

**AGREEMENT FOR BOARD AND SECURE SERVICES**  
**(Utilizing the City of West Palm Beach Contract)**

THIS AGREEMENT (“Agreement” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY” hereafter), and **ANCHORS EMERGENCY BOARD-UP SERVICES, INC.**, 401 SE 3<sup>rd</sup> Terrace, Dania Beach, FL 34004, a Florida corporation (“CONTRACTOR” hereafter).

**RECITALS**

WHEREAS, the CITY desires to hire the CONTRACTOR to perform boarding and securing services for vacant structures throughout the City of Lake Worth Beach; and,

WHEREAS, on October 23, 2019, the City of West Palm Beach awarded a contract for board and secure services under Invitation to Bid (ITB) #18-19-136 to the CONTRACTOR (the “City of West Palm Beach Contract”); and,

WHEREAS, the CITY has requested and the CONTRACTOR (along with the City of West Palm Beach) has agreed to extend the terms and conditions of the City of West Palm Beach Contract to the CITY for board and secure services ; and,

WHEREAS, the CITY has reviewed the schedule of bid items from the City of West Palm Beach Contract (attached as Exhibit A) and determined that the City of West Palm Beach Contract and fee rate schedule prices are competitive and will result in the best value to the CITY.

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. City of West Palm Beach Contract. The City of West Palm Beach Contract (which includes the amendments executed by the City of West Palm Beach and the CONTRACTOR) and the City of West Palm Beach ITB are hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the City of West Palm Beach Contract valid until October 22, 2024 unless extended.
3. Purchase Orders. The CITY’s ordering mechanism for the work under this Agreement shall be a CITY issued Purchase Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the City of West Palm Beach Contract shall take precedence over the terms and conditions stated in the CITY issued Purchase Order. The CONTRACTOR shall not provide any work under this Agreement without a CITY issued Purchase Order specifically for the purpose stated in the Purchase Order, which shall include the applicable statement of work. The CONTRACTOR shall not perform work which is 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 City of West Palm Beach Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

4. 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;
- b. The City of West Palm Beach Contract; and,
- c. The City issued Purchase Order.

5. 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 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.

A. The CITY agrees to compensate the CONTRACTOR in accordance with the schedule of BID Items set forth in **Exhibit "A" provided that, the maximum amount not to exceed under this Agreement shall be Thirty-Five Thousand Dollars (\$35,000.00) annually.** The CITY shall not reimburse the CONTRACTOR for any additional costs incurred as a direct or indirect result of the CONTRACTOR providing services to the CITY under this Agreement and not set forth in Exhibit "A".

6. 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.
- 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: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH, 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 engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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 regards 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.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Board and Secure Services on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

By: \_\_\_\_\_  
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

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

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

CONTRACTOR:

**ANCHORS EMERGENCY BOARD-UP SERVICES, INC.**

By: Kevin L. Anchors

Print Name: KEVIN L. ANCHORS

Title: PRESIDENT

[Corporate Seal]

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Feb., 2020, by Kevin L. Anchors, who was physically present, as President (title), of **Anchors Emergency Board-Up Services, Inc.**, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

[Signature]  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**EXHIBIT A**



(B3)

**ITB 18-19-136, Master Contract for Board & Secure Services  
SCHEDULE OF BID ITEMS**

It is the intent of the City to enter into a single or multiple agreement(s) with one or multiple contractor(s) to provide board and secure services, as is determined to best serve the interests of the City.

There is no obligation on the part of the City to award the bid to the lowest priced bidder, and the City reserves the right to award the contract to the bidder submitting the best overall responsive bid which is most advantageous and in the best interest of the City in achieving the board and secure services, and to waive any irregularity or technicality in the bids received. The City shall be the sole judge of the bids and the resulting agreement that is in its best interest and its decision shall be final.

The Contractor shall furnish all implements, machinery, equipment, transportation, tools, materials, supplies, labor and incidentals necessary for the performance and completion of the work. The contract shall be for a period five (5) year with a firm price for the entire term of the contract for the services.

No	Description	Fixed Cost	Unit of Measurement
1	Window opening, size 36"W x 48"H	78,00	per opening
2	Window opening, smaller than 36" x 48" H	50,00	per opening
3	Window opening, larger than 36" x 48" H	97,00	per opening
4	Exterior door opening	128,00	per opening
5	Garage opening, 9' W x 7' H (single)	432,00	per opening
6	Garage opening, 16' W x 7' H (double)	768,00	per opening
7	Single awning type window	78,00	per opening
8	Window A/C cutout	35,00	per opening
9	Double picture window	128,00	per opening
10	Sliding glass door, standard opening	260,00	per opening
11	Frame out any window, door, a/c opening, etc.	3,00	per linear foot
12	Over size opening not specified above	6,00	per square foot
13	Re-board service where plywood still good	100,00	per hour, labor only

ANCHORS EMERGENCY

Bidder Company Name: ANCHORS-UP SERVICES, INC. Initial: KA

ITB 18-19-136, Master Contract for Board & Secure Services  
SCHEDULE OF BID ITEMS

**Other Related Costs**

Bidder shall list all other cost related to securing services which may not be outlined above, or be outside the listed services (i.e. oversized apertures, special conditions, etc.) and the method of pricing:

ANY JOB ABOVE \$10,000.00 WILL REQUIRE A 50% DEPOSIT

EMERGENCY SERVICE CALL (SAME DAY) \$ 300.00

EMERGENCY SERVICE CALL (NEXT DAY) \$ 300.00

EMERGENCY SERVICE CALL (NIGHT) \$ 300.00

EMERGENCY SERVICE CALL (HOLIDAY) \$ 500.00

\* TO OPEN BUILDINGS FOR INSPECTION \$ 100.00 PER HOUR

2 HOUR MINIMUM (FROM THE TIME WE LEAVE OUR SHOP TO THE TIME WE RETURN.) TRAVEL & LABOR.

Bidder Company Name: ANCHORS EMERGENCY BOARD-UP SERVICES, INC

Authorized Signature: Kevin L. Ankers Date 8/12/2019

Print Name: KEVIN L. ANKERS Title: PRESIDENT

Bid Proposal must be signed in ink by an agent of the company having authority to bid the contractor. Failure to sign the bid proposal shall be cause for rejection.