

# AUTHORIZATION FORM

**Originator:**

Name Joel Burzynski      Department Finance      Ext. 7153      Date 1-8-25

**Description of Request:** BW2025-003 Golf Club Management

Department Leave Form ☐ Check Request Form ☐ Acquisition Approval ☐

Budget Transfer ☐ Grant Item ☐ Memorandum Service Authorization Approval ☐

☐ Other (Please Specify) For Review and approval by City Manager

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Chief Procurement Officer: Cigene Pittaker

Department Head Signature: Henry Dachowitz

Henry Dachowitz (Jan 8, 2025 13:54 EST)

Finance Signature:(if request impacts budget) \_\_\_\_\_

**Review Completed by Staff – Comments:**

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☐ RETURN TO ORIGINATOR FOR ADDITIONAL COMMENTS

☐ APPROVED FOR Chief Procurement Officer

**TRACKING:**

Returned to \_\_\_\_\_ Department for additional information on: \_\_\_\_\_

Forwarded to \_\_\_\_\_ Department for action on: \_\_\_\_\_



**M E M O R A N D U M**  
**BID WAIVER ACQUISITION APPROVAL**

**DATE:** January 6, 2025

**TO:** Terrence R. Moore, ICMA-CM, City Manager

**THRU:** Henry Dachowitz, Chief Financial Officer

**FROM:** Sam Metott, Director of Parks and Recreation 

**SUBJECT:** Bid Waiver – Management Services for Delray Beach Golf Club and Lakeview Golf Club

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**Background**

The city requires management services for the Delray Beach Golf Club and Lakeview Golf Club.

On May 2, 2017, the City and BJCE, Inc. (BJCE), pursuant to Request for Proposal (RFP) No. 2016-079, entered into a two-year agreement with two one-year renewal options to provide management services for the Delray Beach Golf Course and Lakeview Golf Course. The Original Agreement also permitted the City to request a six-month extension to the term of the Agreement in the event of its expiration. The city exercised both options to renew and the six-month extension, extending the Original Agreement through October 31, 2021.

During the August 24, 2021, City Commission Budget Workshop Meeting, the City Commission expressed a desire to seek Letters of Interest for a Public Private Partnership (P3) for the redesign, construction, and management of the Delray Beach Golf Club.

On September 23, 2021, due to the City Commission's intention to seek Letters of Interest for a P3, the full and open competitive acquisition process was waived, and the City and BJCE entered into a new one-year agreement to continue providing management services from October 31, 2021, through October 30, 2022 (the "Second Agreement").

On August 10, 2022, the City issued a Request for Proposals (RFP) No. 2022-053 for a P3 to redesign, construct, and manage the Delray Beach Golf Club.

On September 21, 2022, in accordance with the Purchasing Policies and Procedures Manual, the City Manager extended the Second Agreement for one-hundred and eighty (180) days, extending the term through March 22, 2023.

The solicitation process for RFP 2022-053 was not going to be completed prior to the expiration of the Second Agreement and given the ongoing solicitation for the redevelopment of the Delray Beach Golf Club, the city waived the full and open competitive acquisition

process to continue receiving management services from the Contractor for the Delray Beach Golf Club and Lakeview Golf Club through March 27, 2024.

The city rejected all proposals associated with RFP 2022-053.

On January 5, 2024, the City issued Request for Information (RFI) No. 2024-013 to obtain management services for the Delray Beach Golf Club and Lakeview Golf Club. The solicitation process for RFI 2024-013 would not be completed prior to the expiration date of March 27, 2024, and on February 7, 2024, Bid Waiver Acquisition (BW2024-003) was approved to extend the golf course management contract for a term of one year and is set to expire on March 27, 2025.

Request For Information (RFI 2024-013) was opened on February 21, 2024 (RFI 2024-013) and four (4) firms submitted proposals. The City Commission rejected all proposals.

#### Justification

The city continues to require management services for the Delray Beach Golf Club and Lakeview Golf Club, and it is in the best interest of the city to waive the full open and competitive acquisition process to receive uninterrupted management services for the Delray Beach Golf Club and the Lakeview Golf Club.

Staff is requesting a bid waiver to facilitate entering into an Agreement with BJCE, Inc. to avoid disruption in service.

#### Market Research

BJCE has been the management company for both Delray Beach Municipal and Lakeview golf courses since 1990 and provides quality services consistent with levels of other city facilities. Staff have determined the terms and conditions that are currently being offered to the City by the current vendor are fair and reasonable.

☐ Need Additional Information      ☐ Not Approved

Comments: \_\_\_\_\_  
\_\_\_\_\_

☐ Approved      This Bid Waiver approval is valid for this purchase only.

Henry Dachowitz  
Henry Dachowitz (Jan 8, 2025 13:54 EST)

Jan 08, 2025

N/A

Chief Financial Officer

Date

Information  
Director

Technology

(IT)

Date



Jan 08, 2025

City Manager

Date

## **BID WAIVER AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made by and between the City of Delray Beach, a Florida municipal corporation (the "City") whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444 and BJCE, Inc., a Florida profit corporation (the "Contractor"), whose address is 1300 NW 17<sup>th</sup> Avenue, Suite 273G, Delray Beach, FL 33445 is entered into this 5<sup>th</sup> day of March 2024.

**WHEREAS**, the City requires management services for the Delray Beach Golf Club and Lakeview Golf Club; and

**WHEREAS**, on May 2, 2017, the City and Contractor, pursuant to Request for Proposal No. 2016-079, entered into a two year agreement with two one-year renewal options to provide management services for the Delray Beach Golf Course and Lakeview Golf Course (the "Original Agreement"); and

**WHEREAS**, the Original Agreement also permitted the City to request a six-month extension to the term of the Agreement in the event of its expiration; and

**WHEREAS**, the City exercised both options to renew and the six-month extension, extending the Original Agreement through October 31, 2021; and

**WHEREAS**, during the August 24, 2021, City Commission Budget Workshop Meeting, the City Commission expressed a desire to seek Letters of Interest for a Public Private Partnership (P3) for the redesign, construction, and management of the Delray Beach Golf Club; and

**WHEREAS**, on September 23, 2021, due to the City Commission's intention to seek Letters of Interest for a P3, the full and open competitive acquisition process was waived, and the City and Contractor entered into a new one year agreement to continue providing management services from October 31, 2021, through October 30, 2022 (the "Second Agreement"); and

**WHEREAS**, on August 10, 2022, the City issued a Request for Proposals (RFP) No. 2022-053 for a P3 to redesign, construct, and manage the Delray Beach Golf Club; and

**WHEREAS**, on September 21, 2022, in accordance with the Purchasing Policies and Procedures Manual, the City Manager extended the Second Agreement for one-hundred and eighty (180) days, extending the term through March 22, 2023; and

**WHEREAS**, the solicitation process for RFP 2022-053 was not going to be completed prior to the expiration of the Second Agreement; and

**WHEREAS**, given the ongoing solicitation for the redevelopment of the Delray Beach Golf Club, the City waived the full and open competitive acquisition process to continue receiving management services from the Contractor for the Delray Beach Golf Club and Lakeview Golf Club through March 27, 2024; and



**WHEREAS**, the City rejected all proposals associated with RFP 2022-053;

**WHEREAS**, on January 5, 2024, the City issued Request for Information (RFI) No. 2024-013 to obtain management services for the Delray Beach Golf Club and Lakeview Golf Club; and

**WHEREAS**, the solicitation process for RFI 2024-013 will not be completed prior to March 27, 2024; and

**WHEREAS**, the City continues to require management services for the Delray Beach Golf Club and Lakeview Golf Club; and

**WHEREAS**, it is in the best interest of the City to waive the full open and competitive acquisition process to receive uninterrupted management services for the Delray Beach Golf Club and the Lakeview Golf Club; and

**WHEREAS**, the City desires to procure these services from the Contractor in accordance with the City's Bid Waiver policy subject to the terms and conditions of this Agreement, the City's Purchasing ordinances, and Florida Law.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide management services for the Delray Beach Golf Club and Lakeview Golf Club to the City, in accordance with and pursuant to the Contractor's proposal, attached hereto and incorporated herein as Exhibit "A", and the terms and conditions of this Agreement.
3. This Agreement is in full force and effect upon full execution and shall remain in effect for a term of one (1) year.
4. The City, at its sole discretion reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for the reasonable costs incurred by the Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."
5. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth

herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

With a copy to:

City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney

For CONTRACTOR:

BJCE, Inc.  
1300 N.W. 17th Avenue  
Suite 273G  
Delray Beach, Florida 33445  
Attn: Sharon S. Painter, CEO

6. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

**8. 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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

The Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the 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, in a format that is compatible with the information technology systems of the City.
- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this Agreement in accordance with state law.

9. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

10. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

11. By entering into this Agreement, Contractor acknowledges its obligation to

comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

12. The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

13. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement
- b. The City's purchase order terms and conditions

[Remainder of this Page is Intentionally Blank]



IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney



BJCE, INC.

By: Sharon S. Painter

Print Name: Sharon S. Painter

Title: CEO

STATE OF Florida  
COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of February, 2024 by (name of person), as CEO (type of authority) for BJCE, Inc (name of party on behalf of whom instrument was executed).

Personally known I OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Cynthia M. Doll  
Notary Public – State of Florida



CYNTHIA M. DOLL  
Commission # HH 099151  
Expires June 29, 2025  
Bonded Thru Budget Notary Services




**M E M O R A N D U M**  
**BID WAIVER ACQUISITION APPROVAL**

**DATE:** February 7, 2024

**TO:** Terrence R. Moore, ICMA-CM, City Manager

**THRU:** Hugh Dunkley, Chief Financial Officer

**FROM:** Sam Metott, Director of Parks and Recreation 

**SUBJECT:** Bid Waiver to Renew – Management Services for Delray Beach Golf Club and Lakeview Golf Club

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**Background:** The City entered into an award of RFP 2016-079 with BJCE, Inc. (the "Agreement") to provide Golf Club Management Services for the Delray Beach Municipal Golf Course and Lakeview Golf Course on May 2, 2017. The initial term of the Agreement was through April 30, 2019, with a two-year renewal option through April 30, 2021. The contract sum of this agreement was a not-to-exceed amount of \$140,000 annually. The City exercised its renewal options.

On April 20, 2021, the City Commission extended the term for six-months, with an amended Agreement term through October 30, 2021, at the contracted prorated amount of \$70,000. During the City Commission Budget Workshop Meeting held on August 24, 2021, the City Commission decided to seek Letters of Interest (LOI) for a Public Private Partnership (P3) for the redesign, construction, and management of the City-owned 18-hole golf course and clubhouse. As a result, on September 23, 2021, the City Commission waived the full and open competitive acquisition process to continue management services for the Delray Beach Golf Club and Lakeview Golf Club with an effective term of October 31, 2021 through October 30, 2022. On September 21, 2022, in accordance with the Purchasing Policies and Procedures Manual, the City Manager extended the agreement for one-hundred and eighty (180) days which expires on March 22, 2023.

Staff is hereby requesting a bid waiver to facilitate entering into an Agreement with BJCE, Inc. to avoid disruption in service. Staff feels that it is in the City's best interest to extend the golf course management contract with the existing vendor for a term of one year.

**Justification:** Staff recommends using the current vendor, because the City is currently in the process of soliciting a Request For Information (RFI 2024-013) to evaluate potential vendors abilities to provide the services described herein and feels that it is in the City's best interest to extend the contract with the existing vendor.

**Market Research:** BJCE, Inc. has been the management company for both Delray Beach Municipal and Lakeview golf courses since 1990 and provides quality services consistent with

levels of other city facilities. Staff has determined the terms and conditions that are currently being offered to the City by the current vendor are fair and reasonable.

☐ Need Additional Information

☐ Not Approved

Comments: \_\_\_\_\_

\_\_\_\_\_



Approved

This Bid Waiver approval is valid for this purchase only

*Hugh Dunkley*

02/21/2024

N/A

Chief Financial Officer

Date

Information Technology (IT) Director

Date

*[Signature]*

2/21/2024

City Manager

Date

## AUTHORIZATION FORM



Do not write / CM Office Only

CMO Log #: \_\_\_\_\_

Rcv'd Date: \_\_\_\_\_

### Originator:

Name Joel Burzynski      Department Purchasing      Ext. 1753      Date 2-7-24

**Description of Request:** BW2024-003 Golf Club Management

Department Leave Form ☐ Check Request Form ☐ Acquisition Approval ☐

Budget Transfer ☐ Grant Item ☐ Memorandum Service Authorization Approval ☐

☐ Other (Please Specify) Parks and Recreation is requesting a BW for Golf Club Manag

The current BW is set to expire on March 27, 2024 and the City has an RFI for Golf Clut  
Parks is request a BW for one-year

Purchasing Manager: \_\_\_\_\_

Department Head Signature: High Drinking \_\_\_\_\_

Finance Signature:(if request impacts budget) \_\_\_\_\_

### Review Completed by Staff – Comments:

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- ☐ RETURN TO ORIGINATOR FOR ADDITIONAL COMMENTS
- ☐ APPROVED FOR TERRENCE R. MOORE, ICMA-CM SIGNATURE
- ☐ APPROVED FOR JEFFREY ORIS, ACM SIGNATURE

### TRACKING:

Returned to \_\_\_\_\_ Department for additional information on: \_\_\_\_\_

Forwarded to \_\_\_\_\_ Department for action on: \_\_\_\_\_



## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Bid Waiver Agreement with BJCE, Inc., for management services of golf club/course

Department: Parks and Rec

Contact person: Joel Burzynski

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New ☒

Renewal\* ☐

Amendment\* ☐

\*Renewal: Only change is the agreement term  
\*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

### Agreement Terms:

### Comments/Specific Provision in Agreement

Term (Duration of Agreement)	P3; 1 year
Termination Clause	P4; for cause of convenience
Renewal Clause	N/A
Insurance	City standard
Indemnification	City standard
Assignment	P6
Fiscal Funding Requirement	P10
FL. Public Records Provision (2016)	P8
Inspector General Provision	P9
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	P7; each bears own
E-verify	P11

### Business Principles:

### Comments

Fees: Total Value	\$140,000?
Fees: Per Fiscal Year	N/A

### Other Issues:

### Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Exhibit "A" contains all data and performance standards for 2021/2022. Waiting on updated Exhibit "A".
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: William Bennett, Esq.

Reviewed and approved as to form and legal sufficiency only

RESOLUTION NO. 68-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BJCE, INC., FOR MANAGEMENT SERVICES FOR THE DELRAY BEACH GOLF CLUB AND LAKEVIEW GOLF COURSE, PURSUANT TO A BID WAIVER; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (the “City”) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires management services for the Delray Beach Golf Club and Lakeview Golf Course; and

WHEREAS, on May 2, 2017, the City and BJCE, Inc. (the “Contractor”), pursuant to Request for Proposals No. 2016-079, entered into a two year agreement with two one-year renewal options to provide management services for the Delray Beach Golf Club and Lakeview Golf Course (the “Original Agreement”); and

WHEREAS, the Original Agreement also permitted the City to request a six-month extension to the term of the Agreement in the event of its expiration; and

WHEREAS, the City exercised both options to renew and the six-month extension, extending the Original Agreement through October 31, 2021; and

WHEREAS, during the August 24, 2021, City Commission Budget Workshop Meeting, the City Commission expressed a desire to seek Letters of Interest for a Public Private Partnership (P3) for the redesign, construction, and management of the Delray Beach Golf Club; and

WHEREAS, on September 23, 2021, due to the City Commission’s intention to seek Letters of Interest for a P3, the full and open competitive acquisition process was waived, and the City and Contractor entered into a new one year agreement to continue providing management services for the Delray Beach Golf Club and the Lakeview Golf Course, from October 31, 2021, through October 30, 2022 (the “Second Agreement”); and

WHEREAS, on August 10, 2022, the City issued a Request for Proposals (RFP) No. 2022-053 for a P3 to redesign, construct, and manage the Delray Beach Golf Club; and

WHEREAS, on September 21, 2022, in accordance with the Purchasing Policies and Procedures Manual, the City Manager extended the Second Agreement for one-hundred and eighty (180) days, extending the term through March 22, 2023; and

WHEREAS, the solicitation process for RFP 2022-053 was not going to be completed prior to the expiration of the Second Agreement; and

WHEREAS, given the ongoing solicitation for the redevelopment of the Delray Beach Golf Club, the City waived the full and open competitive acquisition process to continue receiving management services from the Contractor for the Delray Beach Golf Club and Lakeview Golf Course through March 27, 2024; and

WHEREAS, the City rejected all proposals associated with RFP 2022-053; and

WHEREAS, on January 5, 2024, the City issued Request for Information (RFI) No. 2024-013 to obtain management services for the Delray Beach Golf Club and Lakeview Golf Course; and

WHEREAS, the solicitation process for RFI 2024-013 will not be completed prior to March 27, 2024; and

WHEREAS, the City continues to require management services for the Delray Beach Golf Club and Lakeview Golf Course; and

WHEREAS, it is in the best interest of the City to waive the full open and competitive acquisition process to receive uninterrupted management services for the Delray Beach Golf Club and the Lakeview Golf Course; and

WHEREAS, on February 21, 2024, in accordance with Section 38 of the City's Purchasing Policies and Procedures Manual, the City approved a bid waiver to enter into an agreement with Contractor for management services pursuant to the Memorandum attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City desires to enter into an agreement with the Contractor in accordance with the City's Bid Waiver policy (the "Agreement"); and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.


Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves the Agreement between the City and Contractor, attached hereto and incorporated herein as Exhibit "B".

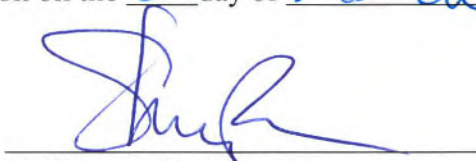
Section 3. The City Commission authorizes the City Manager to take any other actions necessary to effectuate this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

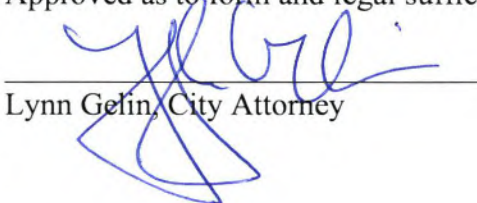
PASSED AND ADOPTED in regular session on the 5<sup>th</sup> day of March, 2024.

ATTEST:

  
Katerri Johnson, City Clerk

  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

  
Lynn Gelin, City Attorney
















# BW2025-003 Golf Club Management

Final Audit Report

2025-01-08

Created:	2025-01-08
By:	Joel Burzynski (burzynskij@mydelraybeach.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIRd_GyV8JTf5XyVkEjL3O3jHZBapMyna

## "BW2025-003 Golf Club Management" History

-  Document created by Joel Burzynski (burzynskij@mydelraybeach.com)  
2025-01-08 - 2:52:22 PM GMT
-  Document emailed to Eugene Bitteker (BittekerE@mydelraybeach.com) for signature  
2025-01-08 - 2:52:27 PM GMT
-  Email viewed by Eugene Bitteker (BittekerE@mydelraybeach.com)  
2025-01-08 - 5:41:22 PM GMT
-  Document e-signed by Eugene Bitteker (BittekerE@mydelraybeach.com)  
Signature Date: 2025-01-08 - 5:41:59 PM GMT - Time Source: server
-  Document emailed to Henry Dachowitz (DachowitzH@mydelraybeach.com) for signature  
2025-01-08 - 5:42:01 PM GMT
-  Email viewed by Henry Dachowitz (DachowitzH@mydelraybeach.com)  
2025-01-08 - 6:50:25 PM GMT
-  Document e-signed by Henry Dachowitz (DachowitzH@mydelraybeach.com)  
Signature Date: 2025-01-08 - 6:54:39 PM GMT - Time Source: server
-  Document emailed to Terrence Moore (moore@mydelraybeach.com) for signature  
2025-01-08 - 6:54:41 PM GMT
-  Email viewed by Terrence Moore (moore@mydelraybeach.com)  
2025-01-08 - 7:02:07 PM GMT
-  Document e-signed by Terrence Moore (moore@mydelraybeach.com)  
Signature Date: 2025-01-08 - 7:02:24 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-08 - 7:02:24 PM GMT



**Adobe Acrobat Sign**