Retirement. at Division 3. Firefighters' Pension Fund. at Section 14-106. Requirements for retirement—Defined benefit portion of the fund; benefits; limitation. by creating subsection 14-106(c)(3)(c) to read as follows:

**Sec. 14-106. – Requirements for retirement – Defined benefit portion of the fund; benefits limitation.**

(a) – (b) (These subsections shall remain in full force and effect as previously adopted.)

(c) *Disability retirement.*

(1) – (2) (These subsections shall remain in full force and effect as previously adopted.)

(3) Determination of disability. For purposes of this plan, a disability shall mean permanent and total disability as determined by the board of trustees, in accordance with the following standards:

a. – b. (These subsections shall remain in full force and effect as previously adopted.)

c. Subject to the requirements and limitations of Section 112.1816, Fla. Stat., if a firefighter is totally and permanently disabled due to cancer diagnosed on or after July 1, 2019, or circumstances that arise out of the treatment of such cancer, the disability shall be deemed by the board of trustees to have been directly caused by the performance of his or her duty as a firefighter.

(4) – (9) (These subsections shall remain in full force and effect as previously adopted.)

(d) *Death benefits.*

(1) Vested active member. For any deceased actively employed member who was eligible for normal or delayed retirement as of his date of death, (i.e. had at least ten (10) years

credited service) the benefit payable shall be that monthly amount which would have been payable had the deceased employee retired on the date of death, with the resulting benefit being payable to the beneficiary for ten (10) years.

If a firefighter dies prior to retirement, but has at least ten (10) years of contributing service, the beneficiaries are entitled to the benefits otherwise payable to the firefighter at early or normal retirement age, whichever is applicable. The death benefit shall not be payable on behalf of any member who is participating in the DROP.

Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

(e) – (h) (These subsections shall remain in full force and effect as previously adopted.)

**Section 2:** Chapter 14. Personnel. of the Code of Ordinances of the Town of Lantana is hereby amended at Article IV. Pensions and Retirement. at Division 3. Firefighters' Pension Fund. at Section 14-109. – Pension validity. such that Section 14-109 shall hereafter read as follows:

**Sec. 14-109. - Pension validity.**

The board of trustees shall have the power to examine into the facts upon which any pension shall have been granted or obtained erroneously, fraudulently, or illegally for any reason. The board is empowered to purge the pension rolls of any person granted a pension under proper or existing law or granted under this ordinance if the pension is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any pensioner who has under any prior or existing law or who shall hereafter under this ordinance be erroneously, improperly, or illegally classified. Any overpayments or under payments shall be corrected and paid or repaid in a reasonable manner determined by the board, with the board having discretion not to seek recovery of inadvertent overpayments from benefit recipients or other parties on a case by case basis consistent with, and as provided in, the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury or Internal Revenue Service.

**Section 3:** Chapter 14. Personnel of the Code of Ordinances of the Town of Lantana is hereby amended at Article IV. Pensions and Retirement. at Division 3. Firefighters' Pension Fund. at Section 14-114. – Lump sum payment of small retirement income. by amending Section 14-114 such that hereafter it shall read as follows:

**Sec. 14-114. - Lump sum payment of small retirement income.**

Notwithstanding any provision of the fund to the contrary, if the monthly retirement income payable to any person entitled to benefits hereunder is less than one hundred dollars (\$100.00) or if the single-sum value of the accrued retirement income is less than ~~five~~ seven thousand dollars (\$~~57~~,000.00) as of the date of retirement or termination of service, whichever is applicable, the board of trustees, in the exercise of its discretion, may specify that the actuarial equivalent of such retirement income be paid in lump sum.

**Section 4:** Chapter 14. Personnel. of the Code of Ordinances of the Town of Lantana is hereby amended at Article IV. Pensions and Retirement. at Division 3. Firefighters' Pension Fund. at subsection 14-117(a)(2), (b)(1), and (b)(3)c., such that Section 14-117 shall hereafter read as follows:

**Sec. 14-117. - Defined Retirement Option Plan (DROP).**

*(a) Eligibility to participate in the DROP.*

- (1) (This subsection shall remain in full force and effect as previously adopted.)
- (2) Total years of participation in the DROP may not exceed ~~five~~ eight (58) years.
- (3) – (4) (These subsections shall remain in full force and effect as previously adopted.)

*(b) Amounts payable upon election to participate in DROP.*

- (1) Monthly retirement benefits that would have been payable had the firefighter terminated employment and elected to receive monthly pension payments will be paid into the DROP - payments in to the DROP will be made monthly over the period the firefighter participates in the DROP, up to a maximum of ~~sixty~~ ninety-six (960) months.
- (2) (This subsection shall remain in full force and effect as previously adopted.)
- (3) Termination of employment. Upon termination of employment, firefighters in the DROP will receive the balance of his/her DROP account in accordance with the following rules; provided, however, that at all times the DROP shall be subject to the provisions of the Internal Revenue Code:
  - a. – b. (These subsections shall remain in full force and effect as previously adopted.)
  - c. Any form of payment selected by a firefighter must comply with the minimum distribution requirements of IRC Sec. 401(A)(9) (e.g., payments must commence by age seventy and one-half (70½) for a member who attained that age prior to December 31, 2019; 72 for a member who attained that age before January 1).

- d. – e. (These subsections shall remain in full force and effect as previously adopted.)
- (c) *Rollovers or transfers into the fund.* (This subsection shall remain in full force and effect as previously adopted.)

**Section 5:** Each and every other section and subsection of Chapter 14. Personnel. shall remain in full force as previously adopted.

**Section 6:** All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

**Section 7:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of the Ordinance.

**Section 8:** Specific authority is hereby granted to codify this Ordinance.

**Section 9:** This Ordinance is effective immediately upon adoption.

(The remainder of page of this is intentionally left blank.)

FIRST READING this 27<sup>th</sup> day of January, 2025.

SECOND AND FINAL READING this 10<sup>th</sup> day of February, 2025.

TOWN OF LANTANA

|       |       |                                         |
|-------|-------|-----------------------------------------|
| _____ | _____ | _____                                   |
| Aye   | Nay   | Mayor Karen Lythgoe                     |
| _____ | _____ | _____                                   |
| Aye   | Nay   | Vice Mayor Mark Zeitler                 |
| _____ | _____ | _____                                   |
| Aye   | Nay   | Vice Mayor Pro Tem Kem Mason            |
| _____ | _____ | _____                                   |
| Aye   | Nay   | Councilmember Lynn J. Moorhouse, D.D.S. |
| _____ | _____ | _____                                   |
| Aye   | Nay   | Councilmember Christopher Castle        |

ATTEST:

(SEAL)

\_\_\_\_\_  
Kathleen Dominguez, CMC, TOWN CLERK

Approved as to form and legal sufficiency.

\_\_\_\_\_  
R. Max Lohman, TOWN ATTORNEY



November 21, 2023

Siera Feketa, MBA  
Plan Administrator  
Foster & Foster, Inc.  
2503 Del Prado Blvd. S. Suite 502  
Cape Coral, Florida 33904

Attn: Board of Trustees

**Re: Actuarial Impact Statement**

Dear Siera:

Enclosed is an Impact Statement and Actuarial Cost Estimate for the Town of Lantana Firefighters' Pension Fund.

Please call if you have any questions regarding the calculations enclosed.

Respectfully submitted,  
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink, appearing to read "Brad Lee Armstrong". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brad Lee Armstrong, ASA, EA, FCA, MAAA

BLA:ah  
Enclosure

# **Town of Lantana Firefighters' Pension Fund**

## **Actuarial Impact Statement**

### **as of September 30, 2022**

#### **Description of Ordinance Changes**

- Subject to the requirements and limitations of Section 112.1816, Florida Statutes, if a firefighter is totally and permanently disabled due to cancer diagnosed on or after July 1, 2019, or circumstances that arise out cancer treatment, the disability will be considered a duty disability.
- Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).
- Any overpayments or under payments shall be corrected and paid or repaid in a reasonable manner determined by the board, with the board having discretion not to seek recovery of inadvertent overpayments from benefit recipients or other parties on a case by case basis consistent with, and as provided in, the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury or Internal Revenue Service.
- The Board of Trustees may specify that the actuarial equivalent of a retirement income of less than \$100 or a single lump-sum valued at less than \$7,000 be paid in lump sum.
- Total years of participation in the DROP may not exceed eight (8) years. Monthly payments may be made into the DROP for a maximum of ninety-six (96) months.
- Any form of payment selected by a firefighter must comply with the minimum distribution requirements of IRC Sec. 401(A)(9) (70½ for a member who attained that age prior to December 31, 2019; 72 for a member who attained that age before January 1 2023; 73 for a member who attains age 72 after December 31, 2022; or the applicable age as defined in Section 401(a)(9) of the code).

#### **Funding Implications of Amendments**

An actuarial cost estimate for the amendment is attached.

#### **Certification of Administrator**

The actuary has been furnished with a description of the Ordinance changes.

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X, of the Constitution of the State of Florida.

\_\_\_\_\_, Secretary  
Town of Lantana Firefighters' Pension Fund



# **Town of Lantana Firefighters' Pension Fund**

## **Actuarial Cost Estimate**

### **as of September 30, 2022**

#### **Data and Actuarial Assumptions**

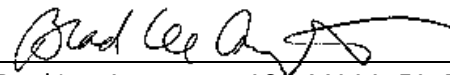
The data and actuarial assumptions used for the cost estimate were the same as used for the September 30, 2022 actuarial valuation.

#### **Description of Proposed Ordinance Changes**

- Subject to the requirements and limitations of Section 112.1816, Florida Statutes, if a firefighter is totally and permanently disabled due to cancer diagnosed on or after July 1, 2019, or circumstances that arise out cancer treatment, the disability will be considered a duty disability.
- Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).
- Any overpayments or under payments shall be corrected and paid or repaid in a reasonable manner determined by the board, with the board having discretion not to seek recovery of inadvertent overpayments from benefit recipients or other parties on a case by case basis consistent with, and as provided in, the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury or Internal Revenue Service.
- The Board of Trustees may specify that the actuarial equivalent of a retirement income of less than \$100 or a single lump-sum valued at less than \$7,000 be paid in lump sum.
- Total years of participation in the DROP may not exceed eight (8) years. Monthly payments may be made into the DROP for a maximum of ninety-six (96) months.
- Any form of payment selected by a firefighter must comply with the minimum distribution requirements of IRC Sec. 401(A)(9) (70½ for a member who attained that age prior to December 31, 2019; 72 for a member who attained that age before January 1 2023; 73 for a member who attains age 72 after December 31, 2022; or the applicable age as defined in Section 401(a)(9) of the code).

#### **Contribution Implications of the Ordinance Changes for the Fiscal Year Ending September 30, 2022**

The impact on contributions and liabilities is de minimis.

 11/21/2023  
Brad Lee Armstrong, ASA, MAAA, EA, FCA [23-5614]



## TOWN OF LANTANA

### Agenda Item Summary

**AGENDA ITEM No.:** 8a

**PREPARED BY:** Eddie Crockett, Public Services Director

**REVIEWED BY:** Brian K. Raducci, ICMA-CM, Town Manager

**MEETING DATE:** February 10, 2025

**AGENDA ITEM:** Consideration of Amendment No. 1 to CSA No. 2024-02 with Baxter & Woodman, Inc. authorizing additional design engineering services in the amount of \$49,343.72 for the Water Treatment Plant (WTP) Instrumentation and Controls Improvements (I&C) project.

---

#### **ISSUE/BACKGROUND:**

In May 2024, Town Council approved CSA 2024-02 with Baxter and Woodman (B&W) to upgrade existing obsolete control panels and instrumentation equipment at the existing WTP. During the plant-wide control systems review for the preliminary design report, it was recommended to include the design for the replacement of the controls for the High Service Pumps. The following additional design services pertain to the High Service Pump Room control panel (which was not originally included) and are now being recommended in order to maximize the efficiency and effectiveness of operations and to replace outdated controls equipment:

- Electrical and I&C engineering design coordination associated with Tonka (Ion Exchange Supplier) for the replacement of the existing control panel and interface with the existing Ion Exchange field equipment/instruments/devices and associated programming.
- Electrical demolition design associated with the obsolete MCC-A1 located within the HSP Building.
- Electrical and I&C engineering design associated with the replacement of the existing MCC-A1 with a new MCC-A1 located within the existing Electrical Building.
- Electrical design associated with the replacement of the existing limit switches for the three (3) transfer pumps.
- EDA shall make one (1) additional site visit throughout the design to obtain field information as needed.
- EDA shall provide electrical, instrumentation, and controls technical specifications for the required work.
- B&W shall furnish with the Bid Set, design drawings in PDF and native AutoCAD Version 2020 files, and technical specifications in PDF and .docx format for the Town's use in advertising for bids on "Demand Star".
- The Design team shall respond to Contractors' questions received during bidding and will assist in preparing addenda as required.

The proposed labor costs and associated expenses for Amendment No. 1 is \$49,343.72. Staff

recommends approval of the amendment. If approved, funding for this CSA will be provided from available reserves and will be included in a future FY 2024/25 Budget Amendment.

**ATTACHMENT(S):**

1. Amendment No. 1 CSA 2024-02 WTP I&C Improvements 2024.12.09\_Signed.pdf

**SAMPLE MOTION:**

I move to (approve) (deny approval of) Amendment No. 1 to CSA No. 2024-02 with Baxter & Woodman, Inc. authorizing additional design engineering services in the amount of \$49,343.72 and to authorize the Town Manager to execute the CSA and any amendments thereto.

**TOWN OF LANTANA  
BAXTER & WOODMAN, INC.  
CONSULTANT SERVICE AUTHORIZATION NO. 2024-02**

***Water Treatment Plant Instrumentation and Controls Improvements  
(Amendment No. 1) Additional Design Services***

Date: December 9, 2024

**CSA NO. 2024-02 FOR PROFESSIONAL CONSULTING SERVICES: Engineering services for design, permitting, and bidding services for the Town of Lantana Water Treatment Plant Instrumentation and Controls Improvements project.**

The Town of Lantana has entered into an engineering consulting services agreement entitled "Agreement for Professional Engineering Services" with Baxter & Woodman ("B&W") on the 12<sup>th</sup> day of March, 2001, as extended by a "First Addendum" dated February 27<sup>th</sup>, 2006, as amended by a "Second Addendum" dated November 27, 2006, as amended by a "Third Addendum" dated February 14, 2011, as amended by a "Fourth Addendum" dated January 25, 2016, as amended by a "Fifth Addendum" dated August 22, 2016, as amended by a "Sixth Addendum" dated September 9, 2019, and as amended by a "Seventh Addendum" dated March 12, 2021 and as amended by an "Eighth Addendum" dated March 22, 2022 (the "Agreement"). This B&W Services Authorization ("CSA") shall be performed under the terms and conditions described in that Agreement.

**PROJECT DESCRIPTION**

The Town of Lantana has observed the need to upgrade existing obsolete control panels and instrumentation equipment at the existing Water Treatment Plant (WTP), perform an overall evaluation of the existing instrumentation and controls (I&C) components, SCADA system, and review considerations for Cybersecurity based on EPA guidelines at the existing WTP.

It is also understood that there are several ongoing projects such as the Water Treatment Plant Resin Replacement and Improvements Project and the Water Treatment Plant High Service Pump Improvements project which include I&C and electrical upgrades. The I&C and electrical design upgrades provided in this scope are coordinated to facilitate these new projects as well the overall WTP. Consideration will be given for the provision of spare I/O modules, fiber/ethernet ports and spare conduits for the overall design.

The WTP processes currently include ten (10) existing raw water supply wells (3 on-site hard-wired wells, 1 off-site hard-wired well, and remote radio monitoring of 6 off-site wells), aeration, dual media filtration, backwash pond, clearwell, ion exchange softening, anion exchange, disinfection, two (2) ground storage tanks, and high service pumping systems. The existing WTP control system includes a Main Control Panel (MCP) within the Control Room (Allen-Bradley SLC-5/05 PLC); a desktop HMI computer within the Control Room; an A-B Remote I/O (SLC-5/05 type) within the HSP Room; Filter Control Panel with A-B SLC-5/05 PLC; Ion Exchange Control Panel with A-B SLC-5/05 PLC; an A-B Device Net Control Panel for communications with Backwash Pump VFDs/Starters, and Transfer Pump VFDs, and associated field devices. Existing WTP SCADA monitoring also includes remote monitoring of six (6) off-site raw water wells via radio telemetry system, the wastewater collection system (eighteen (18) off-site lift stations) via radio telemetry system, and three (3) stormwater pump stations (2 existing and 1 currently under construction) via radio telemetry system.

The objective of this scope of work is to design upgrades to the I&C components of the WTP. This will improve the daily operation of the system and facilitate overall improvements for the WTP. Amendment No. 1 includes additional design services for the items below:

- Electrical and I&C engineering design coordination associated with Tonka (Ion Exchange Supplier) for the replacement of the existing control panel and interface with the existing Ion Exchange field equipment/instruments/devices and associated programming.
- Electrical demolition design associated with the obsolete MCC-A1 located within the HSP Building.
- Electrical and I&C engineering design associated with the replacement of the existing MCC-A1 with a new MCC-A1 located within the existing Electrical Building.
- Electrical design associated with the replacement of the existing limit switches for the three (3) transfer pumps.
- EDA shall make one (1) additional site visit throughout the design to obtain field information as needed.
- EDA shall provide electrical, instrumentation, and controls technical specifications for the required work.

### **SCOPE OF SERVICES**

#### **Task 0: Preliminary Design Phase (PDR)**

##### **Task 0.1 Final PDR Report**

- The final PDR report has already been completed and includes recommendations and an Opinion of Probable Construction Costs associated with the additional work in Amendment No. 1.

#### **Task 1: Additional Design Services**

The below additional design services are recommended based on the findings of the PDR and meetings between the design team and Town.

##### **Task 1.0 Additional Design Services**

- Electrical and I&C engineering design coordination associated with Tonka (Ion Exchange Supplier) for the replacement of the existing control panel and interface with the existing Ion Exchange field equipment/instruments/devices and associated programming.
- Electrical demolition design associated with the obsolete MCC-A1 located within the HSP Building.
- Electrical and I&C engineering design associated with the replacement of the existing MCC-A1 with a new MCC-A1 located within the existing Electrical Building.
- Electrical design associated with the replacement of the existing limit switches for the three (3) transfer pumps.
- EDA shall make one (1) additional site visit throughout the design to obtain field information as needed.
- EDA shall provide electrical, instrumentation, and controls technical specifications for the required work.

**Task 1.1**      *75% – Design Submittal*

- Deliverables shall include drawings, technical specifications and an opinion of probable construction cost.
- B&W Design Team shall attend a design review meeting to review Town comments.

**Task 1.2**      *100% – Design Submittal*

- Based upon comments received the B&W design team shall proceed to the 100% submittal.
- Deliverables shall include drawings, technical specifications, front end documentation and an opinion of probable construction cost.
- B&W design team shall meet with the Town to discuss comments on the 100% submittal.

**Task 1.3**      *Bid Set – Design Submittal*

- B&W shall furnish with the Bid Set, design drawings in PDF and native AutoCAD Version 2020 files and technical specifications in PDF and .docx format for the Town's use in advertising for bids on "Demand Star".

**Task 2:**      ***Additional Permitting Services***

The Design team shall prepare documents for submittal to the Town of Lantana Building Department and shall respond to comments raised by the permitting agencies.

**Task 3:**      ***Bidding Services***

The Design team shall respond to Contractors questions received during bidding and will assist in preparing addenda as required.

**ASSUMPTIONS**

1. The Town shall be responsible to pay for all permit application fees.
2. Town personnel will assist in field verification of affected existing Town facilities.
3. Town is responsible for safety of staff onsite.
4. Construction administration and inspection services are not included.
5. AutoCAD base drawings provided for the 2004 WTP Design Project and subsequent plant improvement projects shall be utilized to prepare base drawings for this project. No additional topographic survey or field measurements of treatment units, piping, building layouts, conduit, and wiring will be obtained.
6. Fire alarm or suppression systems are not included in this design. It is assumed these systems are not required as a part of this design because the improvements are being made to existing buildings. If the Town of Lantana Building Department and PBC fire Rescue determine that fire alarm or suppression system are required, B&W shall provide a proposal for the design based on comments provided.

## **CONTRACT PERFORMANCE**

Proposed fees and schedule for completion of tasks listed above are summarized below.

### **COMPLETION DATES**

The proposed revised schedule for Amendment No. 1 :

| Amendment No. 1 |                                                    |                              |                            | Revised<br>Schedule:<br>12/09/24 |
|-----------------|----------------------------------------------------|------------------------------|----------------------------|----------------------------------|
| Task No.        | Task                                               | Day & Date                   | Time per<br>Task<br>(Days) | Cumulative<br>Duration<br>(days) |
| 0               | NTP                                                | Monday, June 10, 2024        |                            | 0                                |
| 1               | Preliminary Design<br>Phase (PDR<br>Complete)      | Sunday, September 8, 2024    | 90                         | 90                               |
| N/A             | Amendment No. 1 -<br>Additional Design<br>Services | Wednesday, December 18, 2024 | 101                        | 191                              |
| 2.1             | 75% Submittal                                      | Sunday, February 16, 2025    | 60                         | 251                              |
| 2.2             | 100% Submittal                                     | Thursday, April 17, 2025     | 60                         | 311                              |
| 2.3             | Bid Set Submittal                                  | Saturday, May 17, 2025       | 30                         | 341                              |
| 3               | Permitting<br>Application                          | Saturday, May 17, 2025       | 0                          | 341                              |
| 4               | Bidding Services                                   | Wednesday, July 16, 2025     | 60                         | 401                              |
|                 |                                                    |                              |                            |                                  |
|                 |                                                    |                              | Total Time<br>(Days):      | 401                              |

\*101 days have been added to the schedule under Amendment No.1 to investigate, discuss and design the additional services detailed above.

### **SUMMARY OF PROPOSED FEES**

The proposed labor costs and associated expenses for Amendment No. 1 is **\$49,343.72 (Lump Sum)**. Refer to **Attachment A (Amendment No. 1)** for a breakdown.

**ATTACHMENT A**  
**Town of Lantana**  
*Water Treatment Plant Instrumentation and Controls Improvements*  
*(Amendment No. 1)*  
**Baxter & Woodman, Inc. Fee Table**

Updated 12/9/2024

| Task No. | Task Description                                   | Labor Classification and Hourly Rates |                                |                        |                                    |                                  |                     |                   | Sub-Consultant Services |
|----------|----------------------------------------------------|---------------------------------------|--------------------------------|------------------------|------------------------------------|----------------------------------|---------------------|-------------------|-------------------------|
|          |                                                    | Principal Engineer<br>\$178.61        | Senior Engineer II<br>\$162.37 | Engineer I<br>\$124.49 | Electrical II Engineer<br>\$162.37 | Senior Engineer Tech<br>\$119.07 | Clerical<br>\$75.78 | Total Labor       |                         |
| <b>1</b> | <b>Additional Design Services</b>                  |                                       |                                |                        |                                    |                                  |                     |                   | \$ 31,947.54            |
| 1.1      | Project Management                                 |                                       | 20                             |                        |                                    |                                  |                     | \$3,247.40        |                         |
| 1.2      | 75% Design Submittal                               |                                       |                                |                        | 4                                  |                                  |                     | \$649.48          |                         |
| 1.3      | 100% Design Submittal                              |                                       |                                |                        | 4                                  |                                  |                     | \$649.48          |                         |
| 1.4      | Bid Set Final Submittal                            |                                       | 4                              |                        | 4                                  |                                  |                     | \$1,298.96        |                         |
|          |                                                    |                                       |                                |                        |                                    |                                  |                     | \$0.00            |                         |
|          | <b>Subtotal</b>                                    | <b>0</b>                              | <b>24</b>                      | <b>0</b>               | <b>12</b>                          | <b>0</b>                         | <b>0</b>            | <b>\$5,845.32</b> | <b>\$31,947.54</b>      |
| <b>2</b> | <b>Additional Permitting Services</b>              |                                       | 2                              |                        | 2                                  |                                  |                     |                   | \$1,940.00              |
|          |                                                    |                                       |                                |                        |                                    |                                  |                     | \$0.00            |                         |
|          | <b>Subtotal</b>                                    | <b>0</b>                              | <b>2</b>                       | <b>0</b>               | <b>2</b>                           | <b>0</b>                         | <b>0</b>            | <b>\$0.00</b>     | <b>\$1,940.00</b>       |
| <b>3</b> | <b>Additional Bidding Services</b>                 |                                       | 8                              |                        | 8                                  |                                  |                     |                   | \$2,704.28              |
|          |                                                    |                                       |                                |                        |                                    |                                  |                     |                   |                         |
|          | <b>Subtotal</b>                                    | <b>0</b>                              | <b>8</b>                       | <b>0</b>               | <b>8</b>                           | <b>0</b>                         | <b>0</b>            | <b>\$0.00</b>     | <b>\$2,704.28</b>       |
|          |                                                    |                                       |                                |                        |                                    |                                  |                     |                   |                         |
|          | Labor Subtotal Hours                               | 0                                     | 34                             | 0                      | 22                                 | 0                                | 0                   |                   |                         |
|          | Labor Subtotal Costs                               | \$0.00                                | \$5,520.58                     | \$0.00                 | \$3,572.14                         | \$0.00                           | \$0.00              | \$5,845.32        | \$36,591.82             |
|          | <b>Labor Total Costs</b>                           | <b>\$9,092.72</b>                     |                                |                        |                                    |                                  |                     |                   |                         |
|          | Subconsultant Costs Total                          | \$36,591.82                           |                                |                        |                                    |                                  |                     |                   |                         |
|          | Subconsultant Multiplier                           | 1.1                                   |                                |                        |                                    |                                  |                     |                   |                         |
|          | <b>Subconsultant Total</b>                         | <b>\$40,251.00</b>                    |                                |                        |                                    |                                  |                     |                   |                         |
|          | Reimbursable Expenses (printing, postage, mileage) | \$0.00                                |                                |                        |                                    |                                  |                     |                   |                         |
|          |                                                    |                                       |                                |                        |                                    |                                  |                     |                   |                         |
|          | <b>Project Total (Lump Sum)</b>                    | <b>\$49,343.72</b>                    |                                |                        |                                    |                                  |                     |                   |                         |

The Consultant may not commence work on any Consultant Service Authorization approved by the Town without a further written notice to proceed.

Approved by:

TOWN OF LANTANA

BAXTER & WOODMAN, INC.

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

Date: 12/17/2024  
[Signature]

\_\_\_\_\_  
Town Manager

Rebecca Travis, P.E., Exec. Vice President

Attest: [Signature]

Attest: \_\_\_\_\_

\_\_\_\_\_  
Reviewed by: Town Attorney

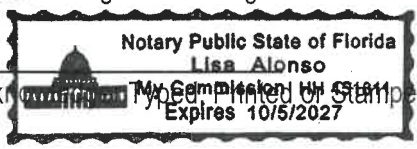
State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2024 by Rebecca Travis, Executive Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License \_\_\_\_\_ and (did/did not) take an oath.

[Signature]  
Signature of person taking Acknowledgement

Signature of Acknowledged Party: \_\_\_\_\_  
Notarized or Stamped:





November 5, 2024

Mr. Jake Hurley, P.E.  
Baxter & Woodman  
1601 Forum Place, Suite 400  
West Palm Beach, Florida 33401

Re: Water Treatment Plant PLC and MCC Upgrades – Additional Design Services  
Town of Lantana, Florida

Dear Mr. Hurley:

We are pleased to submit our proposal for additional electrical and instrumentation engineering services for the above project. The following serves to provide an overview of the engineering services Electrical Design Associates, Inc. (EDA) intends to furnish on the above referenced project to Baxter and Woodman (BW). Your signature on this agreement will serve as your letter of intent. Our services shall include completed drawings for the work, specifications and opinion of probable construction cost (OPCC) estimate covering all phases of our design in accordance with a format determined by you.

This proposal is in addition to our proposal BW-24-003D.Rev1, dated February 9, 2024.

Our additional electrical and I&C design work scope shall include the following as outlined below:

**Scope of Services:**

**Task 1 – Additional Design Services:**

1. Electrical and I&C engineering design coordination associated with Tonka (Ion Exchange Supplier) for replacement of the existing control panel and interface with the existing Ion Exchange field equipment/instruments/devices and associated programming.
2. Electrical demolition design associated with the obsolete MCC-A1 located within the HSP Building.
3. Electrical and I&C engineering design associated with replacement of existing MCC-A1 with a new MCC-A1 located within the existing Electrical Building.
4. Electrical design associated with replacement of the existing limit switches for the three (3) transfer pumps.
5. EDA shall make one (1) additional site visit throughout design to obtain field information as needed.

6. Construction Services and Construction Certifications are not included in the Scope of Work. They will be provided under a subsequent Scope of Work if requested by the Town.
7. Drawings: Base site plan drawings shall be prepared by BW and provided to EDA for completion of electrical engineering work required to finalize the drawings. Electrical plan views shall be prepared by EDA.
8. Specifications: EDA shall provide electrical, instrumentation and controls specification sections required for the project.
9. Deliverables:
  - a. 75%, 100%, and Bid Set Submittals to include Drawings, Specifications and OPCC. EDA shall submit one (1) hard copy and one (1) electronic copy (PDF drawings and specifications) of plans, technical specifications, and opinion of probable construction cost to BW. Additional reproduction by others.
  - b. Bid Documents: EDA shall submit final electronic copies of the plans (in AutoCAD 2019 format and PDF), specifications (in MS Word and PDF), cost opinion (in PDF).

**Task 2 – Additional Permitting Services:**

1. EDA shall assist BW in the preparation of documents for the submittal of the permit application to the Building Department. Submittal and permit application shall be by others. EDA shall provide signed and sealed sets for the Building Department and assist in answering any comments raised by the permitting agency.
2. Any additional permit assistance required beyond the above will be considered as outside the scope of this proposal.

**Task 3 – Additional Bidding Services:**

1. EDA shall prepare responses to Contractor questions received during the bidding comment period and prepare addenda as required.

**Assumptions:**

EDA has made the following assumptions in the development of this scope of services:

1. BW/Town will provide EDA with electronic versions of required documents in PDF and/or AutoCAD/Word files for review/use.
2. All meetings will be at the WTP site. Travel time is included in the estimated budget.
3. All drawings will be prepared in AutoCAD v. 2019 format.

4. Construction Services and Construction Certifications are not included in the Scope of Work. They will be provided under a subsequent Scope of Work if requested by the Town.

**Schedule of Delivery:**

Time periods to perform the professional services are estimated as follows:

**SCHEDULE FOR PROFESSIONAL SERVICES**

| <b>Task Name</b>                                          | <b>Estimated Duration<sup>(1)</sup></b> |
|-----------------------------------------------------------|-----------------------------------------|
| Task 1 – Additional Design Services – 75% Submittal       | Same as Original – No Change            |
| Task 1 – Additional Design Services – 100% Submittal      | Same as Original – No Change            |
| Task 1 – Additional Design Services – Bid Set Submittal   | Same as Original – No Change            |
| Task 2 – Additional Permitting Services – See BW Proposal | See BW Proposal                         |
| Task 3 – Additional Bidding Services – See BW Proposal    | See BW Proposal                         |

*Notes: 1) This schedule assumes a 10-day review time by Town of all deliverables. The schedule will be adjusted/extended as needed should there be a delay in receiving the required information from the Town.*

**SUPPLEMENTAL SERVICES** - Any work requested by the Town that is not included in one of the items listed in any other phase will be classified as supplemental services.

Travel to and from the site and other direct costs are included in the overhead rate and will not be billed as a separate line item. The attached spreadsheet provides an estimate of our anticipated work effort. Our fee for this work shall be lump sum and shall be billed monthly based on percentage of completion. Our fee shall be payable as follows:

|                                         |                     |
|-----------------------------------------|---------------------|
| Task 1 – Additional Design Services     | \$ 31,947.54        |
| Task 2 – Additional Permitting Services | \$ 1,940.00         |
| Task 3 – Additional Bidding Services    | \$ 2,704.28         |
| <b>Total:</b>                           | <b>\$ 36,591.82</b> |

Very truly yours,



Dameion Donaldson, P.E.

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

| Water Treatment Plant PLC and MCC Upgrades - Additional Design Services<br>Town of Lantana, Florida<br>Estimate of Work Effort & Fee |             |             |                 |              |             |             |                 |              |                |             | Date: 11/5/2024 |              |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-----------------|--------------|-------------|-------------|-----------------|--------------|----------------|-------------|-----------------|--------------|
|                                                                                                                                      | Principal   |             | Senior Engineer |              | Engineer    |             | Cadd Technician |              | Clerical/Admin |             |                 |              |
|                                                                                                                                      | Hourly Rate | \$230.88    | Hourly Rate     | \$200.10     | Hourly Rate | \$153.92    | Hourly Rate     | \$118.40     | Hourly Rate    | \$86.73     | Totals          |              |
|                                                                                                                                      | man-hours   | Total       | man-hours       | Total        | man-hours   | Total       | man-hours       | Total        | man-hours      | Total       | man-hours       | Total        |
| Task 1 - Additional Design Services:                                                                                                 |             |             |                 |              |             |             |                 |              |                |             |                 |              |
| 75% Submittal                                                                                                                        |             |             |                 |              |             |             |                 |              |                |             |                 |              |
| Site Visit                                                                                                                           | 0           | \$ -        | 4               | \$ 800.40    | 4           | \$ 615.68   | 0               | \$ -         | 0              | \$ -        | 8               | \$ 1,416.08  |
| Design                                                                                                                               | 4           | \$ 923.52   | 30              | \$ 6,003.00  | 20          | \$ 3,078.40 | 48              | \$ 5,683.20  | 0              | \$ -        | 102             | \$ 15,688.12 |
| Specifications/Opinion of Costs                                                                                                      | 1           | \$ 230.88   | 4               | \$ 800.40    | 2           | \$ 307.84   | 0               | \$ -         | 2              | \$ 173.46   | 9               | \$ 1,512.58  |
| Subtotal:                                                                                                                            | 5           | \$ 1,154.40 | 38              | \$ 7,603.80  | 26          | \$ 4,001.92 | 48              | \$ 5,683.20  | 2              | \$ 173.46   | 119             | \$ 18,616.78 |
| 100% Submittal                                                                                                                       |             |             |                 |              |             |             |                 |              |                |             |                 |              |
| Design                                                                                                                               | 3           | \$ 692.64   | 12              | \$ 2,401.20  | 8           | \$ 1,231.36 | 20              | \$ 2,368.00  | 0              | \$ -        | 43              | \$ 6,693.20  |
| Specifications/Opinion of Costs                                                                                                      | 1           | \$ 230.88   | 2               | \$ 400.20    | 1           | \$ 153.92   | 0               | \$ -         | 2              | \$ 173.46   | 6               | \$ 958.46    |
| Subtotal:                                                                                                                            | 4           | \$ 923.52   | 14              | \$ 2,801.40  | 9           | \$ 1,385.28 | 20              | \$ 2,368.00  | 2              | \$ 173.46   | 49              | \$ 7,651.66  |
| Bid Set Submittal                                                                                                                    |             |             |                 |              |             |             |                 |              |                |             |                 |              |
| Design                                                                                                                               | 2           | \$ 461.76   | 8               | \$ 1,600.80  | 8           | \$ 1,231.36 | 14              | \$ 1,657.60  | 0              | \$ -        | 32              | \$ 4,951.52  |
| Specifications/Opinion of Costs                                                                                                      | 0           | \$ -        | 2               | \$ 400.20    | 1           | \$ 153.92   | 0               | \$ -         | 2              | \$ 173.46   | 5               | \$ 727.58    |
| Subtotal:                                                                                                                            | 2           | \$ 461.76   | 10              | \$ 2,001.00  | 9           | \$ 1,385.28 | 14              | \$ 1,657.60  | 2              | \$ 173.46   | 37              | \$ 5,679.10  |
| Task 1 - Additional Design Services Total:                                                                                           | 11          | \$ 2,539.68 | 62              | \$ 12,406.20 | 44          | \$ 6,772.48 | 82              | \$ 9,708.80  | 6              | \$ 520.38   | 205             | \$ 31,947.54 |
| TASK 2 - Additional Permitting Services                                                                                              | man-hours   | Total       | man-hours       | Total        | man-hours   | Total       | man-hours       | Total        | man-hours      | Total       | man-hours       | Total        |
| Permitting / Response to Questions                                                                                                   | 1           | \$ 230.88   | 3               | \$ 600.30    | 3           | \$ 461.76   | 4               | \$ 473.60    | 2              | \$ 173.46   | 13              | \$ 1,940.00  |
| Task 2 - Add. Permitting Services Total:                                                                                             | 1           | \$ 230.88   | 3               | \$ 600.30    | 3           | \$ 461.76   | 4               | \$ 473.60    | 2              | \$ 173.46   | 13              | \$ 1,940.00  |
| TASK 3 - Additional Bidding Services                                                                                                 | man-hours   | Total       | man-hours       | Total        | man-hours   | Total       | man-hours       | Total        | man-hours      | Total       | man-hours       | Total        |
| Addenda Preperation                                                                                                                  | 1           | \$ 230.88   | 4               | \$ 800.40    | 4           | \$ 615.68   | 6               | \$ 710.40    | 4              | \$ 346.92   | 19              | \$ 2,704.28  |
| Task 3 - Add. Bidding Services Total:                                                                                                | 1           | \$ 230.88   | 4               | \$ 800.40    | 4           | \$ 615.68   | 6               | \$ 710.40    | 4              | \$ 346.92   | 19              | \$ 2,704.28  |
| Total:                                                                                                                               | 13          | \$ 3,001.44 | 69              | \$ 13,806.90 | 51          | \$ 7,849.92 | 92              | \$ 10,892.80 | 12             | \$ 1,040.76 | 237             | \$ 36,591.82 |



## TOWN OF LANTANA

### Agenda Item Summary

**AGENDA ITEM No.:** 8b

**PREPARED BY:** Jerry Darr, Assistant Utilities Director

**REVIEWED BY:** Brian K. Raducci, ICMA-CM, Town Manager

**MEETING DATE:** February 10, 2025

**AGENDA ITEM:** Consideration of entering into a contract with Odyssey Manufacturing Co. ("Odyssey") by piggybacking the City of Pompano Beach's contract for the purchase and installation of two (2) chlorine tanks in the amount of \$35,650. Funding for this project was approved in the FY 2024/25 Water and Sewer Utility Fund Capital Budget.

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#### **ISSUE/BACKGROUND:**

In the FY 2024/25 Water and Sewer Utility Fund Capital Budget, Town Council approved the proactive replacement of the two (2) chlorine tanks at the Water Treatment Plant. Both of the current tanks were originally installed in 2013 and are nearing the end of their expected life cycle of 8 – 11 years. In response, staff recommends contracting with Odyssey to perform the work under a "piggyback arrangement" with the City of Pompano Beach's chemical system maintenance contract in the amount of \$35,650. The cost includes the installation of two (2) new chlorine tanks and the associated hardware and the removal of the existing infrastructure. You may recall that quite recently, the Town successfully utilized Odyssey, under the same agreement, to replace a brine tank and chemical feed equipment.

The piggyback agreement with the City of Pompano Beach is on file with the Town Clerk and available for inspection upon request.

#### **ATTACHMENT(S):**

1. Odyssey\_Manufacturing\_Piggyback\_Agreement\_for\_WTP\_two\_4200-gallon\_sodium\_hypochlorite\_tank\_Replacement\_.docx
2. Proposal Letter from Odyssey dated 12-26-24.pdf

#### **SAMPLE MOTION:**

I move to (approve) (deny) the contract with Odyssey Manufacturing Co. by piggybacking the City of Pompano Beach's contract in the amount of \$35,650 in the aggregate and authorize the Town Manager to execute same and any amendments thereto.

## **PIGGYBACK AGREEMENT FOR SODIUM HYPOCHLORITE TANK REPLACEMENT**

("Agreement") is made and entered into this \_\_\_\_\_ day of February, 2025 ("Effective Date") by and between the Town of Lantana, Florida ("Town") whose address is 500 Greynolds Circle, Lantana, Florida 33462, and Odyssey Manufacturing Co., a Delaware corporation authorized to do business in Florida ("Odyssey") whose principal address is 1484 Massaro Boulevard, Tampa, Florida 33619.

|                         |
|-------------------------|
| <b><i>WITNESSET</i></b> |
|-------------------------|

WHEREAS, the Town's existing two 4200-gallon sodium hypochlorite tanks has reached the end life of 12 years at the Town's Water Treatment Plant ("WTP"); and

WHEREAS, the Palm Beach County Department of Health requires that the Town maintain the disinfection process at all times the tanks could reach failure; and

WHEREAS, on November 14, 2022 the City of Pompano entered into a contract for chemical system maintenance with Odyssey Manufacturing Co. pursuant to RFQ E-19-22 ("Pompano Contract"), which is incorporated herein and made a part hereof by reference; and

WHEREAS, on December 26, 2024, Odyssey submitted a proposal to the Town for WTP two (2) - 4200-gallon sodium hypochlorite tank Replacement, through which Odyssey proposes a new two (2) - 4200-gallon sodium hypochlorite tank; and

WHEREAS, the Town desires to enter into this Agreement with Odyssey for the installation two 4200-gallon sodium hypochlorite tanks by piggy-backing off of the City of Pompano's chemical system maintenance contract; and

WHEREAS, Odyssey has agreed to honor the prices and terms and conditions of the Pompano Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated herein.

SECTION 2. The terms and conditions of this Agreement shall include the terms and conditions of the Pompano Contract, City of Pompano's RFQ E-19-22, Odyssey's Response to the City of

Pompano's RFQ, and all documentation required thereunder, all of which is incorporated herein and made a part hereof by reference ("Pompano Contract Documents") and Odyssey's Proposal to the Town for two (2) - 4200-gallon sodium hypochlorite tank, dated December 26, 2024, which is attached hereto as Exhibit A. Both parties hereby agree and acknowledge that this Agreement, together with the incorporated and the attached documents and all bonds or insurance documents referencing the "Town of Lantana" pursuant to the RFQ's requirements, shall constitute the entire Agreement.

SECTION 3. Notice as required by this Agreement shall be sufficient when sent by overnight courier or hand delivered to the parties at the following addresses:

|                                      |                           |
|--------------------------------------|---------------------------|
| <b>Town:</b>                         | <b>Contractor:</b>        |
| Town of Lantana                      | Odyssey Manufacturing Co. |
| 500 Greynolds Circle                 | 1484 Massaro Boulevard    |
| Lantana, Florida 33462               | Tampa, Florida 33619      |
| Attn: Brian K. Raducci, Town Manager | Attn: Patrick H. Allman   |

SECTION 4. The Town may terminate this agreement with or without cause by providing thirty (30) days written notice to Odyssey. In the event of any such termination, so long as Odyssey is not in material breach of this Agreement, Odyssey shall be paid for all work performed to the Town's reasonable satisfaction up to the date of such termination. All other termination provisions shall be as set forth in the Pompano Contract.

SECTION 5. Pursuant to Chapter 119, *Florida Statutes*, Odyssey shall comply with the public records law by keeping and maintaining public records required by the Town of Lantana in order to perform the service. Upon request from the Town of Lantana's custodian of public records, Odyssey shall provide the Town of Lantana 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 Chapter 119, *Florida Statutes* or as otherwise provided by law. Odyssey shall ensure that 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 contract term and following completion of the contract. If the Odyssey does not transfer the records to the Town of Lantana, Odyssey upon completion of the contract, shall transfer, at no cost, to the Town of Lantana all public records in possession of the Odyssey or keep and maintain public records required by the Town of Lantana in order to perform the service. If the Odyssey transfers all public records to the Town of Lantana upon completion of the contract, the Odyssey shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Odyssey keeps and maintains public records upon completion of the contract, the Odyssey shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Lantana, upon request from the Town of Lantana's custodian of public records, in a format that is compatible with the information technology systems of the Town of Lantana.

**IF ODYSSEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ODYSSEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE  
TOWN CLERK LOCATED AT 500 GREYNOLDS CIRCLE,  
LANTANA, FLORIDA 33463, PHONE NUMBER (561) 540-5000,  
EMAIL: KDOMINGUEZ@LANTANA.ORG**

SECTION 6. Notwithstanding any conflicting terms or provisions contained in the Pompano Contract Documents or set forth in any exhibit attached hereto, jurisdiction and venue for any dispute related to this Agreement shall lie in a court of competent jurisdiction in Palm Beach County, Florida. Additionally, in the event any dispute resolution proceeding related to this Agreement is commenced, each party shall bear its own attorneys' fees and costs, including fees and costs on appeal.

SECTION 7. If any terms or conditions as set forth in this Agreement, the Pompano Contract, RFQ E-19-22, Odyssey's Response thereto and/or Odyssey's Proposal to the Town should be in conflict, the terms and conditions set forth in this Agreement shall prevail, then Odyssey's Proposal to the Town, then the Pompano Contract, then Pompano's RFQ E-19-22, and then the Contractor's Response thereto, in that order.

SECTION 8. The term of this Agreement shall be from the Effective Date until the Work contemplated herein has achieved final completion. Products, parts and supplies may be procured by Odyssey immediately following the Effective Date. Payment to Odyssey for will be made upon delivery of same to the Town onsite at the WTP.

SECTION 9. The time to achieve substantial and final completion of the Work will be set forth in the Notice to Proceed, which will be issued within 10 business days of Odyssey taking physical possession of the two 4200-gallon sodium hypochlorite tanks, which is the subject of this Agreement.

**TOWN OF LANTANA:**

**Odyssey Manufacturing Co.**

\_\_\_\_\_  
**Brian K. Raducci, Town Manager**

\_\_\_\_\_  
**Patrick H. Allman, General Manager**

**ATTEST:**

\_\_\_\_\_  
**Kathleen Dominguez, Town Clerk**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

\_\_\_\_\_  
**R. Max Lohman, Town Attorney**



December 26, 2024

Mr. Jerry Darr  
Utilities Assistant Director  
Town of Lantana Water Plant  
510 West Pine Street  
Lantana, FL 33462

Re: SODIUM HYPOCHLORITE TANK REPLACEMENT

Dear Jerry,

As a follow-up to your request, Odyssey Manufacturing Co. ("Odyssey") is pleased to provide this proposal to replace the existing sodium hypochlorite tanks at the Town of Lantana Water Treatment Plant. As you know, the existing tanks are Assmann 4,200-gallon single-walled HDLPE tanks which measure 96" in diameter and are 152" tall. The tanks sit up on 6" high concrete octagon housekeeping pads which measure approximately 10' across inside a large concrete containment. Per our discussion, the average life of these tanks in sodium hypochlorite service is approximately 8 – 11 years. Thus, we would recommend budgeting to replace the tanks in FY 2026.

Odyssey proposes to furnish and install two HDLPE Assmann 4,200-gallon single-walled tanks. The tanks are rated for 1.9 specific gravity and for use with sodium hypochlorite. The tanks measure 96" in diameter and are 152" tall. The tanks will have a 2" hard-piped fill line, a 4" u-vent run, a 4" flanged connection for an ultrasonic level sensor and a 24" safe surge or pop-up manway on top of the tank. The bottom sidewall fitting is a 1 ½" flanged fitting with titanium encapsulated bolts. There is a 1 ½" valve on this fitting connected to a "T" which feeds a 1" union and a ½" isolation valve. The isolation valve feeds a ½" sight-glass. The union feeds a 5' section of flexible PVC to another isolation valve to a 1 ½" section to tie into a common header inside the containment. We will tie this common header into the existing piping that leaves the containment. All piping shall be Schedule 80 PVC. All valves shall be Asahi Type 21 true-union ball valves with viton o-rings. As part of our supply, we will supply SS316 tiedowns for each tank that are rated for 160 mph winds. Additionally, the tanks will have a 2" foam insulation with a white mastic over the foam to protect the tank and hypochlorite from UV and heat degradation. The insulation typically saves about 3% per year on sodium hypochlorite usage (which in Lantana's case is about \$3,800 per year) and typically adds one to two years to the life of the tanks. If you have ultrasonic level sensors, we will transfer them over to the new tank. Otherwise, the tanks have the fitting in the top in case you ever want to install them.

The tanks will have a three-year parts and labor warranty from Odyssey and a limited three-year parts only warranty from the manufacturer. The cost of to perform the work and properly

dispose of the existing tanks and piping, and to furnish and install the two new tanks and associated piping is \$35,650 as broken down below:

|                                 |           |
|---------------------------------|-----------|
| 2 – 4,200-gallon Tanks@\$8,650  | \$ 17,300 |
| 2 – 2" Insulation Adder@\$3,550 | \$ 7,100  |
| Lot – Shipping                  | \$ 3,900  |
| Lot - Miscellaneous Piping      | \$ 1,650  |
| Lot – 6K Lull Equipment Rental  | \$ 900    |
| 2 – Tank Disposal@\$750 each    | \$ 1,500  |
| 20 hrs Technician@\$105/hr      | \$ 2,100  |
| 20 hrs Helper@\$60/hr           | \$ 1,200  |
| -----                           |           |
| Total                           | \$ 35,650 |

Note: Deduct \$7,100 for a total of \$28,550 if you do not want the insulation.

Odyssey is a licensed plumbing and general contractor and has installed several thousand chemical tanks in Florida over the past twenty years including four for the Town of Lantana in the past. For example, in southeast Florida, we have installed the following tanks in the past five years alone: We would propose to perform the work under a "piggyback arrangement" with the City of Pompano Beach chemical system maintenance contract which the Town of Lantana has used in the past to replace their chemical feed equipment and brine tank.

Thanks for your consideration. Please let me know if you want to proceed. I can be reached at (813) 635-0339 or cell phone (813) 335-3444.

Sincerely,



Patrick H. Allman  
General Manager



## **TOWN OF LANTANA**

### **Agenda Item Summary**

**AGENDA ITEM No.:** 8c

**PREPARED BY:** Stephen Kaplan, Finance Director

**REVIEWED BY:** Brian K. Raducci, ICMA, CM, Town Manager

**MEETING DATE:** February 10, 2025

**AGENDA ITEM:** Consideration of approving an Interlocal Agreement with Palm Beach County to redetermine, re-adopt and ratify the existing distribution formula for six (6) cent local option fuel tax.

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#### **ISSUE/BACKGROUND:**

Since 1995, the Town has been operating under an Interlocal Agreement (ILA) with Palm Beach County (PBC) for the distribution of local option fuel tax proceeds (approximately \$205,000/year is received by the Town). The current agreement expires on August 31, 2025, and is in need of renewal if we would like to continue receiving these much-needed funds.

Developed with the PBC League of Cities, this ILA largely mirrors the 1995 agreement, adding provisions for new/dissolved municipalities. The distribution formula (i.e., County: 66.5648%, Municipalities: 33.4352% based on lane miles/population) is consistent with the prior agreement, though our minimal growth impacts potential gains. Funds received from this source are primarily utilized for roadway maintenance, such as paving, but may also be utilized to cover other expenses like FEC-required maintenance. The ILA also covers biennial reviews and is contingent upon PBC re-levying the tax and requires majority municipal execution.

The Town Attorney has reviewed and approved the ILA for legal sufficiency and therefore staff recommends approval of the ILA to ensure the continued receipt of this vital funding source for the Town.

#### **ATTACHMENT(S):**

1. Local Option Gas Tax ILA 2025 Final for distribution.pdf
2. Exhibit A .pdf
3. Exhibit B.pdf

#### **SAMPLE MOTION:**

I move to (approve) (deny approval of) the Interlocal Agreement with Palm Beach County to redetermine, re-adopt and ratify existing distribution formula for six (6) cent local option fuel tax, and authorize the Mayor to execute the agreement and any amendments thereto.

**INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY  
EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX**

**THIS INTERLOCAL AGREEMENT** is dated, made, and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and \_\_\_\_\_, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

**WITNESSETH:**

**WHEREAS**, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

**WHEREAS**, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

**WHEREAS**, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

**WHEREAS**, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

**WHEREAS**, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

**WHEREAS**, once effective, this Interlocal Agreement re-adopts and ratifies the distribution

formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY,.

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

**Section 1:** This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevy the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevy the TAX, this Interlocal Agreement shall be null and void.

**Section 2:** The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE relevying the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE , this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

**Section 3:**

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.

C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based seventy percent (70%) on lane miles located within the MUNICIPALITY (and for all other municipalities eligible to

participate in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

**(30% x (Municipality's population/sum of all of Municipalities' population)) + (70% x (Municipality's lane miles/sum of all of Municipalities' lane miles)) = Municipality's Pro Rata Share.**

**Exhibit A** attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.

- a. The combined COUNTY and collective municipalities contributions shall equal one hundred percent (100%) of the new municipality's share.

- b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new municipality's share as set forth in Section 3 D1 above.

2. In the subsequent fiscal years after the first full fiscal year following incorporation of the new municipality:

a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.

b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.

c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

**Section 4:** This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population of the COUNTY.

**Section 5:** The COUNTY and the MUNICIPALITY agree to meet every two (2) years to

evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the other as set forth in Section 12 below.

**Section 6:** Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

**Section 7:** This Interlocal Agreement shall take effect only upon execution by both the COUNTY, and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

**Section 8:** The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

**Section 9:** To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

**Section 10:** This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

**Section 11:** Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

**Section 12:** Any notice required under the provisions of this Interlocal Agreement shall be in writing and shall be delivered by hand or by certified or registered mail, return receipt requested, to:

For the COUNTY:

Palm Beach County  
Board of County Commissioners  
301 North Olive Avenue  
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County  
County Attorney  
301 North Olive Avenue  
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County League of Cities, Inc.  
301 North Olive Avenue, 10<sup>th</sup> Floor  
P.O. Box 1989 – Government Center  
West Palm Beach, Florida 33402  
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.  
Attorneys for the Palm Beach County League of Cities, Inc.  
701 Northpoint Parkway, Suite 205  
West Palm Beach, Florida 33407  
Attention: General Counsel

The LEAGUE, upon receipt of any notice proved for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements. Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States Post Office.

**Section 13:** The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**Section 14:** The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Interlocal Agreement or as may otherwise exist in law or equity.

**Section 15:** The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

**Section 16:** In accordance with Sec. 119.0701, *Florida Statutes*, the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party's custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.**

**Section 17:** The parties agree that this Interlocal Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of the

population of the incorporated areas of the COUNTY.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

(NAME OF MUNICIPALITY)

By: \_\_\_\_\_  
Municipal Clerk

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
County Engineer

Exhibit A  
APPLICATION OF MUNICIPAL SHARE FORMULA  
33.4352% (TOTAL MUNICIPAL SHARE)  
6 Cent Gas Tax

| City                 | Street Lane Miles | Alley Lane Miles | Total Municipal Lane Miles | Percent of Municipal Lane Miles | 2023 BEBR Population | Percent of Municipal Population | Weighted Distribution of 70% Lane Miles and 30% Population (MUNICIPAL SHARE FORMULA) | Pro Rata Share of TOTAL MUNICIPAL SHARE |
|----------------------|-------------------|------------------|----------------------------|---------------------------------|----------------------|---------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------|
|                      |                   |                  |                            | Value "A"                       |                      | Value "B"                       | Value "C"                                                                            | Value "D"                               |
| Atlantis             | 26.800            | 0.000            | 26.800                     | 0.699%                          | 2,147                | 0.249%                          | 0.56395%                                                                             | 0.18856%                                |
| Belle Glade          | 106.999           | 0.000            | 106.999                    | 2.790%                          | 17,286               | 2.006%                          | 2.55498%                                                                             | 0.85426%                                |
| Boca Raton           | 480.522           | 0.000            | 480.522                    | 12.530%                         | 100,491              | 11.664%                         | 12.27022%                                                                            | 4.10257%                                |
| Boynton Beach        | 244.312           | 2.142            | 246.454                    | 6.427%                          | 82,208               | 9.542%                          | 7.36110%                                                                             | 2.46120%                                |
| Briny Breezes        | 0.528             | 0.000            | 0.528                      | 0.014%                          | 500                  | 0.058%                          | 0.02705%                                                                             | 0.00904%                                |
| Cloud Lake           | 1.599             | 0.000            | 1.599                      | 0.042%                          | 140                  | 0.016%                          | 0.03406%                                                                             | 0.01139%                                |
| Delray Beach         | 298.454           | 14.251           | 312.705                    | 8.154%                          | 67,213               | 7.801%                          | 8.04826%                                                                             | 2.69095%                                |
| Glen Ridge           | 3.496             | 0.000            | 3.496                      | 0.091%                          | 215                  | 0.025%                          | 0.07130%                                                                             | 0.02384%                                |
| Golf                 | 10.555            | 0.000            | 10.555                     | 0.275%                          | 281                  | 0.033%                          | 0.20245%                                                                             | 0.06769%                                |
| Greenacres           | 49.264            | 0.000            | 49.264                     | 1.285%                          | 45,476               | 5.278%                          | 2.48272%                                                                             | 0.83010%                                |
| Gulf Stream          | 8.882             | 0.000            | 8.882                      | 0.232%                          | 959                  | 0.111%                          | 0.19552%                                                                             | 0.06537%                                |
| Haverhill            | 14.447            | 0.000            | 14.447                     | 0.377%                          | 2,193                | 0.255%                          | 0.34007%                                                                             | 0.11370%                                |
| Highland Beach       | 2.516             | 0.000            | 2.516                      | 0.066%                          | 4,303                | 0.499%                          | 0.19576%                                                                             | 0.06545%                                |
| Hypoluxo             | 0.000             | 0.000            | 0.000                      | 0.000%                          | 2,687                | 0.312%                          | 0.09356%                                                                             | 0.03128%                                |
| Juno Beach           | 10.166            | 0.157            | 10.323                     | 0.269%                          | 3,883                | 0.451%                          | 0.32364%                                                                             | 0.10821%                                |
| Jupiter              | 308.473           | 2.155            | 310.628                    | 8.100%                          | 61,333               | 7.119%                          | 7.80560%                                                                             | 2.60982%                                |
| Jupiter Inlet Colony | 5.455             | 0.000            | 5.455                      | 0.142%                          | 400                  | 0.046%                          | 0.11350%                                                                             | 0.03795%                                |
| Lake Clarke Shores   | 25.658            | 0.000            | 25.658                     | 0.669%                          | 3,556                | 0.413%                          | 0.59216%                                                                             | 0.19799%                                |
| Lake Park            | 60.089            | 1.231            | 61.320                     | 1.599%                          | 9,025                | 1.048%                          | 1.43354%                                                                             | 0.47931%                                |
| Lake Worth Beach     | 205.897           | 0.500            | 206.397                    | 5.382%                          | 43,432               | 5.041%                          | 5.27973%                                                                             | 1.76529%                                |
| Lantana              | 63.141            | 4.052            | 67.193                     | 1.752%                          | 12,244               | 1.421%                          | 1.65283%                                                                             | 0.55263%                                |
| Loxahatchee Groves   | 109.934           | 0.000            | 109.934                    | 2.867%                          | 3,373                | 0.391%                          | 2.12410%                                                                             | 0.71020%                                |
| Manalapan            | 4.896             | 0.000            | 4.896                      | 0.128%                          | 420                  | 0.049%                          | 0.10399%                                                                             | 0.03477%                                |
| Mangonia Park        | 16.637            | 0.000            | 16.637                     | 0.434%                          | 2,369                | 0.275%                          | 0.38617%                                                                             | 0.12912%                                |
| North Palm Beach     | 58.853            | 4.532            | 63.385                     | 1.653%                          | 13,145               | 1.526%                          | 1.61470%                                                                             | 0.53988%                                |
| Ocean Ridge          | 13.260            | 0.000            | 13.260                     | 0.346%                          | 1,830                | 0.212%                          | 0.30576%                                                                             | 0.10223%                                |
| Pahokee              | 43.880            | 0.249            | 44.129                     | 1.151%                          | 5,607                | 0.651%                          | 1.00073%                                                                             | 0.33460%                                |
| Palm Beach           | 84.546            | 1.324            | 85.870                     | 2.239%                          | 9,207                | 1.069%                          | 1.88800%                                                                             | 0.63125%                                |
| Palm Beach Gardens   | 151.491           | 4.628            | 156.119                    | 4.071%                          | 61,517               | 7.140%                          | 4.99173%                                                                             | 1.66899%                                |
| Palm Beach Shores    | 9.833             | 0.000            | 9.833                      | 0.256%                          | 1,309                | 0.152%                          | 0.22506%                                                                             | 0.07525%                                |
| Palm Springs         | 77.160            | 0.000            | 77.160                     | 2.012%                          | 27,167               | 3.153%                          | 2.35439%                                                                             | 0.78719%                                |
| Riviera Beach        | 162.863           | 0.505            | 163.368                    | 4.260%                          | 38,795               | 4.503%                          | 4.33285%                                                                             | 1.44870%                                |
| Royal Palm Beach     | 152.059           | 0.000            | 152.059                    | 3.965%                          | 40,299               | 4.677%                          | 4.17880%                                                                             | 1.39719%                                |
| South Bay            | 25.240            | 0.000            | 25.240                     | 0.658%                          | 4,958                | 0.575%                          | 0.63335%                                                                             | 0.21176%                                |
| South Palm Beach     | 0.000             | 0.000            | 0.000                      | 0.000%                          | 1,469                | 0.171%                          | 0.05115%                                                                             | 0.01710%                                |
| Tequesta             | 44.689            | 0.189            | 44.878                     | 1.170%                          | 6,179                | 0.717%                          | 1.03432%                                                                             | 0.34583%                                |
| Wellington           | 382.394           | 0.000            | 382.394                    | 9.971%                          | 61,788               | 7.172%                          | 9.13141%                                                                             | 3.05310%                                |
| West Palm Beach      | 503.170           | 30.870           | 534.040                    | 13.926%                         | 122,157              | 14.179%                         | 14.00151%                                                                            | 4.68143%                                |
| TOTAL                | 3768.158          | 66.785           | 3834.943                   | 100%                            | 861,561              | 100%                            | 100%                                                                                 | 33.4352%                                |

\*\* Westlake is not eligible to receive local option gas tax revenue distributions; those totals are not incuded in this summary

Calculation Legend:  
Value "A" = Individual municipality's percentage of total municipal lane miles  
Value "B" = Individual municipality's percentage of total municipal population  
Value "C" = 70% of Value "A" + 30% of Value "B"  
Value "D" = Value "C" x 33.4352 Municipal Split

## Exhibit B

### **Example for a hypothetical new municipality with a population of 40,000**

#### 2024 Distribution Formula:

|                                              |          |
|----------------------------------------------|----------|
| County Share                                 | 66.5648% |
| Municipalities' <u>TOTAL MUNICIPAL SHARE</u> | 33.4352% |

2024 Total Municipal Population = 861,561

New Municipality's 1<sup>st</sup> full fiscal year share is based solely on the percentage of its population:

$$40,000/861,561 = 4.643\%$$

New Municipality's Pro Rata Share of the TOTAL MUNICIPAL SHARE:

$$4.643\% \times 33.4352\% = 1.552\%$$

Calculation for the Change in the County Share:

$$1.552\% \times 66.5648\% = 1.0333\%$$

Resulting in the Updated County Share:

$$66.5648\% - 1.0333\% = \underline{65.5315\%}$$

And the Updated TOTAL MUNICIPAL SHARE:

$$33.4352\% + 1.0333\% = \underline{34.4685\%}$$



## **TOWN OF LANTANA**

### **Agenda Item Summary**

**AGENDA ITEM No.:** 8d

**PREPARED BY:** Vanessa Holloway, Contract and Grants Administrator

**REVIEWED BY:** Brian K. Raducci, ICMA-CM, Town Manager

**MEETING DATE:** February 10, 2025

**AGENDA ITEM:** Consideration of awarding a contract for Janitorial Services for Public Restrooms and Offices to Triangle Services, Inc. in the amount of \$72,312.97.

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#### **ISSUE/BACKGROUND:**

On Tuesday January 14, 2025, the Town received and opened bids for a three (3) year agreement with the option to renew for two (2) - one (1) year extensions for Janitorial Services for Public Restrooms and Offices 2025-01-PS (on file with the Town Clerk and available for inspection upon request). The Town received fifteen (15) proposals for consideration, but only one (1) was complete and submitted all required documentation.

After a thorough review of the submittals, staff has determined that the lowest responsible and responsive bidder was Triangle Services, Inc. Staff recommends that the Town Council award Option II of the Janitorial Services Bid for Public Restrooms and Offices to Triangle Services, Inc. The scope of work for this contract includes labor, supervision, equipment, supplies, tools, materials, and all other incidentals required to perform the work. Funding for the contract was included in the Public Services FY 2024/25 operating budget.

The references we have received back thus far have been positive. The attached Agreement has been prepared by the Town Attorney which is legally sufficient and as a result staff recommends awarding a contract for Janitorial Services for Public Restrooms and Offices to Triangle Services, Inc.

#### **ATTACHMENT(S):**

1. ITB NO. 2025-01-PW\_Janitorial Services Agmt with Triangle Services 2-10-25.docx
2. Triangle Services, Inc.\_Bid Submission.PDF

#### **SAMPLE MOTION:**

I move to (approve) (deny) the contract with Tringle Services, Inc. for Janitorial Services for Public Restrooms and Offices in the amount of \$72,312.97, and to authorize the Town Manager to execute the agreement and any amendments thereto.

**AGREEMENT FOR JANITORIAL SERVICES FOR  
PUBLIC RESTROOMS AND TOWN OFFICES**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of February, 2025 (the "Effective Date") by and between the Town of Lantana, a Florida municipal corporation ("Town"), whose address is 500 Greynolds Circle, Lantana, Florida 33462, and Triangle Services, Inc., an Arizona corporation ("Contractor"), whose address is 550 W. Sunrise Boulevard, 2<sup>nd</sup> Floor, Fort Lauderdale, Florida, 33311.

WHEREAS, the Town issued ITB No. 2025-01-PS for janitorial services for the Town's public restrooms and offices; and

WHEREAS, after receiving fifteen (15) bid responses, Triangle Services, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, the Town desires to enter in this Agreement Triangle Services, Inc. to provide the goods and services in accordance with the Town's Invitation to Bid No. 2025-01-PS and the Contractor's response thereto, both of which are incorporated herein by reference, and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Town hereby agree as follows:

**ARTICLE 1. INCORPORATION OF INVITATION TO BID**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the Town's Invitation to Bid No. 2025-01-PS, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder (the "Bid"). In the event of a conflict between any of the terms, conditions, and/or specifications set forth in this Agreement, ITB No. 2025-01-PS, and the Bid, this Agreement, ITB No. 2025-01-PS, and then the Bid shall control in that order.

**ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES**

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Town's Invitation to Bid, which are incorporated herein by reference.

**ARTICLE 3. COMPENSATION**

The Town shall pay the Contractor in accordance with the terms, conditions, and specifications set forth in ITB No. 2025-01-PS and as set forth in the Contractor's bid (Option #2) submittal thereto.

#### ARTICLE 4. AVAILABILITY OF FUNDS

The Town's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Town Council.

#### ARTICLE 5. DEFAULT, DEFAULT REMEDIES AND TERMINATION FOR CAUSE

This Agreement may be terminated for cause by action of the Town or by Contractor if the party in breach has not corrected the breach within fourteen (14) days after written notice from the aggrieved party identifying the breach.

#### ARTICLE 6. TERMINATION FOR CONVENIENCE

- (a) The Town may terminate this Agreement in whole or, from time to time, in part if the Town determines that doing so is in the Town's interest. The Town shall terminate by delivering to the Contractor a 30-day Notice of Termination specifying the extent of termination and the effective date thereof.
- (b) After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - (3) Terminate all subcontracts to the extent they relate to the work terminated.
  - (4) Complete performance of the work not terminated.
  - (5) For contract work performed before the effective date of termination, the Town will pay for the cost of this work.
- (c) Contractor acknowledges and agrees that One Thousand Dollars (\$1,000.00) of the compensation to be paid by Town, the receipt and adequacy of which is hereby acknowledged by Contractor, is given as special consideration to Contractor for Town's right to terminate this Agreement for convenience.

## ARTICLE 7. CLEAN AIR ACT

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

## ARTICLE 8. ENERGY EFFICIENCY

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

## ARTICLE 9. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, *Fla. Stat.*, if the Contractor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2) *Fla. Stat.*, the Contractor shall comply with the requirements of Section 119.0701, *Fla. Stat.*, as it may be amended from time to time. The Contractor is specifically required to:

- A. Keep and maintain public records required by the Town to perform services as provided under this Contract.
- B. Upon request from the Town's Custodian of Public Records, provide the Town 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 Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges, and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that 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 contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Contract the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor unless notified by Town's representative/liaison, on behalf of the Town's Custodian of Public Records, to keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to Town, upon request of the Town's Custodian of Public Records, in a format that is compatible with the information technology systems of Town, at no cost to Town.

Failure of the Contractor to comply with the requirements of this article shall constitute a material breach of this Agreement. The Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, *Fla. Stat.*, and other requirements of state law applicable to public records not specifically set forth herein.

**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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN CLERK, TOWN HALL, 500 GREYNOLDS CIRCLE, LANTANA, FL 33462, BY E-MAIL AT [KDOMINGUEZ@LANTANA.ORG](mailto:KDOMINGUEZ@LANTANA.ORG) OR BY TELEPHONE AT (561) 540-5016.**

#### ARTICLE 10. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Town:  
Town of Lantana  
500 Greynolds Circle  
Lantana, Florida 33462  
Attn: Town Manager  
Email: [braducci@lantana.org](mailto:braducci@lantana.org)
- ii. with a copy to:  
Lohman Law Group, P.A.  
515 N. Flagler Drive, Suite 350  
West Palm Beach, Florida 33401  
Attn: R. Max Lohman, Esq.  
Email: [max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)
- iii. As to the Contractor:  
Triangle Services, Inc.  
550 W. Sunrise Boulevard, 2<sup>nd</sup> Floor  
Fort Lauderdale, Florida 33311  
Attn.: Lonnie Fine, President & CEO  
Email: [lfine@triangleservices.com](mailto:lfine@triangleservices.com)

- b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c. Effective Date. The effective date of this Agreement shall be the date first set forth above.
- d. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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, 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.
- e. Third-party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Town and/or Contractor.

#### ARTICLE 11. TERM

The term of this Agreement shall be for three (3) years from the effective date unless terminated earlier in accordance with Articles 5 or 6. The Town may extend this Agreement for up to two (2) – one (1) year terms, subject to mutual agreement of the Parties.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

TOWN OF LANTANA, FLORIDA

TRIANGLE SERVICES, INC.

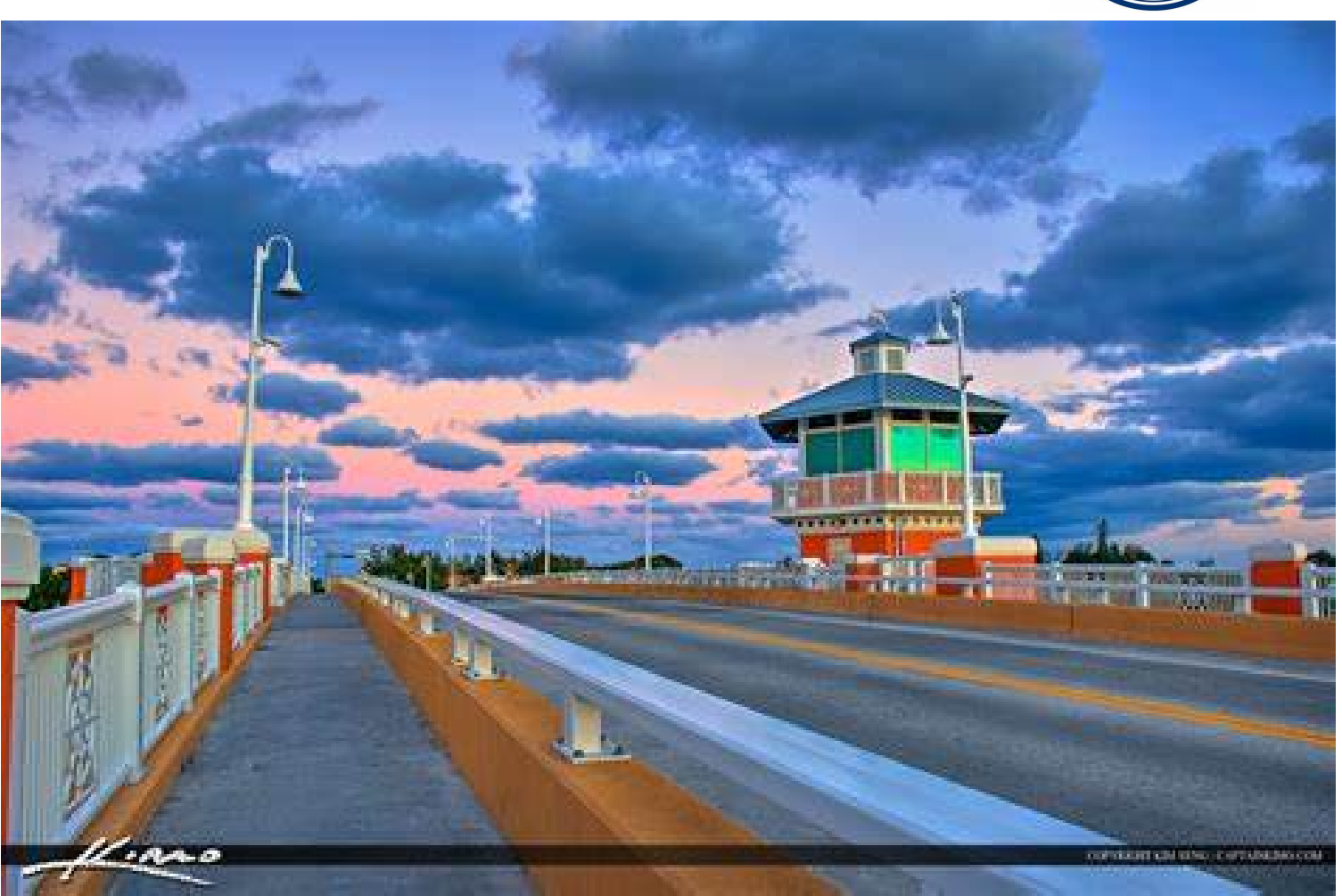
By: \_\_\_\_\_  
Brian K. Raducci, Town Manager

By: \_\_\_\_\_  
Lonnie Fine, President & CEO

By: \_\_\_\_\_  
Kathleen Dominguez, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
R. Max Lohman, Town Attorney



# Proposal For Janitorial Services for Town of Lantana



January 08, 2025

Vanessa Holloway  
vholloway@lantana.org

**Re: Janitorial Services for Town of Lantana**

Dear Vanessa Holloway,

At Triangle Services, we are thrilled at the prospect of building a strong and enduring collaboration with an esteemed town such as Lantana. We see a partnership where our exceptional janitorial services and personal level touch not only match but surpass your highest expectations, setting new standards together.

As a family-owned business since 1960, we understand that although The Jupiter, Florida campus was founded by Scripps Research, one of the world's most innovative nonprofit biomedical research institutions, the importance of personal touch and concierge-level service is paramount to achieving your mission of creating an exceptional University environment. Triangle's philosophy centers on building relationships that transcend mere business transactions, allowing us to tailor our approach to the unique needs of each client. Our team, an extension of our family, is dedicated to ensuring your facilities are not just clean but are also environments where opportunity, productivity, and positivity thrive.

**1. Operational Excellence**

In our pursuit of excellence, we have embraced new technologies and methods to stay ahead in the industry. Here are a few innovative efficiencies we are excited to offer:

1. **Smart Cleaning Technologies:** We use advanced sensors and AI to analyze traffic patterns and usage in different areas. This allows for targeted cleaning, ensuring high-traffic areas are always pristine while optimizing resource allocation.
2. **Eco-Friendly Solutions:** Our commitment to sustainability is demonstrated through the use of environmentally friendly cleaning products and methods, reducing our carbon footprint while maintaining high cleaning standards.
3. **Customized Cleaning Protocols:** Understanding that each space has its unique requirements, we offer bespoke cleaning plans. Whether it's specialized care for high-end finishes or flexible scheduling around your business hours or hybrid schedules, we adapt to your specific needs.
4. **Advanced Training and Development:** Our staff undergoes continuous training in the latest cleaning techniques and safety protocols, ensuring they are well-equipped to provide top-notch service.
5. **Real-Time Communication and Feedback:** We offer a streamlined communication system that allows for real-time updates and feedback, ensuring any concerns are addressed promptly and efficiently.

We believe that our long-standing relationships are a testament to our commitment to quality and customer satisfaction. We evolve together, and our journey consists of mutual growth and understanding. We are enthusiastic about the opportunity to serve you with the dedication and excellence that has been the hallmark of our company's core values and success.

Please find our technical proposal enclosed. We trust that the information submitted, as well as our proven track record of outstanding customer satisfaction, is sufficient to demonstrate that Triangle would be a great service partner for your town. Thank you for your time and consideration.

Sincerely,

*Darrin Carlomagno*

Darrin Carlomagno  
Vice President of Sales



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**TOWN OF LANTANA**  
**ITB NO.: 2025-01-PS**  
**BID FORM – OPTION 1**

| Item#                                   |                | Description                                                               | Qty | Bid Price (in numbers) |
|-----------------------------------------|----------------|---------------------------------------------------------------------------|-----|------------------------|
| 1                                       | 1 LS           | Janitorial Services:<br>Lantana Beach South Restrooms                     | -   | \$ 5,047.28            |
| 2                                       | 1 LS           | Janitorial Services:<br>Bicentennial Park Restrooms                       | -   | \$ 4,260.68            |
| 3                                       | 1 LS           | Janitorial Services:<br>Sports Park Restrooms                             | -   | \$ 4,428.59            |
| 4                                       | Per Occurrence | Janitorial Services: Sports Park<br>Concession Stand (After rentals only) | 72  | \$ 1,211.08            |
| 5                                       | 1 LS           | Janitorial Services:<br>Town Hall/Council Chambers                        | -   | \$ 8,051.06            |
| 6                                       | 1 LS           | Janitorial Services: Administration                                       | -   | \$ 3,669.59            |
| 7                                       | 1 LS           | Janitorial Services:<br>Development Services                              | -   | \$ 4,963.33            |
| 8                                       | 1 LS           | Janitorial Services: Public Library                                       | -   | \$ 5,323.28            |
| 9                                       | 1 LS           | Janitorial Services: Police Department                                    | -   | \$ 19,527.97           |
| 10                                      | 1 LS           | Janitorial Services:<br>Public Services Department                        | -   | \$ 3,576.44            |
| 11                                      | 1 LS           | Janitorial Services:<br>Marine Safety Building                            | -   | \$ 4,038.35            |
| 12                                      | 1 LS           | Janitorial Services:<br>Employee Fitness Center                           | -   | \$ 1,286.80            |
| 13                                      | Per Occurrence | Janitorial Services: Recreation Center                                    | 105 | \$ 2,802.49            |
| 14                                      | 1 LS           | Maddock Park Portable                                                     | 24  | \$ 1,055.65            |
| <b>TOTAL BASE BID (Items 1 thru 14)</b> |                |                                                                           |     | <b>\$ 69,242.60</b>    |

**This is my complete Bid Proposal submitted for review by the Town.**

Darrin Carlomagno     Triangle Services, Inc

**Typed Name & Company Name**



**Signature of Bidder**

**Dated** 01/08/2025

**TOWN OF LANTANA**  
**ITB NO.: 2025-01-PS**  
**BID FORM – OPTION 2**

| Item#                                   |                | Description                                                            | Qty | Bid Price (in numbers) |
|-----------------------------------------|----------------|------------------------------------------------------------------------|-----|------------------------|
| 1                                       | 1 LS           | Janitorial Services:<br>Lantana Beach South Restrooms                  | -   | \$ 5,047.28            |
| 2                                       | 1 LS           | Janitorial Services:<br>Bicentennial Park Restrooms                    | -   | \$ 4,260.68            |
| 3                                       | 1 LS           | Janitorial Services:<br>Sports Park Restrooms                          | -   | \$ 4,428.59            |
| 4                                       | Per Occurrence | Janitorial Services: Sports Park Concession Stand (After rentals only) | 72  | \$ 1,211.08            |
| 5                                       | 1 LS           | Janitorial Services:<br>Town Hall/Council Chambers                     | -   | \$ 8,051.06            |
| 6                                       | 1 LS           | Janitorial Services: Administration                                    | -   | \$ 3,669.59            |
| 7                                       | 1 LS           | Janitorial Services:<br>Development Services                           | -   | \$ 4,963.33            |
| 8                                       | 1 LS           | Janitorial Services: Public Library                                    | -   | \$ 5,323.28            |
| 9                                       | 1 LS           | Janitorial Services: Police Department                                 | -   | \$ 19,527.97           |
| 10                                      | Per Occurrence | Floor Buffing: Police Department                                       | 4   | \$ 1,740.26            |
| 11                                      | 1 LS           | Janitorial Services:<br>Public Services Department                     | -   | \$ 3,576.44            |
| 12                                      | 1 LS           | Janitorial Services:<br>Marine Safety Building                         | -   | \$ 4,038.35            |
| 13                                      | 1 LS           | Janitorial Services:<br>Employee Fitness Center                        | -   | \$ 1,286.80            |
| 14                                      | Per Occurrence | Janitorial Services: Recreation Center                                 | 105 | \$ 2,802.49            |
| 15                                      | Per Occurrence | Floor Buffing: Recreation Center                                       | 4   | \$ 1,330.10            |
| 16                                      | 1 LS           | Maddock Park Portable                                                  | 24  | \$ 1,055.65            |
| <b>TOTAL BASE BID (Items 1 thru 16)</b> |                |                                                                        |     | <b>\$ 72,312.97</b>    |

**This is my complete Bid Proposal submitted for review by the Town.**

Darrin Carlomagno

Triangle Services, Inc

**Typed Name & Company Name**



**Signature of Bidder**

**Dated** 01/08/2025

**TOWN OF LANTANA**  
**ITB NO.: 2025-01-PS**  
**BID FORM – SPECIAL SERVICES**

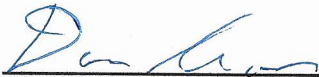
This is my complete Bid Proposal submitted for review by the Town.

| Service                          | Rate per service |
|----------------------------------|------------------|
| Biohazardous Human Waste Cleanup | \$ <u>20.00</u>  |
|                                  |                  |
|                                  |                  |
|                                  |                  |

Darrin Carlomagno

Triangle Services, Inc

**Typed Name & Company Name**



**Signature of Bidder**

**Dated** 01/08/2025

**SECTION 5  
BID SUBMITTAL**

**This Page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1 - 4 in your Bid Submittal package.**

**INSTRUCTIONS**

Bids must be received on or before the due date and time (local time) at [www.demandstar.com](http://www.demandstar.com). **All Bids will be publicly opened** at the Town Hall Council Chambers (500 Greynolds Circle, Lantana, FL 33462). Bids must contain all information required to be included in the submittal, as described in this Invitation to Bid.

Invitation to Bid No.: 2025-01-PS

Title: JANITORIAL SERVICES FOR PUBLIC RESTROOMS AND OFFICES

Due Date and Time: Tuesday, January 14, 2025 at 2:00 P.M.

Triangle Services, Inc

---

Name of Bidder

**SECTION 6**  
**ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

**PART I:**

List below the dates of issue for each addendum received in connection with this Invitation to Bid:

Addendum #1, Dated December 19th, 2024

Addendum #2, Dated December 26th, 2024

Addendum #3, Dated January 2nd, 2025

Addendum #4, Dated January 3rd, 2025

Addendum #5, Dated January 6th, 2025

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

---

**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

---

Triangle Services, Inc

Firm Name

  
Signature

Darrin Carlomagno VP of Sales

Name and Title (Print or Type)

01/08/2025

Date

**SECTION 7  
INFORMATION REQUIRED OF BIDDER**

**BIDDER'S GENERAL INFORMATION:**

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

- (1) BIDDER'S name and address:

Darrin Carlomagno

550 West Sunrise Blvd (2nd Floor) Ft Lauderdale FL, 33311

- (2) BIDDER'S telephone number: 954-982-6227

- (3) Number of years as a BIDDER in this type of work: 60 Years

- (4) Name and titles of all officers of BIDDER'S firm:

Lonnie Fine CEO

George Picon COO

Pal Ulaj Senior VP

Darrin Carlomagno VP of Sales

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Everest Reinsurance Company 461 5th Ave - 4th Floor New York, N.Y. 10017

Collete R. Chisolm 646-828-5001

- (6) Subcontractor's Information:

The undersigned bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a certificate of insurance in accordance with the Contract General Conditions. Failure to provide this information shall be grounds for rejection of the bidder's proposal.

Subcontractor Name and Address

Area of Specialty

License No.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**SECTION 8**  
**BID SUBMITTAL SIGNATURE PAGE**

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Triangle Services, Inc

Street Address:

550 West Sunrise Blvd (2nd Floor) Ft Lauderdale FL, 33311

Mailing Address (if different than Street Address):

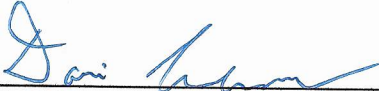
Telephone Number(s): 954-982-6227

Fax Number(s): 516-872-1599

Email Address: dcarlomagno@triangleservices.com

Federal Employer Identification Number: 86-0726387

Prompt Payment Terms: 100 % 10 days' net 30 days

Signature: 

(Signature of authorized agent)

Print Name: Darrin Carlomagno

Title: VP of Sales

By signing this Bid Submittal, the Bidder agrees to all Terms and Conditions of this Invitation to Bid and the resulting Contract/Agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE TOWN MAY; HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.**

**SECTION 9**  
**AFFIDAVITS; PERFORMANCE BOND, PAYMENT BOND, AND LETTER OF CREDIT**  
**FORMATS**

**9.1 AFFIDAVITS**

The forms listed below must be completed by an official having legal authorization to contractually bind the Bidder. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Town if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Trench Safety Affidavit  
(If required, then will be requested from bidder recommended for award)  
Do Not Complete
- b. Conflict of Interest Disclosure Form
- c. Notification of Public Entity Crimes Law
- d. Drug Free Workplace
- e. Non-Collusion Affidavit
- f. Truth In Negotiation Certificate
- g. Byrd Anti-Lobbying Certification
- h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- i. Performance Bond Format  
(If required, then it will be requested from bidder recommended for award)  
DO NOT COMPLETE
- j. Payment Bond Format  
(If required, then it will be requested from bidder recommended for award)  
DO NOT COMPLETE
- k. Letter of Credit Format  
(If required, then it will be requested from bidder recommended for award)  
DO NOT COMPLETE

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Town of Lantana.

Furthermore, all Bidders must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation by team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

  X   To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

       The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Triangle Services, Inc

Firm Name

Signature

Darrin Carlomagno VP of Sales

Name and Title (Print or Type)

01/08/2025

Date

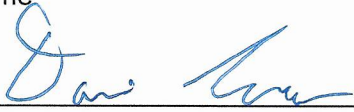
## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant 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, Fla. Stat., for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Triangle Services, Inc

Firm Name



Signature

Darrin Carlomagno VP of Sales

Name and Title (Print or Type)

01/08/2025

Date

## DRUG FREE WORKPLACE

Triangle Services, Inc is a drug free workplace and has a  
(Company Name)

substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*, and further certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Acknowledged by:

Triangle Services, Inc

Firm Name



Signature

Darrin Carlomagno VP of Sales

Name and Title (Print or Type)

01/08/2025

Date

## NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Before me, the undersigned authority, personally appeared  
Darrin Carlomagno, who, after being by me first duly sworn, deposes  
and says of his/her personal knowledge that:

- a. He/She is Darrin Carlomagno of Triangle Services, Inc,  
the Bidder that has submitted a Bid to perform work for the following:

**ITB No.: 2025-01-PS Title: JANITORIAL SERVICES FOR PUBLIC RESTROOMS  
AND OFFICES**

- b. He/She is fully informed respecting the preparation and contents of the attached Bid, and  
of all pertinent circumstances respecting the Invitation to Bid.

The attached Bid is genuine and is not a collusive or sham Bid.

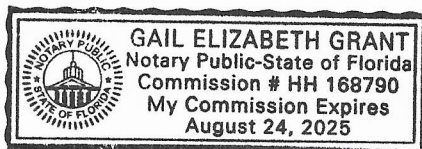
- c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded, conspired,  
connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit  
a collusive or sham Bid in connection with the Invitation to Bid and contract for which the  
attached Bid has been submitted or to refrain from proposing in connection with such  
Invitation to Bid and contract, or has in any manner, directly or indirectly, sought by  
agreement or collusion or communication or conference with any other Bidder, firm, or  
person to fix the price or prices in the attached Bid or any other Bidder, or to fix any  
overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to  
secure through any collusion, conspiracy, connivance, or unlawful agreement any  
advantage against the Town or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by  
any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or  
any of its agents, representatives, owners, employees, or parties in interest, including this  
affiant.

*[Handwritten Signature]*

Signature

Subscribed and sworn to (or affirmed) before me by means of ☒ physical presence or ☐ online  
notarization this 13th day of January 2025, by Gail Grant,  
who is personally known to me or who has produced \_\_\_\_\_  
as identification.

SEAL



Notary Signature *Gail Grant*  
Notary Name: Gail E. Grant  
Notary Public (State): FL  
My Commission No: HH 168790  
Expires on: 8/24/2025

### **Truth In Negotiation Certificate**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: Darrin Carlomagno

Title: VP of Sales



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                   |                                                                                                                            |                          |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>PRODUCER</b><br>Alliant Insurance Services, Inc.<br>353 N Clark St 11th Fl<br>Chicago IL 60654 | <b>CONTACT</b><br>NAME: Theresa Lovell<br>PHONE (A/C, No, Ext): 312-414-3979<br>E-MAIL ADDRESS: Theresa.Lovell@alliant.com | <b>FAX</b><br>(A/C, No): |
| License#: 0C36861<br>TRIASER-01                                                                   | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                       | <b>NAIC #</b>            |
| <b>INSURED</b><br>Triangle Services Inc.<br>100 Ring Road, Suite 202<br>Garden City, NY 11530     | <b>INSURER A:</b> Everest National Insurance Com                                                                           | 10120                    |
|                                                                                                   | <b>INSURER B:</b> Everest Denali Insurance Compa                                                                           | 16044                    |
|                                                                                                   | <b>INSURER C:</b> AXIS Surplus Insurance Company                                                                           | 26620                    |
|                                                                                                   | <b>INSURER D:</b> Lexington Insurance Company                                                                              | 19437                    |
|                                                                                                   | <b>INSURER E:</b> Westchester Surplus Lines Insu                                                                           | 10172                    |
|                                                                                                   | <b>INSURER F:</b> Allied World National Assuranc                                                                           | 10690                    |

**COVERAGES****CERTIFICATE NUMBER:** 471004515**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                 | ADDL INSD  | SUBR WVD | POLICY NUMBER                          | POLICY EFF (MM/DD/YYYY)             | POLICY EXP (MM/DD/YYYY)             | LIMITS                                                                                                                                                                                                                                                                  |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |            |          | RM8GL00008241                          | 2/28/2024                           | 2/28/2025                           | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 6,000,000<br>PRODUCTS - COMP/OP AGG \$ 6,000,000<br>EBL AGGREAGTE \$ 2,000,000 |
| B           | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY            |            |          | RM8CA00016241                          | 2/28/2024                           | 2/28/2025                           | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Coll. / Comp. Ded. \$ 2,500                                                                                |
| C           | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                        |            |          | P00100008343106                        | 2/28/2024                           | 2/28/2025                           | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                                            |
| A<br>A      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                     | Y / N<br>N | N / A    | RM8WC00031241<br>RM8WC00092241         | 2/28/2024<br>2/28/2024              | 2/28/2025<br>2/28/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                                               |
| D<br>E<br>F | Excess Liab. 5M X 3M<br>Excess Liab. 5M X 8M<br>Excess Liab. 10M X 13M                                                                                                                                                                                                                                                            |            |          | 023627617<br>G71785518005<br>0313-2575 | 2/28/2024<br>2/28/2024<br>2/28/2024 | 2/28/2025<br>2/28/2025<br>2/28/2025 | Excess Occ./Aggregate \$5,000,000<br>Excess Occ./Aggregate \$5,000,000<br>Excess Occ./Aggregate \$10,000,000                                                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## QUESTIONNAIRE

The following provides the minimum qualifications required of the Bidder. The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

**Additional sheets should be attached where necessary to provide complete information.**

1. The Bidder shall have suitable history in janitorial services. Services shall be in Florida within the last 7 years and shall be of similar size and scope. Provide a minimum of three (3) projects with the project name, contact name, addresses and telephone numbers.

City of Coral Springs, 2801 Coral Springs, FL 33065, Henry Giraldo 954-346-1346/954-892-1653

Broward County Facilities Management Division, 115 S Andrews Ave Ft Lauderdale, FL 33301, Edgar Sampedro 954-579-9646

Beckman Hialeah, 740 W 83rd St, Hialeah, FL 33014 & Kendal, 11800 SW 147th Ave, Miami, FL 33196(8 Bldgs), Antonio Castano 305-525-9701

2. Bidder shall demonstrate reliability in completing janitorial services. List any project that you failed to complete work awarded to you and why the project was not completed.

N/A

3. Bidder shall not be involved in any litigation action as a result of Bidder's negligence or inability to perform project requirements. List all litigation actions which have involved your company and your major subcontractors in the last 5 years.

N/A

### REFERENCE/EMERGENCY CONTACT FORM

1. Company Name: City of Coral Spings  
Contact Name: Henry Giraldo  
Title: Facilities Manager  
Phone: 954-346-1346/954-892-1653 / E-mail: hgiraldo@coralsprings.org  
Contract Dates: Beginning: 2021 / Ending: Current  
Project Description: Responsible for Janitorial services at city buildings

2. Company Name: Broward County Facilities Management Division  
Contact Name: Edgar Sampedro  
Title: Building Manager  
Phone: 954-579-9646 / E-mail: esampedro@broward.org  
Contract Dates: Beginning: 2015 / Ending: 2023  
Project Description: Responsible for all Janitorial & Pressure washing for Broward County Library, Courthouse & Adminstration buildings.

3. Company Name: The Frost Group  
Contact Name: Georgina Wright Alvarez  
Title: Property Manager  
Phone: 305-575-6288 / E-mail: gwright-alvarez@thefrostgrp.com  
Contract Dates: Beginning: 1999 / Ending: Current  
Project Description: Responsible for janitorial at their 8 story building

**Emergency Contact:** Darrin Carlomagno  
Name: Darrin Carlomagno VP of Sales  
Phone: 561-360-9556 / E-mail: dcarlomagno@triangleservices.com



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## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Triangle Administrative Services Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

|                                                                   |                           |
|-------------------------------------------------------------------|---------------------------|
| <b>Employer</b><br>Triangle Administrative Services Inc           |                           |
| <b>Name (Please Type or Print)</b><br>Patricia Gulino             | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>06/07/2013 |
| <b>Department of Homeland Security – Verification Division</b>    |                           |
| <b>Name (Please Type or Print)</b><br>USCIS Verification Division | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>06/17/2013 |



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### Information Required for the E-Verify Program

#### Information relating to your Company:

|                                                     |                                                      |
|-----------------------------------------------------|------------------------------------------------------|
| Company Name                                        | Triangle Administrative Services Inc                 |
| Company Facility Address                            | 10 Fifth Street 2nd Floor<br>Valley Stream, NY 11581 |
| Company Alternate Address                           |                                                      |
| County or Parish                                    | NASSAU                                               |
| Employer Identification Number                      | 113241365                                            |
| North American Industry Classification Systems Code | 813                                                  |
| Parent Company                                      | Triangle Services Inc                                |
| Number of Employees                                 | 20 to 99                                             |
| Number of Sites Verified for                        | 1 site(s)                                            |