

RESOLUTION NO. 2023-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRINY BREEZES OF PALM BEACH COUNTY, FLORIDA, RENEWING AND READOPTING THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN JIM PHILLIPPI AND THE TOWN FOR THE POSITION OF TOWN MAINTENANCE CONTRACTOR AND METER READER; PROVIDING FOR CONTINUATION OF THE APPOINTMENT OF JIM PHILLIPPI FOR THE POSITION OF TOWN MAINTENANCE CONTRACTOR AND METER READER CONCURRENTLY UPON ANY RENEWAL OR EXTENSION OF THE CURRENT AGREEMENT FOR SERVICE; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Briny Breezes appointed JIM PHILLIPPI as an independent contractor as the Town's Maintenance Contractor and Meter Reader (hereafter "Service Provider"), to provide such services for and on behalf of the Town and in accordance with the provisions of the Town Code; and,

WHEREAS, The Town of Briny Breezes and the Service Provider have agreed to renew and readopt the prior written agreement for services between the Town and the Service Provider for such purpose.

NOW THEREFORE,

**BE IT RESOLVED BY THE MAYOR AND ALDERMEN
OF THE TOWN OF BRINY BREEZES, FLORIDA:**

- Section 1. The Town Council of the Town of Briny Breezes hereby finds that the facts contained in the preamble hereof are true and correct and are incorporated herein by reference as legislative findings of fact.
- Section 2. The Town and the Service Provider have agreed to renew and readopt the attached written independent contractor agreement for the Town Maintenance Contractor/Meter Reader position.
- Section 3. The Mayor is hereby authorized to execute a written document, attached as Exhibit A, memorializing the renewal and readoption of the independent contractor agreement for services between the Town and the Service Provider, and the Town Clerk is authorized to attest same and affix the Town Seal.
- Section 4. With all extensions and renewals of the Agreement for Services between the Town and the Service Provider, the Service Provider's appointment as the Town's Maintenance Contractor and Meter Reader shall continue in full force and effect without interruption.
- Section 5. All prior Resolutions in conflict herewith are hereby repealed.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Briny Breezes, Florida, in regular session on September 28 2023.

TOWN OF BRINY BREEZES TOWN COUNCIL

Samuel G. Adams

Samuel Gene Adams, Mayor

Christina Adams

Christina Adams, President

ABSENT

Bill Birch, Alderman

Kathleen McGraw

Kathy Gross, Alderman

Elizabeth A. Loper

Liz Loper, Alderman

Sue Thaler

Sue Thaler, Alderman

TOWN SEAL



ATTEST:

Sandi DuBose

Sandi DuBose, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith Davis

Keith Davis

Attorney For Town of Briny Breezes

For relevant testimony, discussion, or oral reports, etc. please refer to the audio CD available at the Town Hall.

EXHIBIT 'A'

RENEWAL OF AGREEMENT FOR METER READER AND MAINTENANCE SERVICES FOR THE TOWN OF BRINY BREEZES

On this 28th day of September, 2023, the Town of Briny Breezes and Jim Phillippi hereby confirm the renewal of the agreement for services between the parties, and the continuing appointment of Jim Phillippi as the Town's Meter Reader and Maintenance Contractor, previously executed by the parties on March 26, 2009. A copy of the Agreement is hereby attached hereto as an Exhibit hereof, and the same is incorporated into and made a part hereof. All other provisions of the contract shall remain in full force and effect, except that the annual compensation for meter reading shall be \$7,540.00 and annual compensation for maintenance work shall be \$1,020.00 unless and until changed by written agreement of the parties.

**AGREEMENT FOR METER READER AND MAINTENANCE
SERVICES FOR THE TOWN OF BRINY BREEZES**

This Agreement is made and entered into by and between the Town of Briny Breezes, a Municipal Corporation of the State of Florida and Jim Phillippi, an Independent Contractor. WITNESSETH:

WHEREAS, the Town Council of the Town of Briny Breezes (hereafter referred to as "Town") adopted Town Resolution No. 2009-3 at public session whereby it duly appointed Jim Phillippi, an Independent Contractor (hereafter referred to as "Independent Contractor") to provide meter reader and maintenance services (hereafter referred to, collectively, as "Services") for the Town and approved the Town's execution of this Agreement pertaining thereto; and,

WHEREAS, the parties hereto have entered into this Agreement to specify the commencement and duration for said services, the compensation therefor, and the terms and conditions whereby the Independent Contractor will provide such services to the Town;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration exchanged between the parties, the receipt whereof they hereby acknowledge, the parties agree as follows:

1. Ratification of Appointment and Acceptance.

The Town hereby ratifies its appointment of Jim Phillippi, an independent Contractor, as Meter Reader and Maintenance Man for the Town of Briny Breezes. Jim Phillippi, an Independent Contractor, hereby accepts said appointment and agrees to provide such meter reading and maintenance services for the Town according to the terms and conditions of this Agreement.

2. Services to be Provided as an Independent Contractor.

At all times that Jim Phillippi is acting under and pursuant to the terms and conditions of this Agreement, he shall be and become an Independent Contractor of the Town. Jim Phillippi shall not be or become an employee of the Town, nor a partner, nor a joint venturer with the Town. As an Independent Contractor, Jim Phillippi shall have the full authority to provide

the Town with the services required hereunder according to his own methods, and he may choose the ways and means he considers best to accomplish the tasks involved, but always subject to such lawful directions as may be given to him by the work orders issued by the Town Council. As an Independent Contractor, Jim Phillippi shall be responsible to the Town only for the results obtained, and not as to the means whereby his work is to be provided.

3. Locations for Providing Services.

The provisions hereof shall apply regardless of the location at which the Independent Contractor provides said services, whether at the Town's metering stations, its lift stations, its pumping stations, or the Town Hall.

4. Work Assignment and Schedule.

There are three work assignments, each having its own work schedule, as follows:

(i) Meter Reading for the Sanitary Sewer Pumps.

The Town's wastewater system has 14 primary pumps and 1 master pump, and each pump has a meter to show the daily pumping volume produced. The pumps and meters are located at the Town's 7 lift stations. The Independent Contractor shall provide the daily reading of these meters and the entry of each reading in the Town's Wastewater Pumping Journal kept at Town Hall. On a periodic basis, the Independent Contractor shall provide maintenance service consisting of applying pump cleaner solution to each pump, as needed, for proper performance. The Independent Contractor shall contact Harvel Utilities, Inc., to report any problems affecting the proper performance of this machinery. The parties estimate the Independent Contractor will be required to spend one and one-half to two hours per day to complete this work assignment.

(ii) Reading the Potable Water Meters.

The Town's potable water system has 3 meters. The Independent Contractor shall provide the daily reading of these meters and the entry of each reading in the Town's Potable Water Meter Journal kept at Town Hall. The Independent Contractor shall contact Harvel Utilities, Inc., to report any problems the proper performance of this machinery. The parties estimate the Independent Contractor will be required to spend an average of one-half hour per day to provide the above described work assignment.

(iii) Maintenance of Town Hall Premises.

The Briny Breezes Town Hall is located at 4802 North Ocean Boulevard, Briny Breezes, Florida. The Town hall is used for one to four public meetings per month, serves as the office for the Town Clerk twice weekly, and provides a sub-station for the daily use of the law enforcement officers of the City of Boynton Beach for police protection services provided to the Town's residents. To properly accommodate the use and occupancy of the Town Hall for these activities, proper and adequate housekeeping services must be performed according to the frequency and intensity of use. The Independent Contractor shall provide the necessary housekeeping duties for the interior maintenance and up-keep of the Town Hall, as and when needed, to

maintain the premises in a neat, clean, safe, and sanitary condition. The parties estimate that the Independent Contractor will be required to spend an average of one and one-half to two hours per week to provide the above described work assignment.

(iv) The Independent Contractor's services to the Town do not require or include the operation of a motor vehicle, or the time spent in travel, nor does the compensation to be paid hereunder provide for payment of any vehicle expense directly or indirectly incurred by the Independent Contractor hereunder.

5. Written Change Orders.

If the parties subsequently decide upon any variation in the Independent Contractor's work assignment and schedule as described above, a written change order shall be prepared, describing the kind, location, time requirements, and the compensation for changes in the work to be provided by the Independent Contractor, which Change Order, when mutually agreed to and signed by the parties, shall amend and become part of this Agreement, accordingly.

6. Compensation for Services.

The Town shall compensate the Independent Contractor for providing the aforesaid services to the Town as follows:

- (i) The Town shall pay the Independent Contractor for all services rendered at the flat rate of \$550.00 per month.
- (ii) The Contractor will invoice the Town for services rendered on a bimonthly basis and the Town will pay the Contractor on a bimonthly basis, on or before 10 days after approval of the expenditure by the Town Council.
- (iii) The compensation paid by the Town to the Independent Contractor is to pay for the aforesaid services provided to the Town only, and not for any travel time or vehicle expenses directly or indirectly incurred hereunder.
- (iv) The workweek for the Independent Contractor in providing all of the above described services for the Town, shall consist of various number of hours per day, as may be needed to complete the work assignments, seven days a week.

7. Tools, Equipment, Materials and Supplies.

The Town will provide the Independent Contractor with the necessary cleaning solution for the sanitary sewer pumps and the janitorial supplies for the maintenance of Town Hall at the Town's own cost and expense. The Independent Contractor shall provide all tools, equipment, materials and any other supplies that are required to provide the services hereunder at the Independent Contractor's own cost and expense.

8. Independent Contractor to Comply with Law.

The Independent Contractor agrees to provide the services to the Town in a proper and workmanlike manner, and in full compliance with all federal, state, county and local laws and regulations governing same.

9. Effective Date.

The effective date of this Agreement shall be April 1, 2009.

10. Term of Agreement; Automatic Renewals.

This Agreement shall take effect as of the effective date hereof and continue thereafter for a period of one year. Annually thereafter, this Agreement shall be automatically renewed for successive one-year periods, unless at least thirty (30) days prior to the date of each year's expiration, either party gives written notice to the other party of its intent to cancel this agreement at the end of that respective year's term.

11. Termination upon Giving Notice and Termination for Cause.

Either party may terminate and cancel this Agreement without cause upon giving 30 days written notice thereof to the other party. Either party may cancel this Agreement upon a written statement of good cause at any time after giving written notice thereof to the other party.

12. Entire Agreement.

This Agreement is declared to be the entire agreement by and between the parties for the Independent Contractor to provide the aforesaid meter reader and maintenance services to the Town, and the related matters herein contained. The terms and provisions hereof shall take precedence over, supersede, amend and replace any and all prior agreements, whether oral or written, between the parties for such purpose. This Agreement shall be modified and amended only by Change Orders in writing and executed with the same formalities as the original.

13. No Assignment by Either Party.

This Agreement may not be assigned by either party hereto.

14. Notices.

All written notices required under, or contemplated by, this Agreement shall be hand delivered, or mailed by certified-mail, return receipt requested. to the following addresses:

- (i) As to the Town: Office of the Mayor, Town of Briny Breezes, Briny Breezes Town Hall, 4802 North Ocean Boulevard, Briny Breezes, Florida 33435.
- (ii) As to the Independent Contractor: Jim Phillippi, 19 Bamboo Drive, Briny Breezes, Florida 33435.

15. Equal Interpretation.

This agreement has been negotiated and drafted by both parties hereto and shall not be more strictly construed against either party.

16. Severability.

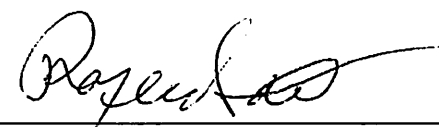
If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of March 2009.

**JIM PHILLIPPI, Independent Contractor
FLORIDA**

By: 
JIM PHILLIPPI

TOWN OF BRINY BREEZES,

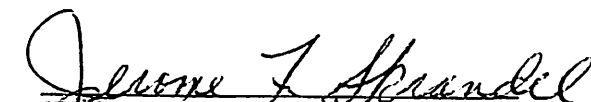
By: 
MAYOR, ROGER BENNETT

ATTEST:


KATHLEEN BRAY, Town Clerk, Pro Tem

TOWN SEAL

APPROVED AS TO FORM AND CORRECTNESS:


JÉROME F. SKRANDEL, ATTORNEY
FOR TOWN OF BRINY BREEZES