



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, October 20, 2025 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Judith Dugo, Councilmember, District III

Vacant, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS - None.

CONSENT AGENDA

1. Official City Council Meeting Minutes: City Council Meeting Minutes, October 6, 2025.
- Quintella L. Moorer, City Clerk.
2. Resolution 2025-50: Approving an agreement for mobile and temporary Food Event Services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Purchasing Director.
3. Resolution 2025-51: Approving an agreement for Geographic Information System (GIS) professional services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Purchasing Director.

REGULAR AGENDA

4. District 5 Councilmember Selection. - Mayor Chuck Shaw.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

5. Community Recreation Services Report.
6. Development and Neighborhood Services Report.

- [7.](#) Finance Report.
- [8.](#) Fire Rescue Report.
- [9.](#) Information Technology Report.
- [10.](#) Palm Beach Sheriff's Office District 16 Report.
- [11.](#) Public Works Report.
- [12.](#) Purchasing Report.
- [13.](#) Youth Programs Report.

CITY ATTORNEY'S REPORT**MAYOR AND CITY COUNCIL REPORT****ADJOURNMENT****Future City Council Meetings**

November 3, 2025

November 17, 2025

Meeting Records Request

Any person requesting the appeal of a decision of the City Council will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to FS. 286.0105, the record must include the testimony and evidence upon which the appeal is to be based. The City of Greenacres does not prepare or provide such verbatim record.

Notice of Council Meetings and Agendas

The first and third Monday of each month are regular meeting dates for the City Council; special or workshop meetings may be called, whenever necessary. Council Agendas are posted on the City's website on the Friday prior to each Council meeting. A copy of the meeting audio and the complete agenda may be requested at CityClerk@greenacresfl.gov or 561-642-2006.

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 upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Quintella Moorer at Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida. Phone No. 561-642-2006. Hearing Assistance: If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, October 06, 2025 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Judith Dugo, Councilmember, District III

Vacant, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

Mayor Shaw called the meeting to order at 6PM. Councilmember Dugo was absent and all other Councilmembers were present.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Deputy Mayor Diaz, Seconded by Councilmember Tharp to approve the agenda.

Voting Yea: Deputy Mayor Diaz, Councilmember Noble, and Councilmember Tharp.

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

- 1. Proclamation:** National Women's Small Business Month, October 2025. - Vyda Salon & Spa, LLC - Gissela Bustinza, Owner; Nursing Services of Palm Beach - Eleonor Rodrigues, Founder/CEO; Quince Gallery - Sara L. Velez, Owner.

Deputy Mayor Diaz read the proclamation by title.

Ms. Velez and Ms. Bustinza thanked the Council for their support and recognition.

Ms. Rodrigues thanked everyone for their recognition and support.

Photos were taken.

- 2. Proclamation:** Fire Prevention Week, October 5-11, 2025. - Chief Phillip Konz, Fire Rescue.

Councilmember Tharp read the proclamation by title.

Chief Konz thanked the Council for their recognition and support.

Photos were taken.

- 3. Proclamation:** City Government Week, October 20-26, 2025. - Adam Mohammed, Assistant Director of Youth Programs.

Deputy Mayor Diaz read the proclamation by title.

Mr. Mohammed thanked the Council for the recognition and support.

Some of the students spoke about some of things they learned during City Government Week at Youth Programs.

Photos were taken.

- 4. Proclamation:** National Community Planning Month, October 2025. - Denise Malone, Director of Development and Neighborhood Services and Staff.

Councilmember Tharp read the proclamation by title.

Ms. Malone thanked the Council for their recognition and support. She also thanked her department staff and board members.

Photos were taken.

CONSENT AGENDA

- 5. Official City Council Meeting Minutes:** City Council Meeting Minutes. September 17, 2025. - Quintella L. Moorer, City Clerk.
- 6. Resolution 2025-48:** Approving the fiscal year 2026 increase for Fire Protection and Emergency Medical Services by and between the City of Greenacres and the City of Atlantis; providing for an effective date. - Chief Phillip Konz, Fire Rescue.
- 7. Resolution 2025-49:** Approving the amendment of the Adoption Agreement for the Florida Municipal Pension Trust Fund 457(b) Plan to include general employees who are members of the Florida Retirement System; and authorizing the appropriate City Official to effectuate the terms of the agreement. - Andrea McCue, City Manager.
- 8. Appointments of Education Advisory Committee Members:** Appointing Quinella Davis and Sahily D. Macias Villegas to serve a two (2) year term. - Andrea McCue, City Manager.

Motion made by Deputy Mayor Diaz, Seconded by Councilmember Tharp to remove Item 8 from the Consent Agenda and approve all other items.

Voting Yea: Deputy Mayor Diaz, Councilmember Noble, and Councilmember Tharp.

REGULAR AGENDA - None.

Deputy Mayor Diaz thanked Ms. Macias for being a part of the Education Committee.

Motion made by Deputy Mayor Diaz, Seconded by Councilmember Tharp to approve the appointment of Ms. Davis and Ms. Macias to the Education Committee.

Voting Yea: Deputy Mayor Diaz, Councilmember Noble, and Councilmember Tharp.

DISCUSSION ITEM

9. District 5 Councilmember Appointment Process. - Andrea McCue, City Manager.

Ms. McCue explained the City's Charter process of selecting a candidate to fulfill the unexpired term of Councilmember Paula Bousquet's District 5 seat until March 2028. She mentioned the accepted applications received from September 19 to October 3rd were

provided for the Council's review. The appointment would take place during the October 20, 2025, Council meeting.

She stated the Council may contact any of the five candidates prior to the meeting.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Mr. Nathan Galang, resident, suggested the Council select a well-rounded member to serve in the District 5 seat. He wished the Council the best in the selection.

CITY MANAGER'S REPORT

No report.

CITY ATTORNEY'S REPORT

No report.

MAYOR AND CITY COUNCIL REPORT

Deputy Mayor Diaz thanked Dr. Phillip Harris and Nicole King for a successful Sunday Sounds event.

Councilmember Tharp echoed Deputy Mayor Diaz comments. He also thanked the IIAF 2928 and Palm Beach County Fire Rescue for the Fire Option 101 experience.

ADJOURNMENT

6:28PM.

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: October 20, 2025

FROM: Monica Powery, Director, Purchasing

SUBJECT: Award of RFP No. 25-010 Mobile and Temporary Food Event Services

BACKGROUND

The City of Greenacres requires qualified mobile and temporary food vendors to provide services for various City-sponsored events. To meet this need, the Purchasing Department issued Request for Proposals (RFP) No. 25-010, which was advertised in the Palm Beach Post legal notices on August 3, 2025, and distributed to two hundred and twelve (212) prospective proposers.

ANALYSIS

The RFP closed on September 5, 2025, at 3:00 p.m. EST. The City received three (3) responses, which were reviewed by the Purchasing Department to ensure all submittals were responsive and responsible.

Because only three proposals were received, the City elected not to conduct a formal ranking or interview process. Instead, the Purchasing Department recommends awarding contracts to all three qualified vendors to ensure we meet the event demands and provide a variety at our City events.

The recommended vendors are:

- Gulfstream Goodwill Industries, Inc. d/b/a Good Grub
- Kona Ice of South West Palm Beach
- That's My Dog Corp

The City has successfully worked with Kona Ice of South West Palm Beach and That's My Dog Corp in the past, both of whom have provided excellent service and strong community engagement. Good Grub also submitted a strong proposal demonstrating experience, capacity, and a positive approach to community event participation.

These three vendors collectively provide a diverse range of food options and are well-suited to support City events throughout the year.

FINANCIAL INFORMATION

The City will not expense any funds associated with the award of this agreement. Sponsors shall pay the City an established event fee for being permitted to sell food items at City events.

LEGAL

The recommendation for award is in accordance with the requirements of City policies and procedures.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 2025-50, authorizing execution of a one-year agreement with the option for three (3) additional one-year renewals with Gulfstream Goodwill Industries, Inc. d/b/a Good Grub, Kona Ice of South West Palm Beach, and That's My Dog Corp for Mobile and Temporary Food Event Services.

RESOLUTION NO. 2025-50

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AN AGREEMENT FOR MOBILE AND TEMPORARY FOOD EVENT SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is in need of qualified Mobile and Temporary Food Companies for various City events; and

WHEREAS, The Purchasing Department issued Invitation to RFP No. 25-010 (the “RFP”); and

WHEREAS, the Director of Purchasing recommends approval of the Agreement; and

WHEREAS, the RFP was advertised on the legal notices section of the Palm Beach Post on August 3, 2025 , and a notice was also sent to two hundred and twelve (212) prospective proposers.

WHEREAS, on September 5, 2025 at 3:00 p.m. EST, the RFP closed and the Purchasing Department (the “Department”) received three (3) responses which were reviewed by the Purchasing Department to ensure the responses met the RFP requirements and the proposers were both responsive and responsible; and

WHEREAS, the Purchasing Department recommends that the City Council approved award of the RFP to Gulfstream Goodwill Industries, Inc. d/b/a Good Grub, Kona Ice of South West Palm Beach, and That's My Dog Corp and authorize the execution of the contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council hereby authorizes the Agreement for Mobile and Temporary Food Event Services between the City of Greenacres and Gulfstream Goodwill Industries, Inc. d/b/a Good Grub, Kona Ice of South West Palm Beach, and That's My Dog Corp.

Resolution No. 2025-50 | Mobile and Temporary Food Event Services

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SECTION 2. The agreement shall be for an initial term of one (1) year, with the option to renew for up to three (3) additional one-year terms, subject to mutual agreement and appropriation of funds by the City Council.

SECTION 3. The City Council authorizes the appropriate City Officials to execute the agreement and take all necessary actions to carry out the intent of this Resolution.

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

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RESOLVED AND ADOPTED this 20th of October 2025

Chuck Shaw, Mayor

John Tharp, Deputy Mayor

Voted:

Attest:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, Deputy Mayor

Voted:

Vacant, Council Member, *District V*

Voted:

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

Proposal Closing:
September 5, 2025
3:00 P.M.

**Proposals Received for
RFP NO. 25-010
MOBILE AND TEMPORARY FOOD EVENT SERVICES**

	COMPANY	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE
1	Gulfstream Goodwill Industries, Inc. d/b/a Good Grub	Kevin Bell	1715 Tiffany Drive East	West Palm Beach	FL	33407	561-848-7200
2	Kona Ice of South West Palm Beach	Noupane Khamninh	3472 Blanchette Trail	Lake Worth	FL	33467	561-254-5076
3	That's my Dog Corp	Tiffany Hamilton	1221 NW 51st Ave	Lauderhill	FL	33313	754-367-8086

Opened by:

Randi Whitcomb
Senior Buyer

Witnessed by:

Yvens Marc
Human Resources Manager

SPONSOR AGREEMENT

Mobile and Temporary Food Event Services

THIS SPONSOR AGREEMENT ("Agreement") is made this 20th day of October, 2025, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the "CITY", and **Gulfstream Goodwill Industries, Inc.**, a corporation authorized to do business in the State of Florida, herein referred to as the "SPONSOR".

RECITALS

WHEREAS, the CITY issued [Request for Proposal No. 25-010 for the procurement of mobile and temporary food event services ("RFP" hereafter);

WHEREAS, SPONSOR submitted a proposal to perform the services described and set out in the RFP;

WHEREAS, the CITY desires to accept SPONSOR'S proposal in order for SPONSOR to render the services to the CITY as provided herein;

WHEREAS, the SPONSOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the RFP to the SPONSOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the SPONSOR, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

1. Term

1.1 The term of this Agreement shall be for one (1) year beginning on November 1, 2025. In accordance with the RFP, at the end of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year terms upon mutual written consent of the parties. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work

2.1 SPONSOR agrees to provide mobile and temporary food event services to CITY as set forth in the RFP and SPONSOR'S proposal response dated September 5, 2025, which RFP and SPONSOR'S proposal are incorporated herein by reference. SPONSOR shall furnish all labor, supplies, equipment, tools, service and supervision necessary to perform the work necessary with a safe, neat, and clean environment required to complete the work described and required by the RFP.

2.2 All requirements in the RFP and any exhibits or addenda issued therewith are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.3 The SPONSOR represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the SPONSOR'S trade in general and that the SPONSOR'S services shall conform to the highest standards and in accordance with this Agreement.

2.4 The SPONSOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

3. INDEPENDENT SPONSOR AND USE OF AGENTS OR ASSISTANTS

3.1 It is expressly agreed that SPONSOR is and shall be in the performance of all work, services, and activities under this Agreement an independent SPONSOR and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to SPONSOR'S sole direction, supervision and control. SPONSOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects SPONSOR'S relationship and the relationship of its employees to the CITY shall be that of an independent SPONSOR and not as employees or agents of the CITY.

3.2 In the event SPONSOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, SPONSOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated herein for the SPONSOR.

3.3 To the extent reasonably necessary to enable the SPONSOR to perform its duties hereunder, the SPONSOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the SPONSOR.

4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the SPONSOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the SPONSOR under this Agreement.

5. EQUIPMENT

5.1 The SPONSOR shall provide the equipment necessary to complete the various services to be performed hereunder. In the event SPONSOR requires equipment from the CITY, the SPONSOR shall meet and confer with the CITY before services commences. In the event the CITY'S equipment is to be utilized, any costs chargeable to the SPONSOR shall be agreed upon in advance of the commencement of services.

6. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CITY shall issue an event invitation a minimum of ninety (90) days prior to the event.

7. MAXIMUM COSTS

7.1 The SPONSOR expressly acknowledges and agrees that the event fee shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

8. PAYMENTS

8.1 The SPONSOR shall submit event fee no later than forty-five (45) days prior to the event.

9. AUDIT BY CITY

9.1 The SPONSOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the SPONSOR'S performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the SPONSOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SPONSOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The SPONSOR shall not make changes in the Scope of Services or perform any additional services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional services or materials. Additional labor or materials provided without written amendment shall be done at the SPONSOR'S risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the SPONSOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the SPONSOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

- A. If the SPONSOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such services from another SPONSOR and the CITY may withhold any money due or which may become due to the SPONSOR for such services related to the claimed default; or
- B. If after ten (10) days the SPONSOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the SPONSOR would be compensated only for that services which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

14.1 Prior to the effective date of this contract, SPONSOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverages:

Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of one hundred thousand dollars (\$100,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

SPONSOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event SPONSOR does not own automobiles, SPONSOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the SPONSOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the SPONSOR shall relieve the SPONSOR from responsibility to provide insurance as required by this Agreement.

14.5 The SPONSOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.6 The SPONSOR'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another SPONSOR without the CITY incurring any liability to the SPONSOR.

15. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The SPONSOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the SPONSOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the SPONSOR directly or indirectly employed).

16.2 The SPONSOR'S obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the SPONSOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The SPONSOR'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17. ENTIRE AGREEMENT

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. **This Agreement consists of the terms and conditions herein stated and the RFP and SPONSOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the RFP next taking precedence.**

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the SPONSOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the SPONSOR and not for the benefit or any other party. The SPONSOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY'S prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 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.

21. GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The SPONSOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the SPONSOR any amounts paid by the CITY for damages suffered to third parties as a result of the SPONSOR'S failure to complete the tasks and services as required in this Agreement.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the SPONSOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the SPONSOR to the CITY shall be given to the CITY address as follows:

FOR CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR SPONSOR:

KAREN DAVIDSON
GULFSTREAM GOODWILL INDUSTRIES, INC.
1715 TIFFANY DRIVE EAST
WEST PALM BEACH, FL 33407

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. FORCES OF NATURE

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 SPONSOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. SPONSOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY IG

29.1 In accordance with Palm Beach County ordinance number 2011-009, the SPONSOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The SPONSOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. SCRUTINIZED COMPANIES

30.1 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the SPONSOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and SPONSOR agree that the City will have the right to immediately terminate the Contract Documents if the SPONSOR and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

31. E-VERIFY

31.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 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.

32. PUBLIC RECORDS

32.1 Public Records: The SPONSOR 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:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. 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.
- 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 this Agreement and following completion of this Agreement if the SPONSOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the SPONSOR or keep and maintain public records required by the CITY to perform the service. If the SPONSOR transfers all public records to the CITY upon completion of the Agreement, the SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SPONSOR keeps and maintains public records upon completion of the Agreement, the SPONSOR 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 GREENACRES, ATTN: CITY CLERK, AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, 5800 MELALEUCA LANE, GREENACRES, FL 33463.

33. EQUAL OPPORTUNITY EMPLOYMENT

33.1 SPONSOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

34. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024)

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

IN WITNESS WHEREOF the parties hereto have made and executed this Sponsor Agreement on the day and year first above written.

CITY OF GREENACRES, FLORIDA

By: _____
Chuck Shaw, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

SPONSOR:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of _____, a company 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 that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [SPONSOR's Name] to the same.

Notary Public

Print Name: _____

My commission expires: _____

SPONSOR AGREEMENT

Mobile and Temporary Food Event Services

THIS SPONSOR AGREEMENT ("Agreement") is made this 20th day of October, 2025, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the "CITY", and **Kona Ice of South West Palm Beach**, a corporation authorized to do business in the State of Florida, herein referred to as the "SPONSOR".

RECITALS

WHEREAS, the CITY issued [Request for Proposal No. 25-010 for the procurement of mobile and temporary food event services ("RFP" hereafter);

WHEREAS, SPONSOR submitted a proposal to perform the services described and set out in the RFP;

WHEREAS, the CITY desires to accept SPONSOR'S proposal in order for SPONSOR to render the services to the CITY as provided herein;

WHEREAS, the SPONSOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the RFP to the SPONSOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the SPONSOR, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

1. Term

1.1 The term of this Agreement shall be for one (1) year beginning on November 1, 2025. In accordance with the RFP, at the end of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year terms upon mutual written consent of the parties. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work

2.1 SPONSOR agrees to provide mobile and temporary food event services to CITY as set forth in the RFP and SPONSOR'S proposal response dated September 5, 2025, which RFP and SPONSOR'S proposal are incorporated herein by reference. SPONSOR shall furnish all labor, supplies, equipment, tools, service and supervision necessary to perform the work necessary with a safe, neat, and clean environment required to complete the work described and required by the RFP.

2.2 All requirements in the RFP and any exhibits or addenda issued therewith are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.3 The SPONSOR represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the SPONSOR'S trade in general and that the SPONSOR'S services shall conform to the highest standards and in accordance with this Agreement.

2.4 The SPONSOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

3. INDEPENDENT SPONSOR AND USE OF AGENTS OR ASSISTANTS

3.1 It is expressly agreed that SPONSOR is and shall be in the performance of all work, services, and activities under this Agreement an independent SPONSOR and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to SPONSOR'S sole direction, supervision and control. SPONSOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects SPONSOR'S relationship and the relationship of its employees to the CITY shall be that of an independent SPONSOR and not as employees or agents of the CITY.

3.2 In the event SPONSOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, SPONSOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated herein for the SPONSOR.

3.3 To the extent reasonably necessary to enable the SPONSOR to perform its duties hereunder, the SPONSOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the SPONSOR.

4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the SPONSOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the SPONSOR under this Agreement.

5. EQUIPMENT

5.1 The SPONSOR shall provide the equipment necessary to complete the various services to be performed hereunder. In the event SPONSOR requires equipment from the CITY, the SPONSOR shall meet and confer with the CITY before services commences. In the event the CITY'S equipment is to be utilized, any costs chargeable to the SPONSOR shall be agreed upon in advance of the commencement of services.

6. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CITY shall issue an event invitation a minimum of ninety (90) days prior to the event.

7. MAXIMUM COSTS

7.1 The SPONSOR expressly acknowledges and agrees that the event fee shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

8. PAYMENTS

8.1 The SPONSOR shall submit event fee no later than forty-five (45) days prior to the event.

9. AUDIT BY CITY

9.1 The SPONSOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the SPONSOR'S performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the SPONSOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SPONSOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The SPONSOR shall not make changes in the Scope of Services or perform any additional services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional services or materials. Additional labor or materials provided without written amendment shall be done at the SPONSOR'S risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the SPONSOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the SPONSOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

- A. If the SPONSOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such services from another SPONSOR and the CITY may withhold any money due or which may become due to the SPONSOR for such services related to the claimed default; or
- B. If after ten (10) days the SPONSOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the SPONSOR would be compensated only for that services which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

14.1 Prior to the effective date of this contract, SPONSOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverages:

Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of one hundred thousand dollars (\$100,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

SPONSOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event SPONSOR does not own automobiles, SPONSOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the SPONSOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the SPONSOR shall relieve the SPONSOR from responsibility to provide insurance as required by this Agreement.

14.5 The SPONSOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.6 The SPONSOR'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another SPONSOR without the CITY incurring any liability to the SPONSOR.

15. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The SPONSOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the SPONSOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the SPONSOR directly or indirectly employed).

16.2 The SPONSOR'S obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the SPONSOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The SPONSOR'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17. ENTIRE AGREEMENT

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. **This Agreement consists of the terms and conditions herein stated and the RFP and SPONSOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the RFP next taking precedence.**

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the SPONSOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the SPONSOR and not for the benefit or any other party. The SPONSOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY'S prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 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.

21. GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The SPONSOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the SPONSOR any amounts paid by the CITY for damages suffered to third parties as a result of the SPONSOR'S failure to complete the tasks and services as required in this Agreement.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the SPONSOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the SPONSOR to the CITY shall be given to the CITY address as follows:

FOR CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR SPONSOR:

NOUPANE KHAMNINH
KONA ICE OF SOUTH WEST PALM BEACH
3472 BLANCHETTE TRAIL
LAKE WORTH, FL 33467

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. FORCES OF NATURE

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 SPONSOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. SPONSOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY IG

29.1 In accordance with Palm Beach County ordinance number 2011-009, the SPONSOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The SPONSOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
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- A. Keep and maintain public records required by the CITY to perform the service.
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- 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 this Agreement and following completion of this Agreement if the SPONSOR does not transfer the records to the CITY.
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33.1 SPONSOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

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By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

IN WITNESS WHEREOF the parties hereto have made and executed this Sponsor Agreement on the day and year first above written.

CITY OF GREENACRES, FLORIDA

By: _____
Chuck Shaw, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

SPONSOR:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of _____, a company 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 that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [SPONSOR's Name] to the same.

Notary Public

Print Name: _____

My commission expires: _____

SPONSOR AGREEMENT

Mobile and Temporary Food Event Services

THIS SPONSOR AGREEMENT ("Agreement") is made this 20th day of October, 2025, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the "CITY", and **That's My Dog Corp**, a corporation authorized to do business in the State of Florida, herein referred to as the "SPONSOR".

RECITALS

WHEREAS, the CITY issued [Request for Proposal No. 25-010 for the procurement of mobile and temporary food event services ("RFP" hereafter);

WHEREAS, SPONSOR submitted a proposal to perform the services described and set out in the RFP;

WHEREAS, the CITY desires to accept SPONSOR'S proposal in order for SPONSOR to render the services to the CITY as provided herein;

WHEREAS, the SPONSOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the RFP to the SPONSOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the SPONSOR, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

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2.3 The SPONSOR represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the SPONSOR'S trade in general and that the SPONSOR'S services shall conform to the highest standards and in accordance with this Agreement.

2.4 The SPONSOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

3. INDEPENDENT SPONSOR AND USE OF AGENTS OR ASSISTANTS

3.1 It is expressly agreed that SPONSOR is and shall be in the performance of all work, services, and activities under this Agreement an independent SPONSOR and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to SPONSOR'S sole direction, supervision and control. SPONSOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects SPONSOR'S relationship and the relationship of its employees to the CITY shall be that of an independent SPONSOR and not as employees or agents of the CITY.

3.2 In the event SPONSOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, SPONSOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated herein for the SPONSOR.

3.3 To the extent reasonably necessary to enable the SPONSOR to perform its duties hereunder, the SPONSOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the SPONSOR.

4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the SPONSOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the SPONSOR under this Agreement.

5. EQUIPMENT

5.1 The SPONSOR shall provide the equipment necessary to complete the various services to be performed hereunder. In the event SPONSOR requires equipment from the CITY, the SPONSOR shall meet and confer with the CITY before services commences. In the event the CITY'S equipment is to be utilized, any costs chargeable to the SPONSOR shall be agreed upon in advance of the commencement of services.

6. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CITY shall issue an event invitation a minimum of ninety (90) days prior to the event.

7. MAXIMUM COSTS

7.1 The SPONSOR expressly acknowledges and agrees that the event fee shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

8. PAYMENTS

8.1 The SPONSOR shall submit event fee no later than forty-five (45) days prior to the event.

9. AUDIT BY CITY

9.1 The SPONSOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the SPONSOR'S performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the SPONSOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SPONSOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The SPONSOR shall not make changes in the Scope of Services or perform any additional services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional services or materials. Additional labor or materials provided without written amendment shall be done at the SPONSOR'S risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the SPONSOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the SPONSOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

- A. If the SPONSOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such services from another SPONSOR and the CITY may withhold any money due or which may become due to the SPONSOR for such services related to the claimed default; or
- B. If after ten (10) days the SPONSOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the SPONSOR would be compensated only for that services which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

14.1 Prior to the effective date of this contract, SPONSOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverages:

Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of one hundred thousand dollars (\$100,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

SPONSOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event SPONSOR does not own automobiles, SPONSOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the SPONSOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the SPONSOR shall relieve the SPONSOR from responsibility to provide insurance as required by this Agreement.

14.5 The SPONSOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.6 The SPONSOR'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another SPONSOR without the CITY incurring any liability to the SPONSOR.

15. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The SPONSOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the SPONSOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the SPONSOR directly or indirectly employed).

16.2 The SPONSOR'S obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the SPONSOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The SPONSOR'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17. ENTIRE AGREEMENT

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. **This Agreement consists of the terms and conditions herein stated and the RFP and SPONSOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the RFP next taking precedence.**

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the SPONSOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the SPONSOR and not for the benefit or any other party. The SPONSOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY'S prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 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.

21. GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The SPONSOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the SPONSOR any amounts paid by the CITY for damages suffered to third parties as a result of the SPONSOR'S failure to complete the tasks and services as required in this Agreement.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the SPONSOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the SPONSOR to the CITY shall be given to the CITY address as follows:

FOR CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR SPONSOR:

TIFFANY HAMILTON
THAT'S MY DOG CORP
1221 NW 51ST AVE
LAUDERHILL, FL 33313

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. FORCES OF NATURE

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 SPONSOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. SPONSOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY IG

29.1 In accordance with Palm Beach County ordinance number 2011-009, the SPONSOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The SPONSOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. SCRUTINIZED COMPANIES

30.1 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the SPONSOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and SPONSOR agree that the City will have the right to immediately terminate the Contract Documents if the SPONSOR and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

31. E-VERIFY

31.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 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.

32. PUBLIC RECORDS

32.1 Public Records: The SPONSOR 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:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. 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.
- 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 this Agreement and following completion of this Agreement if the SPONSOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the SPONSOR or keep and maintain public records required by the CITY to perform the service. If the SPONSOR transfers all public records to the CITY upon completion of the Agreement, the SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SPONSOR keeps and maintains public records upon completion of the Agreement, the SPONSOR 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 GREENACRES, ATTN: CITY CLERK, AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, 5800 MELALEUCA LANE, GREENACRES, FL 33463.

33. EQUAL OPPORTUNITY EMPLOYMENT

33.1 SPONSOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

34. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024)

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

IN WITNESS WHEREOF the parties hereto have made and executed this Sponsor Agreement on the day and year first above written.

CITY OF GREENACRES, FLORIDA

By: _____
Chuck Shaw, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

SPONSOR:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of _____, a company 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 that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [SPONSOR's Name] to the same.

Notary Public

Print Name: _____

My commission expires: _____



ITEM SUMMARY

MEETING DATE: October 20, 2025

FROM: Monica Powery, Purchasing Director

SUBJECT: GIS Professional Services with England-Thims and Miller, Inc.

BACKGROUND

The Information Technology Department wishes to engage the firm of England-Thims and Miller, Inc. (ETM) to provide Geographic Information System (GIS) consulting and technical support services.

The proposed engagement will include two key components:

Departmental GIS Assessment – A two-day onsite visit to meet with City departments, review current operations and identify opportunities to integrate GIS into department operations for improved efficiency, data-driven decision-making, and enhanced public services.

Ongoing GIS Support and Staff Augmentation – Continued professional services to implement solutions identified during the assessment, provide technical support, and supplement City staff capacity as needed to maintain and expand the City's GIS program.

ANALYSIS

ETM is a leading, Florida-based civil engineering firm whose geospatial division has extensive experience with large GIS projects, including the facilities management system for the Jacksonville Port Authority and a Digital Twin for the City of Altamonte Springs.

ETM recently completed the successful implementation of the City's ArcGIS Enterprise infrastructure, demonstrating an in-depth understanding of the City's systems and long-term GIS objectives. Their continued involvement will help ensure the City maximizes its GIS investment, builds internal staff capacity, and enhances operational effectiveness across departments.

Based on ETM's demonstrated experience and comprehensive knowledge of the City's infrastructure, City staff requests approval for a waiver the competitive selection pursuant to Procurement Code Section 2-213. Such a waiver is deemed to be in the best interest of the City, as it would result in both time and cost efficiencies while engaging a firm already thoroughly familiar with the City's existing infrastructure systems.

FINANCIAL INFORMATION

Departmental GIS Assessment: Lump Sum Fee of \$ \$9,730.00

Ongoing GIS Support and Staff Augmentation: Varying hourly rates based on type of service and expertise of contractor staff providing it. Not to exceed the budgeted amount of \$5,500.00.

Funds to cover the expected total expense of \$15,230 are budgeted account 001-26-26-31-4 within the Information Technology Department's operating budget.

LEGAL

The resolution has been prepared in accordance with the requirements of City policies and procedures and has been reviewed by the City attorney for legal sufficiency and compliance.

STAFF RECOMMENDATION

Approval of Resolution No. 2025-51, authorizing execution of a one-year term, with the option for three (3) additional one-year renewals for Geographic Information System (GIS) Professional Services to England-Thims and Miller, Inc.

RESOLUTION NO. 2025-51

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AN AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) PROFESSIONAL SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres recognizes the importance of Geographic Information System (GIS) technology in improving operational efficiency, supporting data-driven decision-making, and enhancing public services; and

WHEREAS, the City has an ongoing need for professional GIS consulting and technical support services to expand and maintain its geospatial capabilities; and

WHEREAS, England-Thims and Miller, Inc. (ETM), a leading Florida-based civil engineering and geospatial firm, successfully implemented the City's ArcGIS Enterprise infrastructure and has demonstrated an in-depth understanding of the City's systems, data, and long-term GIS objectives; and

WHEREAS, City staff recommends engaging ETM to perform a departmental GIS assessment and provide ongoing GIS support and staff augmentation services, ensuring continuity and maximizing the City's existing investment in GIS technology; and

WHEREAS, in accordance with Section 2-213 of the City's Code of Ordinances, City staff requests a waiver of the competitive selection process, as such engagement is deemed to be in the best interest of the City, offering both time and cost efficiencies while retaining a firm already thoroughly familiar with the City's infrastructure systems; and

WHEREAS, the proposed agreement shall be for an initial term of one (1) year, with the option to renew for up to three (3) additional one-year terms, subject to mutual agreement and appropriation of funds by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council hereby authorizes the Agreement for Geographic Information System (GIS) consulting and technical support services between the City of Greenacres and England-Thims and Miller, Inc.

SECTION 2. The agreement shall be for an initial term of one (1) year, with the option to renew for up to three (3) additional one-year terms, subject to mutual agreement and appropriation of funds by the City Council.

SECTION 3. The City Council authorizes the appropriate City Officials to execute the agreement and take all necessary actions to carry out the intent of this Resolution.

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

RESOLVED AND ADOPTED this 20th of October 2025

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

Voted:
Peter Noble, Council Member, *District II*

Voted:
Judith Dugo, Council Member, *District III*

Voted:
Susy Diaz, Deputy Mayor

Voted:
Vacant, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

PROFESSIONAL SERVICES AGREEMENT
(Geographic Information System (GIS))

THIS AGREEMENT ("Agreement") is made this 20th day of October 2025, between the **City of Greenacres**, a Florida municipal corporation ("City") and **England-Thims and Miller, Inc.**, a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, The City desires to hire an experienced and qualified company for Geographic Information System (GIS) consulting and technical support services; and

WHEREAS, Consultant is a leading, Florida-based civil engineering firm whose geospatial division has extensive experience with large GIS projects; and recently completed the successful implementation of the City's ArcGIS Enterprise infrastructure, demonstrating an in-depth understanding of the City's systems and long-term GIS objectives; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW THEREFORE, the CITY hereby engages the services of the Consultant, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide the City with Geographic Information System (GIS) consulting and technical support services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

(a) **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the City Council and shall be for an initial term of one (1) year with three (3) additional one (1) year renewal options unless earlier terminated as stated herein. The one (1) year renewal options shall be exercised by written amendment to this Agreement signed by both parties.

(b) **Termination without cause.** Either party may terminate this Agreement at any time with or without cause by giving not less than sixty (60) days written notice of termination.

(c) **Effect of Termination.** Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to

termination. Upon termination of this Agreement, the Consultant shall stop all work in progress and promptly provide the City with all deliverables (including any incomplete deliverables) in its possession that were created under this Agreement. The deliverables shall be provided to the City in a format acceptable to the City. Failure to comply with the foregoing will authorize the City to withhold (or direct others to withhold) any and all payments to the Consultant under this Agreement until the Consultant fully complies with the foregoing.

(d) This Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Termination of this Agreement for lack of budgeting or appropriation shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Compensation. The Consultant's compensation shall be consistent with the commission and fees set forth in **Exhibit "A"** attached hereto and below, and incorporated herein.

- Departmental GIS Assessment: Lump Sum fee of \$9,730.00.
- Ongoing GIS Support and Staff Augmentation: Varying hourly rates based on type of service and expertise of consultant staff providing it. Not to exceed the budgeted amount of \$5,500.00.

If the City seeks services from the Consultant that are not set forth in above, the City and Consultant shall agree to the compensation in writing prior to the Consultant performing such services. The City shall not pay or reimburse the Consultant for any additional costs or expenses incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement unless both the City and the Consultant execute a written amendment to this Agreement. The City Manager is authorized to approve additional compensation to the Consultant in an amount not to exceed \$35,000 per fiscal year; otherwise, the amendment must be approved by the City Council.

(b) Invoices. For compensation to be paid directly by the City, the Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes, nor shall the City indemnify the Consultant.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and

administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 8: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 9: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. The required insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and any excess liability policies will name the City as an additional insured on a primary, non-contributing basis and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The additional insured and certificate holder address shall read: City of Greenacres, 5800 Melaleuca Lane, Greenacres, FL 33463. If no automobiles are owned by the Consultant, a statement to that extent must be provided to the City. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 10: OWNERSHIP OF DOCUMENTS. All deliverables created under this Agreement for the City shall be or become the property of the City. The Consultant may keep copies or samples of the deliverables and may utilized copies or samples of the deliverables at its own risk without recourse against the City; provided that, any and all references to the City is removed from the deliverables, without limitation, the logo or seal of the City. The City may use, reuse, edit, publish, copyright or take any action with regards to the deliverables in its sole discretion at any time and the Consultant shall have no ownership interest in or other intellectual property rights to the deliverables.

SECTION 11: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the 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.

SECTION 13: WAIVER OF JURY TRIAL. 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.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City or by commission under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: EQUAL OPPORTUNITY EMPLOYMENT. The Consultant warrants and represents that it will not discriminate against any employee or applicant for employment for services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 17: SEVERABILITY. 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.

SECTION 18: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Greenacres
Attn: Purchasing Agent
5800 Melaleuca Lane
Greenacres, FL 33463

and if sent to the Consultant, shall be sent to:

England-Thims and Miller, Inc.
Daniel Johns
14775 Old St. Augustine Road
Jacksonville, FL 32258

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 20: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement 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.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Agreement is approved by the City Council and fully executed by the City.

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may

conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 26: SURVIVABILITY. 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.

SECTION 27: COUNTERPARTS. 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.

SECTION 28: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 29: AGREEMENT CONTROLLING. This Agreement consists of the terms and conditions herein, and Exhibit "A" and represent the sole agreement of the parties. This Agreement supersedes any prior written or oral agreements of the parties. If there are any conflicts between the terms and conditions of this Agreement and the aforementioned documents, the terms and conditions of this Agreement shall take precedence.

SECTION 30: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least 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.

SECTION 31: PUBLIC RECORDS. The Consultant 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:

- (a) Keep and maintain public records required by the City to perform the service.

(b) 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.

(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 this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, OR 5800 MELALEUCA LANE, GREENACRES, FL 33463.

SECTION 32: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 33: NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 34: SCRUTINIZED COMPANIES.

(a) The Consultant 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 Consultant or any of its subcontractors are found to have submitted

a false certification; or if the Consultant 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.

(b) If this Agreement is for one million dollars or more, the Consultant 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 Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant 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.

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The Consultant 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.

(e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

(f) 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.

SECTION 35: ADA COMPLIANCE. If the Consultant is providing software and/or other digital services that may be accessed by the public via the City's website, the Consultant shall ensure said software and/or other digital services are compliant with the Americans with Disabilities Act including, without limitation, providing for website accessibility consistent with the WCAG 2.0AA standards for accessibility or better.

SECTION 36: COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024). By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

IN WITNESS WHEREOF the parties hereto have made and executed this Consultant Agreement on the day and year first above written.

CITY OF GREENACRES, FLORIDA

By: _____
Chuck Shaw, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONSULTANT:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of _____, a company 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 that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [CONSULTANT's Name] to the same.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT "A"
Compensation

HOURLY FEE SCHEDULE – 2024

<i>Management & Engineering</i>	<i>2024 Rate</i>
Principal-CEO/CSO/President/Program Mgr	\$315.00 /Hr
Principal - Vice President/Asst. Program Mgr	\$290.00 /Hr
Senior Engineer	\$260.00 /Hr
Engineer (PE)	\$204.00 /Hr
Engineer (EI)	\$114.00 /Hr
Senior Project Manager	\$230.00 /Hr
Project Manager	\$210.00 /Hr
Assistant Project Manager	\$170.00 /Hr
Senior Engineering Designer	\$190.00 /Hr
Engineering Designer	\$150.00 /Hr
CADD Technician	\$135.00 /Hr
Intern	\$65.00 /Hr
<i>Planning & Landscape Architecture</i>	
Senior Planner	\$210.00 /Hr
Planner	\$170.00 /Hr
Senior Landscape Architect	\$190.00 /Hr
Landscape Architect	\$170.00 /Hr
Senior LA Designer	\$170.00 /Hr
Landscape Designer	\$145.00 /Hr
Art Director	\$170.00 /Hr
<i>Construction Engineering & Inspection</i>	
CEI Senior Engineer	\$250.00 /Hr
Senior Inspector	\$175.00 /Hr
Inspector	\$140.00 /Hr
<i>GIS & Support Services</i>	
GIS Programmer	\$185.00 /Hr
GIS Project Manager	\$140.00 /Hr
GIS Analyst	\$155.00 /Hr
GIS Technician	\$140.00 /Hr
Administrative Support	\$95.00 /Hr
Accountant	\$115.00 /Hr



COMMUNITY & RECREATION SERVICES

Department Report

MEETING DATE: October 20th, 2025

FROM: Michele Thompson, Director, Community & Recreation Services

SUBJECT: Community & Recreation Services Dept. – September Report

ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY 2025 TO DATE	FY 2025 BUDGET
No. of Contracts Executed/Renewed	0	4	4
No. of Collaborative Partnerships/Opportunities	4	107	40
No. of Vendor/Independent Contractor Agreements	62	146	55
No. of Educational Scholarship Applications R'cd	-	33	21
No. of Community Events Coordinated	1	8	9
No. of Event Participants	1,500	26,101	42,000
No. of Little Free Libraries (LFL)* / # Replacement Units / <i>Story Walk</i> Boards	#1	3/6	30/2
No. of Business Sponsorships	2	30	20
No. of Schools/Attendance for "Read for the Record"	-	16/1,625	16/1,500

FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY 2025 TO DATE	FY 2025 BUDGET
Fields/Concession Stands	60	796	800
Pavilions	17	338	520
Center Facility	89	728 ¹	800

Monthly Center Attendance	2,904	42,436	4,500
129¹ Additional Free Rentals: 61 Gym: YP/Open Gym/Tai Chi/Senior Resource Fair; 14 Banquet Hall: Ballroom/PBSO/FR/YP/Tai Chi; 21 Room 1: OAP; 6 Room 2: Spotlighters/Tai Chi/AARP; 0 Room 3: N/A; 13 Room 4: ESOL; 13 Comm. Park: Sunday Sounds/PB Square Dance; 0 Freedom Park: N/A			

REVENUE

FACILITY RENTALS REVENUE	THIS PERIOD	FY 2025 TO DATE	FY 2025 PROJECTED
Total Rental Revenue Generated	\$16,606.00	\$171,114.22	\$182,155

ATHLETICS

YOUTH ATHLETICS	THIS PERIOD	FY 2025 TO DATE	FY 2025 PROJECTED
Co-ed Summer Basketball Skills Camp - Camp Week: 7/21/25 – 7/24/25 - Registration Period 5/19/25 – 6/30/25	9	32	40
FY26 Co-ed Fall Soccer (10/10/25-12/6/25) Registration Period 8/1/25 – 9/20/25	126	237	280
FY26 Co-ed Winter Basketball (12/2/25-3/7/26) Registration Period 9/3/25 – 11/2/25	25	25	160
FY26 Co-ed Spring Soccer (3/6/26-5/16/26) Registration Period 1/2/26 – 2/21/26	-	-	280

FOOD DISTRIBUTION	NO. SERVED
Feeding South Florida – May 3, 2025	300 households

OLDER ADULT PROGRAMS

SOCIAL ACTIVITIES	PARTNERS/SPONSORS	NO. OF PARTICIPANTS YTD
Daily Meal Program; Zumba Games/Bingo; Special Events; Educational Sessions Mon.- Fri. (5 x 32)	Absolute Best Ins.; Legal Aid; Aetna; Monarch Health; Firebush; Humana; HealthSun; FL Blue; State Farm; Universal Coaching; Zumba	3,379

FY25 EVENTS & SPONSORSHIPS

Item # 5.

EVENTS	SPONSORS/PARTNERS	FY 2025 EXPENSE	FY 2025 ACTUAL	FY2025 ATTENDEES
Trunk or Treat	PBSO	N/A	N/A	4,500
Holiday in the Park (12/14/24)	FL Blue; WM; Renaissance Charter School (Wellington); Rosenthal, Levy, Simon & Sosa; PBSO	\$35,713	\$31,474	5,000
Fiesta de Pueblo (1/11/25)	Executed by Fiesta de Pueblo, Inc.	\$4,115	\$2,003	6,000
Daddy Daughter Dance (2/8/25)	N/A	\$5,619	\$2,515	101
Egg'stravaganza (4/19/25)	State Farm – Lily Vasconcelos; FL Blue; Waste Management	\$23,855	\$10,692	6,000
Rock-n-Roll Sunday/FR Chili Cook-Off (3/2/25)	Coordinated w/ FR & the Nam Knights Motorcycle Club of PBC	\$7,424	CRS \$3,131	3,000
Ignite the Night (7/4/25)	FPL – Kidz Zone Sponsor; Waste Management; The Flame 104.7; The Glasser Family	\$81,219	\$74,509	6,500
<i>Back2School</i> Supply Distribution (7/25/25)	Collection bins @ 9 business locations, plus: Community Ctr.9and City Hall The Glasser Family; JFWC	\$8,159	\$5,014	9 Public & 1 Private Schools
Senior Resource Fair (9/27/25)	Wellcare; Flipany; Starbucks; Area on Aging; Foundcare; Global Veins Specialist; AARP; FDOT; YMCA; League of Woman Voters; Nami; Trustbridge; Wawa	\$500	\$0	200
Sunday Sounds (9/28/25)	47 Business Vendors Sponsors: AutoNation; CloudLabs; DS Collective; The Cottages; Pangea Multiservices; FL Blue; iThink Financial; Soma; Gehring Group; Brand X; LDC; My Bamboo; Paramount Mortgage; Valley Bank	\$5,657	\$14,145	1,500

FY25 Event Actuals = Direct + In-direct – Event Sponsors & Revenue-s



Department Report

MEETING DATE: October 20, 2025

FROM: Denise Malone, AICP, Development & Neighborhood Services Director

SUBJECT: September 1, 2025, through September 30, 2025

Development & Neighborhood Services Department

My Government Online Software (MGO)

Implementation of new software online platform to replace New World and Energov for permitting, business tax receipts, contractor licensing, planning and zoning, and code enforcement. Staff completed the workflow system mapping and MGO completed the configurations for all modules. Implementation is pending City credit card processing development and completion.

Planning, GIS & Engineering Division

NEW CASES

Culver's of Greenacres 6120 Lake Worth Road (SP-99-05B)

A request for a Minor Site and Development Plan Amendment for modifications including exterior elevations, signage, landscape, parking lot and drive through layout, and a ~60 sq ft increase in floor area for expanded customer entry. (Under Staff review)

Raising Cane's Restaurant #1503 @ Mil-Lake Plaza – 3969 South Military Trail (SE-25-01), (SP-25-01), and (PCD-81-02N)

A request for Special Exception (SE-25-01), Site and Development Plans (SP-25-01), and Master Plan Amendment (PCD-81-02N) approval for the construction of a 3,153 sq ft drive-through restaurant on the outparcel located at the southeast corner of the Mil-Lake Plaza. (Under Staff review)

CURRENT PLANNING CASES

Barclay Square – 2902-2994 Jog Road (MSP-24-08)

A request for a Master Sign Plan (MSP-24-08) for the Barclay Square Plaza. (Under new ownership; Staff has been working with the agent on preparing resubmittal.)

Bethesda Tabernacle – 4901 Lake Worth Road (SP-99-04C) and (SE-23-01)

A request for Site and Development Plans (SP-99-04C) approval on a vacant parcel to modify the previously approved site plan and a Special Exception (SE-23-01) to

develop a 28,930 sq ft House of Worship and accessory uses. (Met with applicant May 3, 2024; resubmittal received February 14, 2025; comments provided March 25, 2025; inquiry sent for status update and reminder of inactivity policy July 29, 2025, applicant provided update, indicating PBC Traffic discussions, finalizing resubmittal, and plan to resubmit. Resubmittal received September 19, 2025, under Staff review)

Buttonwood Plaza – 3016-3094 Jog Road (MSP-24-07)

A request for a Master Sign Plan (MSP-24-07) for the Buttonwood Plaza. (Under new ownership; Staff has been working with the agent on preparing resubmittal)

Greenacres Plaza – 3905-3985 Jog Road (MSP-25-02)

A request for a Master Sign Plan (MSP-25-02) for Greenacres Plaza. (Sufficiency comments sent to applicant on May 28, 2025; awaiting applicant's response and resubmittal. Staff has been having discussions related to the implementation of the Master Sign Plan and amortizations per the recently approved signage ZTA.)

Greenacres Sunoco and Offices - 3067 South Jog Road (SP-24-02)

A request for Major Site and Development Plan Amendment (SP-24-02) approval to construct a 6,000 sq ft office/retail building with a 798 sq ft mezzanine. (Sufficiency letter sent March 11, 2024, resubmittal received September 30, 2024, comments were provided on November 1, 2024. Resubmittal received August 20, 2025. (DRC Meeting held on September 25, 2025, preparing comments for applicant.)

Ice Cream La Bendicion – 560 Jackson Avenue (SP-24-04 and MSP-25-03)

A request for Site and Development Plans (SP-24-04) approval to construct an 882 sq ft two story building with ice cream/raspado shop on the ground floor and one dwelling unit on the second floor. A request for a Master Sign Plan (MSP-25-03) for 560 Jackson Avenue. (Submittal received June 24, 2025; sufficiency comments sent to applicant on July 18, 2025; ongoing discussions being had with applicant, awaiting applicant's response and resubmittal; meeting held on July 30, 2025, and August 26, 2025)

Iglesia Bautista Libre Emmanuel – 5083 Lake Worth Road (SE-22-04), (BA-22-01), and (SP-22-05A)

A Special Exception request (SE-22-04) to allow a House of Worship within an existing building located in the Commercial Intensive (CI) zoning district, a Variance (BA-22-01) to allow for a reduction in the front and rear landscape buffers, and a Major Site and Development Plan Amendment (SP-22-05A). (Property owner & applicant were a no show at the Special Magistrate Hearing held on November 20, 2024, for work without permit at 5057 Lake Worth Road and operating without an approved Special Exception, received Board Order Finding Violation to comply by December 21, 2024; the property has not come into compliance and is subject to a fine of \$100 per day; sufficiency comments sent to applicant on July 8, 2025, awaiting applicant's response and resubmittal. Staff provided submittal deadline of September 5, 2025; meeting scheduled for September 2, 2025. Applicant received letter on September 17, 2025; project administratively withdrawn on September 26, 2025)

Lake Worth Plaza West – 6404 Lake Worth Road (MSP-24-01)

A request for a Master Sign Plan for Lake Worth Plaza West. (Sufficiency comments sent to applicant on July 9, 2024; staff is working with the new Property Manager to

finalize Master Sign Plan for the entire plaza; awaiting applicant's response to comments and resubmittal; follow up email sent on December 26, 2024. Ongoing discussions being had with applicant related to the implementation of the Master Sign Plan and amortizations in conjunction with the pending ZTA.)

Mil Lake Plaza – 4507-4639 Lake Worth Road (MSP-24-09)

A request for a Master Sign Plan (MSP-24-09) for the Mil Lake Plaza. (Sufficiency comments sent to applicant on July 3, 2025; Ongoing discussions being had with applicant related to the implementation of the Master Sign Plan and amortizations in conjunction with the pending ZTA)

ONX at Greenacres – 5200 S Haverhill Road

A request for Site and Development Plans (SP-25-01) to construct a 47-unit townhouse development. A Future Land Use Map Amendment (CPA-25-02) to amend from Residential Low Density (RS-LD) to Residential High Density (RS-HD) and Rezoning (ZC-25-02) from Residential Low Density-3 (RL-3) to Residential High Density (RH) for 5 parcels totaling 4.94 acres. (Sufficiency comments sent August 28, 2025, pending applicant response, applicant requested 30-day extension on September 26, 2025.)

Potentia Academy – 4784 Melaleuca Lane (SP-11-01E)

A request for a Major Site and Development Plan Amendment to add a 12 x 60 modular classroom trailer. (Sufficiency comments sent to applicant on May 20, 2025, awaiting applicant's response and resubmittal. Inquiry sent for status update and August 27, 2025.)

Walmart #1436 – 6294 Forest Hill Blvd (SP-88-06AA), (BA-24-03), and (MSP-25-01)

A request for a Major Site and Development Plan Amendment (SP-88-06AA) to expand the existing 114,760 square foot Walmart store by 3,370 sq ft, increase the number of Online Pickup Delivery pick-up parking spaces from 12 to 33, and add 9 Electric Vehicle (EV) parking spaces, a Variance (BA-24-03) to reduce the number of required parking spaces, and a Master Sign Plan (MSP-25-01). (DRC Meeting held on September 25, 2025, preparing comments for applicant.)

SITE PLAN AMENDMENTS

Auto Repair Pros Greenacres – 3838 South Jog Road (SP-79-02A)

A request for a Minor Site and Development Plan Amendment to modify the northwestern façade of the building. (Approved on September 5, 2025)

City of Greenacres – 5800 Melaleuca Lane (SP-04-04A)

A request for a Minor Site and Development Plan Amendment (SP-04-04A) to remove four parking spaces and establish overflow parking to expand the Veterans Plaza Area. (Application on hold for further discussion of plans per Public Works)

Dunkin Donuts – Aloha Shopping Center – 4644 Lake Worth Road (SP-16-07A) and (MSP-24-04)

A request for a Minor Site and Development Plan Amendment (SP-16-07A) to modify the exterior façade of the Dunkin Donuts outparcel and a Master Sign Plan (MSP-24-04)

for the entire Aloha Shopping Center. (Meeting with applicant was held on November 19, 2024; resubmittal received on December 17, 2024; comments provided on December 27, 2024, awaiting applicants' response and resubmittal; meeting with property owner and applicant was held on January 9, 2025; Staff is actively working with applicant on site conflicts; discussion with applicant held the week of June 22, 2025)

Pep Boys – 4690 Lake Worth Road (SP-84-14C)

A minor site plan amendment for signage, paving, restriping, landscape and to combine the dumpster and storage areas to one location. (Sufficiency comments sent August 7, 2025, pending applicant response; applicant requested resubmittal extension to October 6, 2025)

Santa Catalina Office Buildings (SP-15-04C)

A request for a Minor Site and Development Plan Amendment to modify the elevations for the 2 office buildings for the Santa Catalina project. (Sufficiency comments sent to applicant on April 23, 2025; discussion held with applicant on July 24, 2025, regarding resubmittal. Applicant resubmitted on September 26, 2025, drafting approval.)

ZONING TEXT AMENDMENTS

ZTA-25-03 Impervious & Pervious Surface Areas for Residential

A City-initiated Zoning Text Amendment to Chapter 16, to provide standards for impervious and pervious surface areas, and driveway requirements for residential developments. This request was initially heard by the PZB on April 10, 2025, and was recommended for approval 5-0. Staff has since refined the proposed text language. (Scheduled to go to PZB on October 9, 2025; First Reading scheduled for November 3, 2025, and Second Reading scheduled for November 17, 2025)

RESIDENTIAL DEVELOPMENT PROJECTS

Blossom Trail (Nash Trail)

All Project plans approved. Final Engineering Permit issued, Construction Bond and Contract in place. Master Building Permits have been issued for the Townhouse and Single-Family units. Anticipated to submit individual building permit applications soon.

NON-RESIDENTIAL DEVELOPMENT PROJECTS

Chick Fil A (SP-85-12RR) - 6860 Forest Hill Boulevard

The Temporary Certificate of Occupancy (TCO) was issued on March 22, 2025, with stipulations and conditions. Grand opening of the Restaurant was April 3, 2025. (Staff is waiting for Landscape Plan amendment and permit application submittals from applicant to accommodate combining with IHOP landscaping. Since November 2024, staff has coordinated with applicant and Legal to obtain property owner consent or legal documentation allowing IHOP leaseholder to execute Landscape Easement as this is required to move forward with the amendment and permit applications to finalize the outstanding landscape issues required per Code and Building Permit. Staff continues to work with the applicant and developer to comply with said items.)

Church of God 7th Day of Palm Beach – 3535 South Jog Road

All approvals have expired. Special Exception, site and associated development plans, building and engineering permit applications, and outside agency approvals would be required to be submitted to obtain development approval. Adjacent single-family house has complied, and the code enforcement case closed out. House of Worship site has an active code enforcement case. Special Magistrate Hearing was held March 2025, and 3 board orders were issued with separate compliance deadlines. The Magistrate granted a 30-day compliance deadline for maintenance items, giving until April 26, 2025, to comply. Inspection conducted revealed some violations still present, \$250 a day fine begin April 27, 2025. The Magistrate granted a 90-Day compliance deadline for additional maintenance and zoning items, giving until June 25, 2025, to comply. An inspection was conducted a day after, violations were still present, \$250 a day fine begin accruing for the second order as well. The Magistrate granted a 120-day compliance deadline to obtain project approvals/permits or demo pre-development conditions, giving the owner until July 24, 2025, to comply or a fine of \$250/ Day will commence. Compliance hasn't been reached so all three fines are currently accruing.

EI Car Wash (6200 Lake Worth Road) (SP-22-02B)

The Special Exception and Site and Development Plans were approved by City Council on December 19, 2022. Preconstruction meeting held April 26, 2024. Engineering Permit issued April 26, 2024. Engineering Permit was closed out February 13, 2025. Maintenance bond took effect on February 13, 2025. A TCO was issued on February 25, 2025. The owner has received HOA approval to remove the fence and install a buffer wall along the property line for a better outcome.

GIS

GIS

DNS continues implementing a clear, organized hierarchy that separates different stages of data management and processing including addressing. This structure is designed to ensure easy access for all departments, enhance collaboration, and streamline maintenance. Additionally, staff has assisted in creating various maps for different users.

LIVE ENTERTAINMENT PERMITS

LE-2024-2729 – El Valle Hondur-Mex Restaurant – 4992 10th Avenue North

A request from El Valle Hondur-Mex Restaurant for a "Live Entertainment Permit" for DJs/Karaoke/Live local artists for Friday and Saturdays from 9:00 pm to 1:30 am and for scheduled sports games. (DRC meeting was held on September 19, 2024; DRC comments provided on October 31, 2024; meeting held with applicant on November 1, 2024; discussion held with applicant on August 11, 2025, regarding comments issued, awaiting applicant's response to comments and resubmittal)

LE-2025-0709 – Caribbean Tease Restaurant – 6295 Lake Worth Road

A request by Wayne Vassell on behalf of Caribbean Tease for a "Live Entertainment Permit" for DJ and Live Band for Friday, Saturday and/or Sunday from 3:00 PM to 11:00 PM and for scheduled special occasions. (DRC meeting was held on January 16, 2025; discussion held with applicant on September 9, 2025, regarding comments issued, awaiting applicant's response to comments and resubmittal)

LE 2025-2353 – Reggae Jerk of the Palm Beaches LLC – 2178 Jog Road

A request by Robert Leslie on behalf of Reggae Jerk for a “Live Entertainment Permit” for DJ for Friday, Saturday and/or Sunday from 3:00 PM to 11:00 PM and for scheduled special occasions. (Sufficiency comments provided on August 15, 2025; discussion held with applicant on September 29, 2025, regarding comments issued, awaiting applicant’s response to comments and resubmittal)

LE 2025-2583 - Coco Mambo LLC – 3745 S Military Trail

A request from Coco Mambo for a “Live Entertainment Permit” for DJs/Karaoke/Live local artists no more than four (4) nights per week from 7:00 PM to 1:00 AM. (Discussion held with applicant on September 3, 2025, regarding Interior and exterior work done without permit; LE permit approval on hold, Staff is actively working with the applicant, was provided 30 days by Building to apply for all applicable permits)

TEMPORARY USE PERMITS

TU 2025-2838 - El Rey Del Taco – 5283 Lake Worth Rd

A request by Josselin Casarrubias for a Temporary Use Permit for a grand reopening event for the restaurant on September 12, 2025, from 12:00 pm to 9:00 pm. (Pending CO to occupy entire building; Staff is actively working with the applicant to close out all building permits. Once all permits are closed out and CO issued, applicant will provide new date)

TU 2025-2625 - Wal-Mart #1436 (6294 Forest Hill Blvd)

A request by Wal-Mart #1436 for the temporary use of six (6) storage trailers for storing holiday merchandise from October 1, 2025, to January 1, 2025. (Approved on September 30, 2025)

FY 2025 Data:

CASE APPROVALS ISSUED	CURRENT PERIOD	FYTD 2025	FY 2025 BUDGET
Annexation	0	0	2
Comprehensive Plan Amendment	0	0	3
Zoning Changes	0	0	3
Special Exceptions	0	1	4
Site Plans	0	3	5
Site Plan Amendments	0	3	10
Variances	0	2	3
Zoning Text Amendments	1	5	3
Master Sign Plan	0	1	2

INSPECTION TYPE	CURRENT PERIOD	FYTD 2025	FY 2025 BUDGET
Landscaping	4	29	80
Zoning	0	20	45
Engineering	3	74	75

* Assumes progress of proposed Developments such that inspections are requested.

Building Division

Building Department Report (September 1, 2025 – September 30, 2025)

1) ADMINISTRATION:

- a) Researched and completed Seventy-Two (72) lien searches providing open and/or expired permit information.
- b) Researched and completed Twenty-Four (24) records requests for historical permits.

2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD	FYTD 2025
New Applications Received / Permits Created	188	2,770
Applications Approved	102	1,588
Applications Canceled	10	66
Applications Denied	0	5
Applications Reopened	2	11
Permits Issued	164	2,588
Permits Completed	233	2,407
Permits Canceled	7	87
Permits Reopened	18	355
Permits Expired	48	234
Inspections Performed	426	6,400
Construction Value of Permits Issued	\$1,494,028.50	\$35,011,540.7
Construction Reinspection Fees	\$700.00	\$8,000
Extension/Renewal Fees	\$1,106.39	\$20,046.93
CO's Issued	3	28
CC's Issued	0	5
Temporary CO's Issued	2	5

3) BUSINESS AND CONTRACTOR REGISTRATION:

(See Attached Summary Reports)

PERMIT APPLICATIONS IN PLAN REVIEW – PRINCIPAL NEW OR REMODEL PROJECTS:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT#
SFH	4108 Raulenson Dr	2400	New SFH	2025-2948
Mobile Home	960 Bayivew Rd		New Mobile Home	2025-2909
Mobile Home	154 Rainbow Dr		New Mobile Home	2025-2570
SFH	504 Swain Blvd		New SFH	2025-2270
Stall Money	6424 Lake Worth Rd		Interior Reno	2025-2414
Blossom Trial	5901 Begonia Cir	3926	Clubhouse	2025-2421
Murphy Oil USA	6270 Forest Hill Blvd	2824	Convenience Store	2025-2411
SFH	425 Swain Blvd	1608	New SFH	2025-1959

4) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
SFH	113 Swain Blvd	1875	New SFH	2025-1166
SFH	117 Swain Blvd	1875	New SFH	2025-1173
SFH	121 Swain Blvd	2143	New SFH	2025-1168
Fire Station	5095 S Haverhill Rd		Bunkhouse Conversion	2025-2360
Karai Kitchen	4840 10 th Ave N		Interior Remodel	2025-1560
La Tapatia Market	2980 S Jog Rd	3879	Interior Renovation	2025-0769
La Tapatia Market	2962 S Jog Rd	15705	Interior Renovation	2025-0799
El Rey Del Taco	5283 Lake Worth Rd	2,857	Interior Renovation	2025-0488
Duffy's	6848 Forest Hill Blvd	1,530	Interior Remodel	2025-0275
El Car Wash	6200 Lake Worth Rd	3,724	Construct Car Wash	2023-2487
Chik fil A	6802 Forest Hill Blvd	4,997	New Construction	2024-0270
Murphy Oil USA	6270 Forest Hill Blvd	3602	Fuel Canopy	2025-2412



License Activity Report

Activity Date Range 09/01/25 - 09/30/25
Summary Listing

License Type	Category	Application Received	Application Denied	Application Approved	New License Issued	License Renewed	License Revoked	License Cancelled
Amusement - Amusement & Entertainment	Business	0	0	0	0	1	0	0
Food Service - Food Service / Bar / Lounge	Business	1	0	0	1	41	0	0
General Retail - General Retail	Business	3	0	0	2	89	0	0
General Service - General Service	Business	4	0	0	3	282	0	0
General Svc Reg - General Service Registration	Business	3	0	0	4	0	0	0
Home - Home Based Business	Business	2	0	0	3	163	0	0
Industrial - Industrial	Business	0	0	0	0	2	0	0
Insurance Co - Insurance Sales Company	Business	1	0	0	0	14	0	0
Professional - Professional	Business	6	0	0	4	188	0	0
Rental Office - Rental Office	Business	0	0	0	0	7	0	0
Rental Unit - Rental Unit	Business	8	0	0	6	812	0	0
Storage/WH Units - Storage / Warehouse Units	Business	0	0	0	0	2	0	0
Grand Totals		28	0	0	23	1601	0	0

CITY OF GREENACRES

Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary

From Date: 09/01/2025 - To Date: 09/30/2025

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
License Type: Amusement/Amusement & Entertainment					
Amusement Sq Ft-Amusement Square Feet	3	0	\$2,933.58	\$0.00	\$2,933.58
Vending Machine-Amuse/ Vending / Coin Operated	3	0	\$2,339.28	\$0.00	\$2,339.28
Collection Fee-Collection Fee	2	0	\$597.73	\$0.00	\$597.73
Food-Food Service	1	0	\$127.63	\$0.00	\$127.63
Food Per Seat-Food Per Seat	1	0	\$212.66	\$0.00	\$212.66
License Type: Amusement/Amusement & Entertainment Totals	10	0	\$6,210.88	\$0.00	\$6,210.88
License Type: Cont Office-Contractor Office					
Cont Office-Contractor Office	3	0	\$366.09	\$0.00	\$366.09
License Type: Cont Office-Contractor Office Totals	3	0	\$366.09	\$0.00	\$366.09
License Type: Food Service-Food Service / Bar / Lounge					
Food-Food Service	38	0	\$4,786.12	\$0.00	\$4,786.12
Food Per Seat-Food Per Seat	38	0	\$11,453.26	\$0.00	\$11,453.26
Vending Machine-Amuse/ Vending / Coin Operated	2	0	\$877.23	\$0.00	\$877.23
Transfer-Transfer	1	0	\$16.24	\$0.00	\$16.24
Collection Fee-Collection Fee	30	0	\$4,172.40	\$0.00	\$4,172.40
25% Penalty-25% Penalty	1	0	\$40.59	\$0.00	\$40.59
License Type: Food Service-Food Service / Bar / Lounge Totals	110	0	\$21,345.84	\$0.00	\$21,345.84
License Type: General Retail-General Retail					
General Retail-General Retail Sq Feet	54	0	\$17,025.63	\$0.00	\$17,025.63
Zoning Review-Zoning Use Review Fees (BTR)	1	0	\$50.00	\$0.00	\$50.00
Collection Fee-Collection Fee	48	0	\$7,513.10	\$0.00	\$7,513.10
Delinquent >150-Delinquent Over 150 Days	1	0	\$59.30	\$0.00	\$59.30
General Service-General Service	2	0	\$232.44	\$0.00	\$232.44
Food Service-Food Service	4	0	\$510.52	\$0.00	\$510.52
Food Svc/Seating-Food Svc/Seating	1	0	\$52.08	\$0.00	\$52.08
License Type: General Retail-General Retail Totals	111	0	\$25,443.07	\$0.00	\$25,443.07
License Type: General Service-General Service					
General Service-General Service	123	0	\$13,888.07	\$0.00	\$13,888.07
Vending Machine-Amuse/ Vending / Coin Operated	1	0	\$1,592.01	\$0.00	\$1,592.01
Com Inspection-Commercial Inspection	5	0	\$369.00	\$0.00	\$369.00

Zoning Review-Zoning Use Review Fees (BTR)	6				\$300.00	\$0.00	\$300.00
Transfer-Transfer	3				\$34.86	\$0.00	\$34.86
Collection Fee-Collection Fee	107				\$8,195.00	(\$60.00)	\$6,135.00
Delinquent > 150-Delinquent Over 150 Days	4				\$341.02	\$0.00	\$341.02
Cosmetology-Cosmetology / Barber	7				\$284.27	\$0.00	\$284.27
General Retail-General Retail Sq Feet	1				\$162.89	\$0.00	\$162.89
License Type General Service-General Service Totals	257				\$23,167.12	(\$60.00)	\$23,107.12
License Type: General Svc Reg-General Service Registration							
General Svc Reg-General Service Registration	6				\$150.00	\$0.00	\$150.00
License Type General Svc Reg-General Service Registration Totals	6				\$150.00	\$0.00	\$150.00
License Type: Home-Home Based Business							
Home-Home Based Business	121				\$9,766.81	(\$162.78)	\$9,604.03
Zoning Review-Zoning Use Review Fees (BTR)	1				\$50.00	\$0.00	\$50.00
NSF-NSF	1				\$20.00	\$0.00	\$20.00
License Type Home-Home Based Business Totals	123				\$9,836.81	(\$162.78)	\$9,674.03
License Type: Insurance Co-Insurance Sales Company							
Insurance Reg-Insurance Registration	28				\$3,416.84	\$0.00	\$3,416.84
License Type Insurance Co-Insurance Sales Company Totals	28				\$3,416.84	\$0.00	\$3,416.84
License Type: Professional-Professional							
Professional-Professional	63				\$7,443.85	(\$244.06)	\$7,199.79
Prof by Quantity-Professional by quantity	1				\$122.03	\$0.00	\$122.03
Cosmetology-Cosmetology / Barber	32				\$1,279.22	\$0.00	\$1,279.22
Zoning Review-Zoning Use Review Fees (BTR)	1				\$50.00	\$0.00	\$50.00
Real Estate-Real Estate Broker / Ins Agents	6				\$585.90	\$0.00	\$585.90
Transfer-Transfer	2				\$16.26	\$0.00	\$16.26
Collection Fee-Collection Fee	2				\$85.00	\$0.00	\$85.00
Delinquent > 150-Delinquent Over 150 Days	1				\$100.00	\$0.00	\$100.00
NSF-NSF	2				\$40.00	\$0.00	\$40.00
General Service-General Service	11				\$1,278.42	\$0.00	\$1,278.42
License Type Professional-Professional Totals	121				\$11,000.68	(\$244.06)	\$10,756.62
License Type: Rental Office-Rental Office							
Rental Office-Rental Office	2				\$325.78	\$40.61	\$366.39
License Type Rental Office-Rental Office Totals	2				\$325.78	\$40.61	\$366.39
License Type: Storage/WH Units-Storage / Warehouse Units							
Storage/WH Units-Storage / Warehouse Units	2				\$3,259.36	\$0.00	\$3,259.36
License Type Storage/WH Units-Storage / Warehouse Units Totals	2				\$3,259.36	\$0.00	\$3,259.36

Code Enforcement Division

Code Division Report (September 1, 2025 – September 30, 2025)

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2025
Inspections Related to Active Code Cases	35	1447
New Cases Started	18	598
Cases Complied	10	416
Current Open Cases	326	3687
Notices Sent	58	1228
Illegal Signs Removed from right-of-way	330	4416
Inspections Not Related to Active Code Cases	35	1551
Complaints Received and Investigated	2	111
Warning Tickets	0	60

Code Enforcement - STATS FY 2025

	<u>NOTICES MAILED</u>	<u>SIGNS</u>	<u>INSPECTIONS</u>	<u>COMPLAINTS</u>	<u>WRITTEN WARNINGS</u>
OCTOBER 2024	232	267	284	10	35
NOVEMBER 2024	110	727	134	12	3
DECEMBER 2024	162	527	164	15	42
JANUARY 2025	134	438	202	9	6
FEBRUARY 2025	159	280	233	8	4
MARCH 2025	143	367	185	10	2
APRIL 2025	74	423	120	6	1
MAY 2025	75	256	77	6	0
JUNE 2025	67	246	60	16	0
JULY 2025	82	305	78	21	0
AUGUST 2025	93	304	69	4	0
SEPTEMBER 2025	58	330	35	2	0



Department Report

MEETING DATE: October 20, 2025

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Department of Finance Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides activity within the Department of Finance for the reporting period from September 1 through September 30, 2025:

- Continued to work on efficiencies to better serve our internal and external customers.
- General Operations
 - Continuing process of Fixed Assets tasks for the current fiscal year.
 - Finalized FY26 Budget and approved by City Council
 - Held the final hearing on September 17th to adopt the final millage rate and FY26 budget.
 - Certified DR 487, DR 420MM and DR 487 V electronically for TRIM.
- Grants
 - Submitted applications for the following grants:
 - Department of State 2026 America 250 Grant
 - Lake Worth Lagoon Initiative – Septic to Sewer 2026 State Approp.
 - FL 2025 Cybersecurity Grant
 - Submitted quarterly progress reports on the following grants:
 - FL DEP 2023 - 2024 Swain Blvd Sewer Ext (State) Approp. Phase I
 - DOT 2022 Safe Streets
 - HMGP Gladiator Lake 2018
 - FL DOE 2023 Youth Program Capital Outlay (State) Approp.
 - Assistance to Firefighter 2022 Training
 - Firefighters Supplemental 2025
 - Grant(s) Awarded
 - 2025 Decontamination Equipment Grant
 - FY 2024 SAFER Grant



Department Report

MEETING DATE: October 20, 2025

FROM: Phillip Konz, Fire Chief

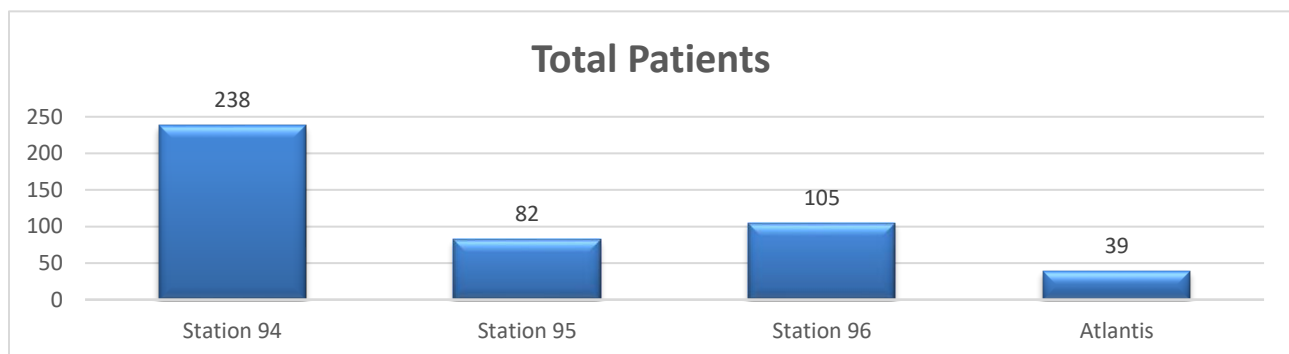
SUBJECT: Fire Rescue September

FR CALLS

CALLS	MONTHLY TOTALS
Total Alarms dispatched in September	577
Average alarms per day	20.61
Total calls this fiscal year	7,133

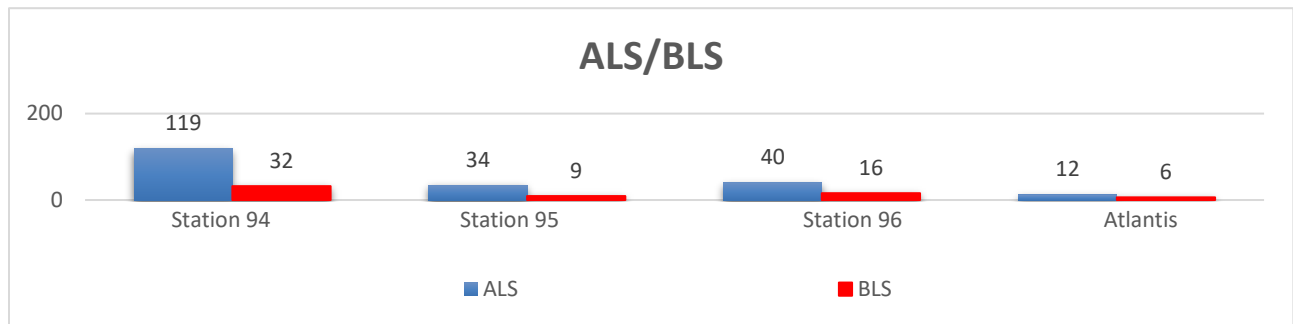
In September 2025, 425 patients were treated for Emergency Medical related services. Of those patients, 39 were in the City of Atlantis. These requests vary from a single unit responding to help an individual who has fallen to the floor, to a cardiac arrest necessitating multiple units, along with a mix of personnel, advanced skills and equipment.

Service Calls, Cancels, and Public Assists totaled 54. The requests include, but are not limited to, people locked out of home, water evacuation, animal problems, police assist, defective elevator, and canceled due to wrong address.



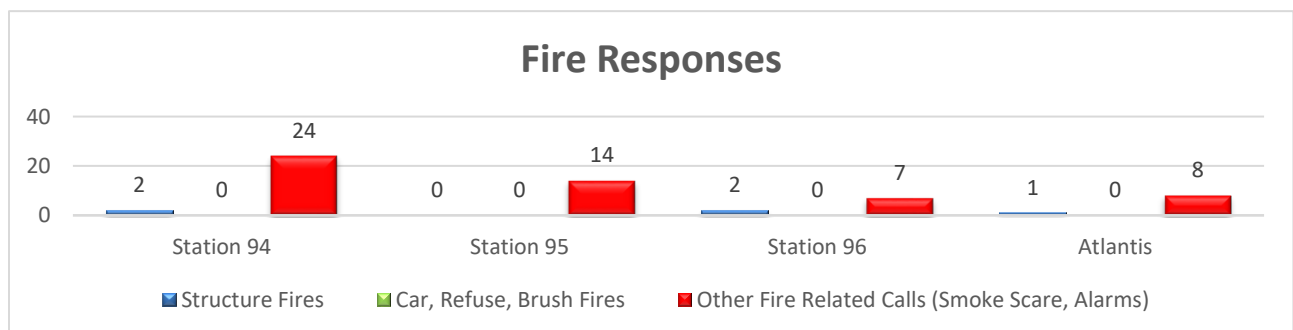
ALS/BLS

Fire Rescue transported 250 patients to a hospital or 58% of the patients we were called to treat. The majority of those (193) required Advanced Life Support procedures. ALS emergencies require additional personnel, specialized equipment, and skills. Often, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with life-saving therapies.

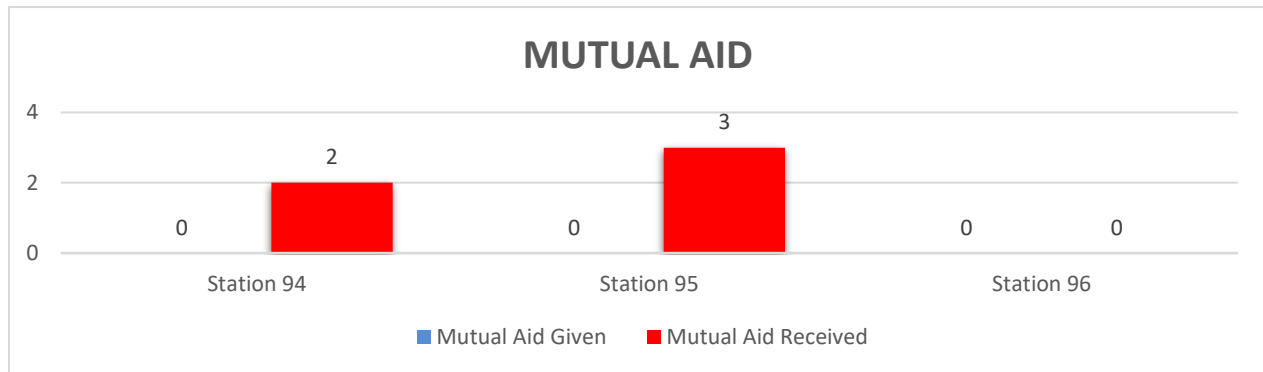


FIRE RESPONSES

Fire Rescue responded to 45 calls for a fire or smoke-related emergency. There were no calls requiring an escalated response to a car, brush, or refuse fire; four (4) were in a residential or commercial structure.



MUTUAL AID

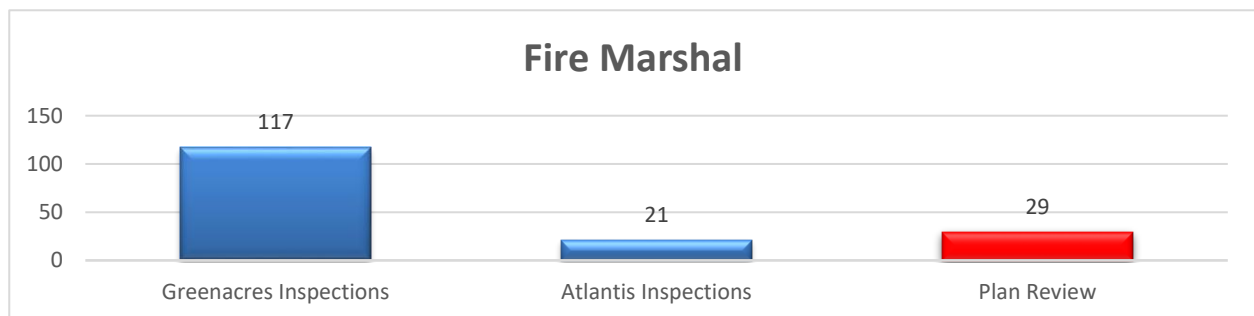


Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system is designed to be limited to large events that tax the resources beyond the normal capabilities of the community.

FIRE MARSHAL

Fire Prevention and Protection focuses on protecting people and property from fire through fire safety inspections, fire plans review, fire cause and origin investigations, and public education. In addition, the Fire Marshal provides fire safety lectures, attends land development meetings, and testifies at code enforcement hearings.

Inspections	138
Plans Review	29
Dollar Loss due to fire	\$95,000



SPECIAL SERVICES

Blood Pressure Screenings	0
Presentations, Station Tours/Attendees	2/30
Persons Trained in CPR	



Department Report

MEETING DATE: October 20th, 2025

FROM: Georges Bayard, Director, Information Technology

SUBJECT: Department of Information Technology - September 2025 Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Information Technology Department for the reporting period from September 1, 2025 - September 30, 2025.

1. Working with vendor assistance on the project to build and deploy the City's new Intranet website, based on Microsoft SharePoint. This new intranet is expected to provide improved collaboration capabilities and easy access to a variety of tools such as AI and process automation, in addition to being the centralized private network hub where employees can access the information, resources, and tools they need to do their jobs.
 2. Completed deployment of new network firewall appliances, to replace the aging primary security hardware components that are protecting the City's data resources from external access.
 3. Finalizing the network segmentation project for the Municipal Complex, to separate workstations and critical equipment - e.g. servers and switches - into distinct sub-networks, a best practice adding another security layer to the City's information systems.
 4. Arranged meeting with AVI-SPL, the vendor who will be performing the upgrade to Council Chamber AV system and the Banquet Hall display, with the EOC Design/Building team, to begin identifying the Audiovisual technology requirements and potential design for the new building.
 5. The MyGovernmentOnline (MGO) implementation project continues with the DNS Department, to manage all Permitting, Planning & Zoning, Code Compliance and Business Tax Receipts (BTRs) activities. The Go-Live for the BTR and Fire Inspection modules is expected to take place by October 1, to be followed by the additional modules.
-

SERVICE DESK REQUESTS

September 2025

DEPARTMENT	CURRENT PERIOD	FY 2025 YTD	FY 2025 BUDGET
Administration	12	166	-
Community & Recreation Services	10	81	-
Development & Neighborhood Svcs.	13	110	-
Finance	1	54	-
Fire Rescue	5	80	-
Information Technology	1	36	-
Public Works	2	46	-
Purchasing	2	19	-
Youth Programs	3	61	-
Total Service Desk Requests	49	653	800

IT Department Monthly Activity Report - September, 2025

Number of Total Tickets

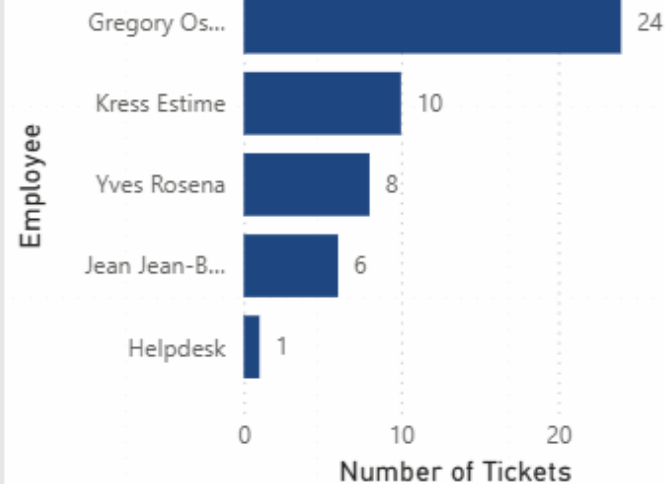
49

Tickets

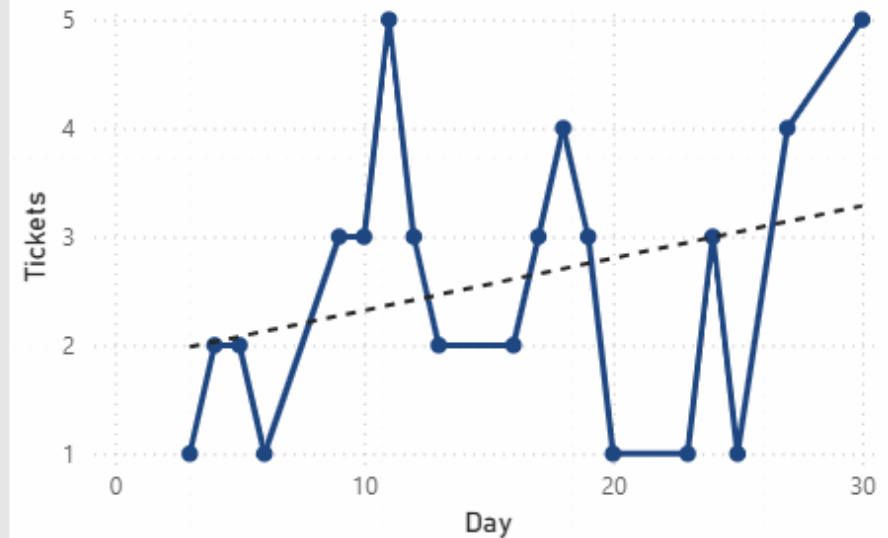
Tickets Resolved



Number of Tickets by Employee



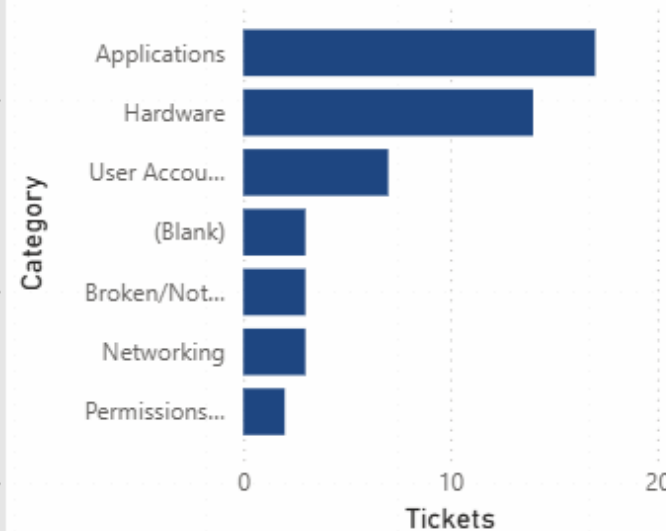
Tickets by Day



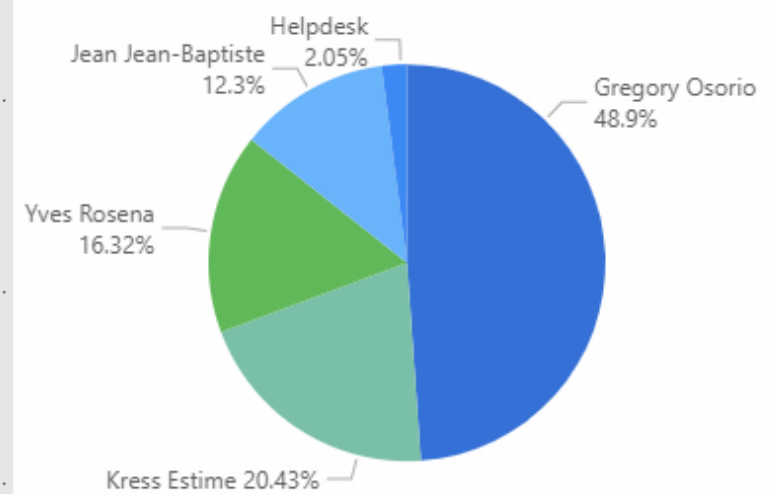
Tickets by State



Tickets by Category



% of Tickets by Employee





Department Report

MEETING DATE: October 20, 2025

FROM: Captain Craig Turner, PBSO District 16

SUBJECT: PBSO District 16 – September 2025 Report

CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	1,606
Traffic Stops (Self-Initiated)	750
Calls for Service (Excluding 1050's & 1061's)	1,555
All CAD Calls - Total	3,911
Total Calls for Service – FY 2025 (October 2024 – September 2025)	48,266

Data Source: CADS/Premier 1

*Omit Miscellaneous Calls

Note: P1 is a dynamic system. Meaning that #'s can change from what was previously reported in the event there is a location or call type re-classification/modification.

SUMMARY

During the month, there were 3,911 generated calls within the district and 60% of these calls were self-initiated.

TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
877	485

Data Source: D16 Office Staff/Monthly Report

PBSO MOTORS UNIT	
Total Citations	Total Warnings
446	212

Data Source: D16 Office Staff

COMMUNITY POLICING EVENTS

- Assisted District 1 Community Policing with Senior Citizen Prom 09/13/2025
- Girls Who Code 09/16/2025
- Stroll with a Deputy
- Bicycle donation pick-up from Walmart (10/02/2025)
- Birthday gift drop off (10/02/2025)
- Assisted with scooter donation (10/02/2025)
- Donation pick-up for Little Smiles for Trunk or Treat Event (10/03/2025)

STREET CRIMES UNIT

- **C/N 25-093583** - Road Patrol received a call regarding a subject with a felony warrant (aggravated assault with a deadly weapon) being in the area of District 16. District 16 Street Crime Unit responded and located the suspects' vehicle. Surveillance was established until Agents observed suspect. Agents moved in, and the suspect attempted to flee on foot. Agents apprehended suspect and the suspect was transported to the Palm Beach County Jail and charged with resisting without violence, aggravated assault with a deadly weapon, domestic battery, and failure to appear (TAC was notified/ case is cleared by arrest).
- **C/N 25-098713, 25-098739 & 25-098738** - District 16 Street Crime Unit attempted a traffic stop on a Blue Mercedes. The vehicle fled, and the traffic stop was immediately terminated. The vehicle fled at high speed and immediately crashed into three cars at Kirk and Lake Worth. The suspect fled on foot. A perimeter was established, and the suspect entered a home and hid under a bed, then fled on foot again and entered a yard and hid under an RV. K-9 and District 16 Street Crime Unit located the suspect and apprehended with the assistance of K-9. Tactical unit was actively looking for suspect reference a DNA Warrant reference to a robbery. District 16 Street Crime Unit took lead on the case and arrested the suspect with Flee & Elude, (2) counts of burglary, offense against police K-9, leaving scene of crash with injury, resist without violence, No driver's license and reckless driving. The suspect was transported to the Palm Beach County Jail (case is clear by arrest).
- **C/N 25-101679** – DEA requested the assistance of District 16 Street Crime Unit in a buy-bust operation. The subject was going to bring 40 thousand fentanyl pills to the DEA undercover. Once the subject arrived at the location, Narcotics and District 16 Street Crime Unit moved in and conducted a takedown on the subject and his driver of the vehicle. Both subjects were taken into custody without incident. DEA Agents recovered the fentanyl pills, and Agents obtained consent to search the subject's residence and located approximately 200 grams of suspected heroin. DEA Agents charged one of the subjects with Federal charges of Possession of Fentanyl with intent to distribute. The driver was arrested for operating a vehicle without a license. Both subjects were transported to the Palm Beach County Jail DIO, both subjects were placed on immigration detainers (case is cleared by arrest).

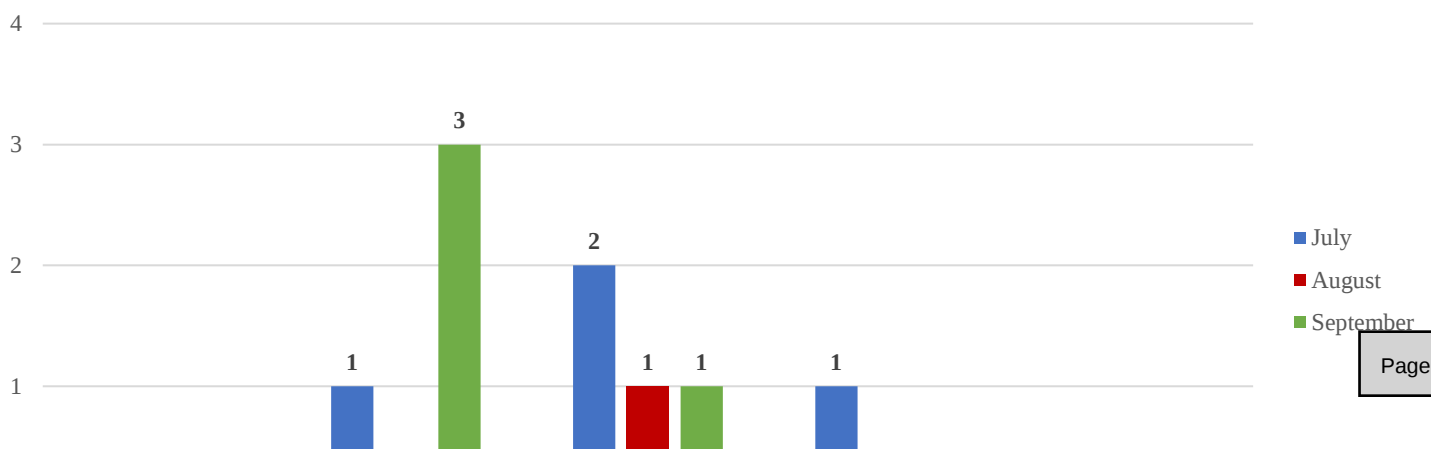
PROPERTY DETECTIVES

- A residential burglary occurred in the Woodlake Community- CCTV was retrieved and an NTI was distributed. Detectives identified the suspect, established PC and arrested her. Post Miranda, the suspect provided a full confession. This case is cleared by arrest.
- The victim was jumped by several subjects while walking through the Phoenix Movie Theatre Plaza. The victim believed this was in retaliation for a fight that occurred in December 2024. Video surveillance was obtained and several of the possible suspects were identified. The victim was able to positively identify 1 of 3 suspects out of photo line ups. One suspect still needs to be identified. One suspect was apprehended and gave information to help identify the last suspect. An arrest was made, but there is one additional suspect to identify.
- On September 24, 2025 the SFCAT apprehended four suspects and got an arrest warrant for the fifth outstanding suspect that were responsible for several business burglaries where the suspects target ATMs and safes. The suspects were interviewed, several phones and vehicles were recovered, and several residential search warrants were executed. Probable cause was established for one of the suspects in reference to this case and PC for additional suspects is still ongoing. This case is cleared by arrest, but-still active.

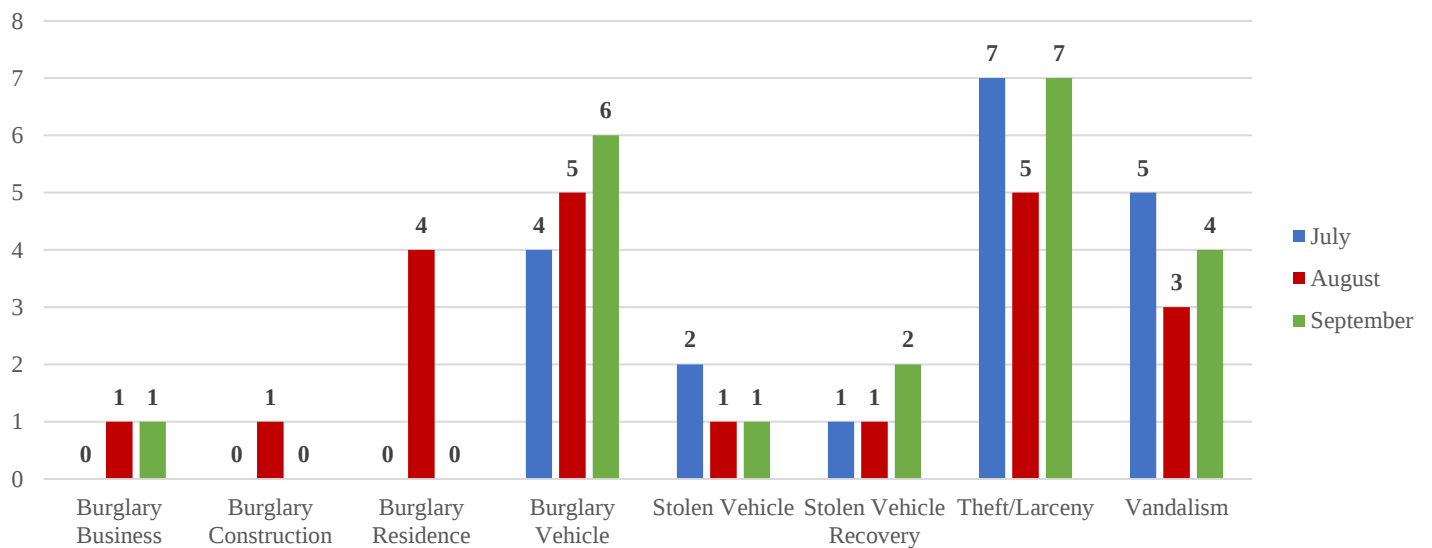
DATA ANALYSIS

The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed patrol and various enforcement activities. The analysis included on these pages is presented as a brief highlight to explain the salient points of this report.

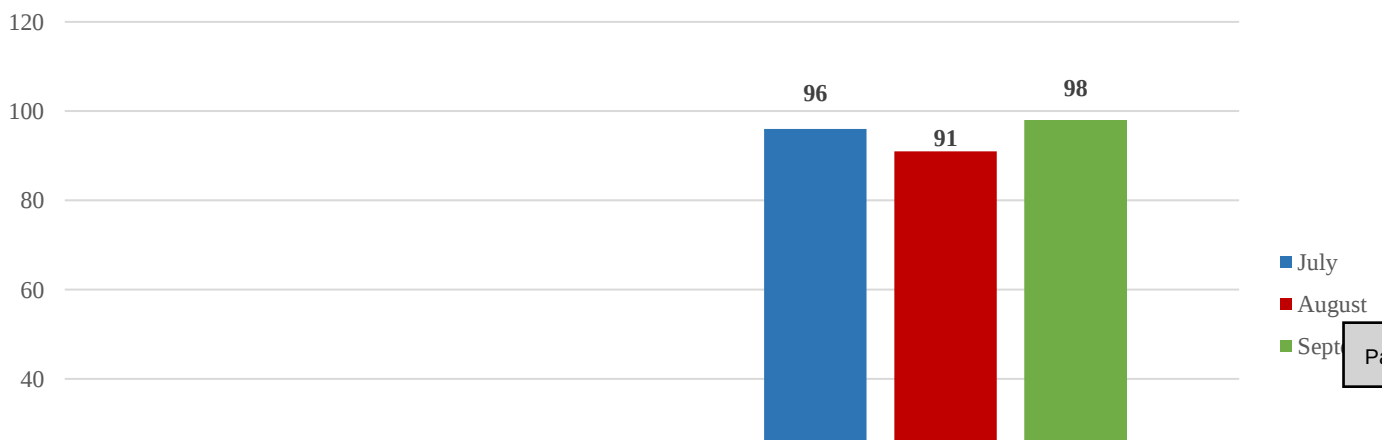
D16 Monthly Stats
Homicide, Robbery, Sexual Assault, Shooting, Stabbing
Data Source: CADS/P1



D16 Monthly Stats
Burglaries, Stolen Vehicle, Stolen Vehicle Recovery, Theft & Vandalism
 Data Source: CADS/P1



D16 Monthly Stats
Hit and Run & Motor Vehicle Crash
 Data Source: CADS/P1



TOP ACCIDENT LOCATIONS FOR SEPTEMBER 2025 - CASE NUMBER INCIDENTS (S3's, 4's & 5V)

LOCATION	CASE NUMBER COUNT
S MILITARY TRL / MELALEUCA LN	10
LAKE WORTH RD / S JOG RD	9
LAKE WORTH RD / S MILITARY TRL	7
10TH AVE N / S JOG RD	6



Department Report

MEETING DATE: October 20, 2025

FROM: Carlos Cedeño, Public Works Director

SUBJECT: Public Works Department Report

DEPARTMENT HIGHLIGHTS

Listed below is a summary of the activities undertaken by the Public Works Department during the period of September 1, 2025 through September 30, 2025.

1. ADMINISTRATION:

- CIP updates:
 - Youth Programs Building (CIP-236): Construction is currently 70% complete and is tracking to be turned over to operations by the end of February 2026.
- Staff coordinated the design of new PIP and adjacent playground equipment to be replaced at Rambo Park.
- Director attended SS4A Public Presentation at Villa Madonna Assisted Living Facility.
- Submitted EOC Code Plus and Centurian Lake Drainage Enhancements to Palm Beach County's LMS for ranking and inclusion in Prioritized Project List.
- Completed construction of Gladiator Lake Drainage Enhancement Project.

2. ROADS AND DRAINAGE MAINTENANCE

- Staff inspected all FPL light poles around the city and notified them of any outages.
- Staff conducted its annual inspection of all inlets, outfalls, manholes and control structures through out the city for NPDES reporting.
- Staff coordinated the upcoming road resurfacing and stripping of Foxtail Drive North and South of Purdy Lane.

3. VEHICLE MAINTENANCE

- Obtained quotes and prepared for new vehicles and equipment for fiscal year 2026.

4. BUILDING SERVICES

- Staff trimmed trees abutting the Public Works building.
- Water fountains and minor interior painting and repairs were completed at the WIC Center building.

5. PARKS MAINTENANCE

- The parking lots at Bowman and Gladiator Park were milled and resurfaced.
- Empire Park parking lot was resealed.

-
- Staff assisted with the set up and take-down of the Sunday Sounds event.



Department Report

MEETING DATE: October 20, 2025

FROM: Monica Powery, Director, Purchasing

SUBJECT: Department of Purchasing Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Department of Purchasing for the reporting period from September 1 through September 30.

- a. 25-004 AV System Upgrade and Equipment Replacement – This Request for Proposal was advertised on March 16, 2025 and closed on April 22, 2025 with three (3) proposals received. Presentations and final evaluations were conducted by the Selection Committee on July 9, 2025, and the Committee has recommended award to AVI-SPL, LLC. The City Council approved the award to AVI-SPL, LLC at the meeting held on September 17, 2025.
- b. 25-008 Background Screening Services – This Request for Proposal was advertised on June 1, 2025 and closed on July 1, 2025 with four (4) proposals received. One submission was deemed non-responsive. The Selection Committee met on July 24, 2025, to review, discuss and evaluate the remaining three (3) proposals. The Selection Committee has recommended awarding the project to First Choice Research & Investigations, LLC dba First Choice Background Screening. The City Council approved the award to First Choice Research & Investigations, LLC dba First Choice Background Screening at the meeting held on September 17, 2025.
- c. 25-009 Medical Supplies – This bid was advertised on August 3, 2025 and opened on September 5, 2025 with seven (7) proposals received. City staff evaluated the proposals and recommends award to Bound Tree Medical, LLC, Henry Schein Inc., and Life-Assist, Inc. as the lowest responsive and responsible bidders. The City Council approved the awards at the meeting held on September 17, 2025.
- d. 25-010 Mobile and Temporary Food Event Services – This Request for Proposal was advertised on August 3, 2025 and closed on September 5, 2025 with three (3) proposals received. Under staff review.
- e. 25-011 Landscape Maintenance Services for Facilities and Parks – This bid was advertised on August 14, 2025 and opened on September 5, 2025 with sixteen (16) proposals received. City staff evaluated the proposals and recommends award to D.S. Landscaping Inc. as the lowest responsive and responsible bidder. The City Council approved the award at the meeting held on September 17, 2025.
- f. 25-012 Irrigation Installation, Maintenance and Repair Services – This bid was advertised on August 14, 2025 and opened on September 5, 2025 with two (2) proposals received. City staff evaluated the proposals and recommends award to BrightView Landscape Services

Inc. as the lowest responsive and responsible bidder. The City Council approved the award at the meeting held on September 17, 2025.

- g. Solicitations In Progress – Furniture for New Youth Programs Building; Technology for New Youth Programs Building; Public Works Uniforms; Public Works Steel Columns Repair; and Fire Rescue Station 95 Lounge Renovation.

DEPARTMENT ACTIVITY

ACTIVITY	CURRENT PERIOD	FY 2025 YTD
Purchase Orders Issued	44	701
Purchase Order Amounts	\$ 455,251.24	\$ 41,475,729.79
Solicitations Issued	0	17
Solicitations in Progress	5	-
Central Store Requests	5	56
Contracts Managed	78	78
Purchasing Card Purchases	396	3,837
Purchasing Card Transactions	\$ 63,327.29	\$ 651,239.66
No. of Training Sessions Conducted	0	6
Towing Revenue	\$ 0.00	\$ 27,805.00



Youth Programs Department Monthly Report

MEETING DATE: October 20, 2025

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: September 2025 Department Report

PROGRAMMING

- Twenty (20) days of after school provided & one (1) full day of programming from 7:30a.m. - 5:30p.m.
- On September 23rd, YP participated in our first Sierra Club Inspiring Connections Outdoors field trip of the year. Twenty-three (23) children toured SWA's Renewable Energy Park and hiked. Children were treated to Chinese food and ice cream.

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2025 TO DATE
# of Participants	92	121
# of Participants in Sierra Club ICO	23	15
# of Licenses Coordinated	1	1
# of MOU's Coordinated	1	1
# of Part.'s in Teen Advisory Council (TAC)	8	8
# of Part.'s in TOP Program	40	40
# of Part.'s in Garden Club	0	34
# of Presidential Volunteer Service Hours	1021	5141

FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2025 TO DATE
Early Learning Coalition	\$9,965.70	\$131,263
Parent & Registration Fees	\$13,111.00	\$153,801.21
Youth Services Department SEL Grant	\$7,700.80	\$69,299.20
Textile Funds	\$00.00	\$10,260.00
Summer Camp Scholarship Program	\$00.00	\$6,600.00

C.A.R.E.S REPORT

- Throughout the month of September, the CARES Program Green and Red Team (3rd-5th) has been participating in the Prime Time ELO Nexlore. During the Nexlore program the students built mechanical, artistic, and engineering skills and learned to act as inventors. They designed remote-controlled hydraulic arms, learned to harness energy to power race cars, and experimented with structural design.
- On 9/12/25 older adults from Elison Independent Living Facility surprised Red Team (4th & 5th) by presenting them with a thank you poster from Elison. The thank you poster was for Red Team doing a social event at their facility where the youth played board games and gave out roses in August which the older adults enjoyed.

TEEN PROGRAMS REPORT

- On Sept. 20th, our Hot Spot students participated in their first Community Event of the new school year, Feeding South Florida's Outrun Hunger 5k. It was a huge success, with two participants finishing in the top 3 in their age group.
- Throughout the month of September, the City's Youth Programs Department prepared for Hispanic Heritage Month, on Friday (9/26) we kicked it off with a huge celebration. Our High School students decorated doors, painted ceiling tiles, created stations with information about various Hispanic countries, and taught our Elementary and Middle school students about the various cultures of each country, fun facts, and native foods. Additionally, students had the opportunity to sample foods from Mexico, Dominican Republic, Honduras, and Guatemala. Parents and families were also able to stop by and tour each station and try samples.
- Two of our high school students participated in the Senior Health and Resource Fair on September 27th. Students manned a Tech table for the seniors. They assisted seniors in navigating their smartphones, they helped with receiving emails to managing social media accounts.