

AGREEMENT FOR SAFETY BOOTS AND SUPPLIES
(Utilizing the Martin County Contract #RFB2025-3679)

This Agreement for Safety Boots and Supplies (“Agreement”) is made as of _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida (“CITY”), and **SAFETY & BOOT CENTER, INC**, a corporation authorized to do business in the State of Florida, located at 2927 SE Gran Parkway, Stuart, FL 34997 (“CONTRACTOR”).

RECITALS

WHEREAS the CITY’s Water Utility Department is in need of a company to supply Safety Boots and Supplies; and,

WHEREAS, the CITY’s Procurement Policy and Code authorizes the purchases of goods and services through “piggybacking” other governmental competitively procured contracts; and

WHEREAS, on July 8, 2025, the Martin County Board of County Commissioners (“Martin County”) competitively awarded the CONTRACTOR a contract for Safety Boots and Supplies based on a Martin County Request for Bids (RFB 2025-3679) (“Martin County Contract”); and

WHEREAS, the Martin County Contract currently expires on July 8, 2028, and can be renewed for two (2) one (1) year periods; and

WHEREAS, the CITY has requested, and the CONTRACTOR (along with Martin County) has agreed to extend the terms and conditions of the Martin County Contract to the CITY until July 8, 2028 (and further if renewed); and

WHEREAS, the CITY has reviewed the unit prices in the Martin County Contract, as provided in **Exhibit “A”**, and determined that the unit prices are competitive and will result in the best value to the CITY through July 8, 2028; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Contract**. The Martin County Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The CITY shall have all rights and obligations of Martin County under the Martin County Contract except as specifically modified herein. The term of this Agreement shall be valid until July 8, 2028, unless earlier terminated in accordance with the Martin County Contract terms. This Agreement may be extended by the City Manager consistent with extensions of the Martin County Contract.
3. **Not to Exceed Amount**. While the CONTRACTOR is not guaranteed that the CITY will utilize this Agreement for any good and/or services, if the CITY utilizes this Agreement for goods and/or services, the not to exceed amount for this Agreement shall be **Forty-Five Thousand (\$45,000)** annually.

4. Purchase Orders. The CITY's ordering mechanism for the goods and services under this Agreement shall be a CITY issued Purchase Order. The CONTRACTOR shall not provide any goods or services under this Agreement without a CITY issued Purchase Order specifically for this purpose. The CONTRACTOR shall not perform services which are outside the scope of an issued Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the CONTRACTOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Martin County Contract.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement (including its exhibits);
- b. The Martin County Contract; and,
- c. The City issued Purchase Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all goods and services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. PUBLIC RECORDS. The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the City to perform the service.
 2. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
 4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460

K. Scrutinized Companies.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.
6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

L. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 2. An affidavit from all subcontractors stating that the subcontractors does not employ, contract with, or subcontract with an unauthorized alien;
 3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
 4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095(1) and 448.095, Florida Statutes;
 5. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes shall be grounds for termination of this Agreement; and,
 6. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded an Agreement for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.
- M. Compliance With Section 787.06, Florida Statutes. By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR's authorized representative attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

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

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Safety Boots and Supplies as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendayaho, Financial Services Director

CONTRACTOR:

SAFETY AND BOOT CENTER, INC

By: *Kevin Graves*
Print Name: *Kevin Graves*
Print Title: *Vice President*

[Corporate Seal]

STATE OF *Florida*)
COUNTY OF *Martin*)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10th day of December, 2025 by Kevin Graves, as the Vice President [title] of Safety and Boot Center, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Safety and Boot Center, Inc.**, to the same.

Resa S. Walton
Notary Public Signature

Notary Seal:

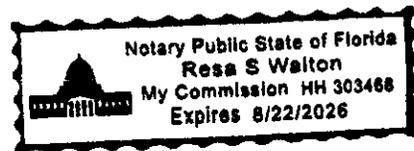


EXHIBIT "A"
(Unit Price Schedule from the Martin County Contract)

RFB2025-3679
 SAFETY BOOTS & SAFETY SUPPLIES / PERSONAL PROTECTIVE EQUIPMENT (PPE)

<i>This form shall be typewritten. Handwritten forms will not be accepted.</i>		
ITEM NO.	DESCRIPTION	TOTAL % DISCOUNT (FROM LIST / CATALOG PRICING)
1	Safety Boots & Shoes	10.00%
ITEM NO.	DESCRIPTION	TOTAL % DISCOUNT (FROM LIST / CATALOG PRICING)
2	Safety Supplies / Personal Protective Equipment (PPE)	10.00%
BIDDER LOCATION (PHYSICAL ADDRESS / STOREFRONT)		
Street Address	2927 SE Gran Park Way	
City, State, Zip Code	Stuart FL 34997	

BID FORM NOTES

- Bidders may submit % discount information for one or both categories
 **If bidding on only one category, leave the other category's % discount section blank

CHECK TOTALS! The County is not responsible for mathematical or typographical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Safety & Boot Center, Inc. Company Name	Kevin Graves Name of Authorized Representative (Print)
2927 SE Gran Park Way Street Address	Vice President Title
Stuart, FL 34997 City, State, Zip	Kevin@sbccfla.com E-mail Address
772-221-8905 Telephone	 V.P. Authorized Signature