



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, June 21, 2021 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Joel Flores, Mayor

John Tharp, Deputy Mayor

Peter A. Noble, Councilmember, District II

Judith Dugo, Councilmember District III

Jonathan G. Pearce, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Glen J. Torcivia, 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

1. **Presentation:** Legislative Update. - The Honorable Senator Lori Berman, District 31.
2. **Presentation:** 2021 Educational Scholarship Award Winners. - Councilmember Paula Bousquet, Chair.
3. **Presentation:** Comprehensive Financial Report Approval. - Teri Beiriger, Finance Director.

CONSENT AGENDA

4. **Official Minutes:** City Council Meeting Minutes, June 7, 2021. - Quintella Moorer, City Clerk.
5. **Board Ratification - PBSO/FF Retirement Board of Trustees (BOT)** - Ratifying Mr. Kyle Morejon to serve a four (4) year term. - Andrea McCue, City Manager.
6. **Resolution 2021-25:** Authorizing the execution of the FY 2020-2021 Interlocal Agreement between Palm Beach County and the City of Greenacres for the full reimbursement of emergency medical services grant equipment in the amount of \$16,196.46; and providing for an effective date. - Brian Fuller, Fire Rescue Chief.

- 7. Resolution 2021-29:** Approving Contract Number WE1236, between the Florida Department of Corrections and the City of Greenacres for the purpose of providing Work Squad(s) to the City during fiscal year 2022; authorizing the appropriate City Officials to execute contract Number W1236; providing for transmittal to the Department of Corrections; and providing for an effective date. - Carlos Cedeno, Public Works Director.

REGULAR AGENDA

- 8. Florida League of Cities (FLC) Annual Conference Voting Delegate:** Designation of Voting Delegate for the 95th Annual FLC Conference to be held in Orlando, Florida on August 12-14, 2021. - Andrea McCue, City Manager.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

9. Department Reports.

CITY ATTORNEY'S REPORT

MAYOR AND CITY COUNCIL REPORT

ADJOURNMENT

-

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 Moorner 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, June 07, 2021 at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Joel Flores, Mayor

John Tharp, Deputy Mayor

Peter A. Noble, Councilmember, District II

Judith Dugo, Councilmember District III

Jonathan G. Pearce, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Glen J. Torcivia, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PRESENT

Mayor Joel Flores

Deputy Mayor John Tharp

Councilmember Peter Noble

Councilmember Judith Dugo

Councilmember Johnathan Pearce

Councilmember Paula Bousquet

The Mayor requested a Moment of Silence for the late Mr. George Irving, Greenacres Code Enforcement Officer.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Bousquet.
Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo,
Councilmember Pearce

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

- 1. Presentation:** Legislative Update. - The Honorable Representatives David Silvers and Matt Willhite.

Representative Silvers, House District 87, thanked the Council for allowing him to speak. He spoke briefly regarding a few passed legislations regarding the university governed public records, which prevents cheating and dishonesty. He also mentioned he was proud of HB1233 Genetic Counseling Patient Protection Act.

Representative Willhite thanked the Council for welcoming him. He mentioned the State of Florida passed the largest budget during the session. He mentioned they were advocating for growth, development, and tourism in Florida. Representative Willhite stated the last election was very safe, successful, and brought out millions of voters. The new bills in place would only make the voting process better. He was very proud of the new prescription bill relating to hospital discharging, the Purple Alert bill, and the Wellington fireworks bill. He continued to mention other great accomplishments.

- 2. Presentation:** Lobbyist Legislative Update. - Joseph R. Salzverg, Gray Robinson.

Lobbyist Salzverg thanked the Council for welcoming him. He thanked the City's Staff for being great partners. He highlighted the septic to sewer project, grants, and creating guidelines to secure funding. Lobbyist Salzverg stated he was advocating for grants, fire stations, and youth development facilities.

CONSENT AGENDA

Motion made by Councilmember Bousquet, Seconded by Deputy Mayor Tharp.
Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo,
Councilmember Pearce, Councilmember Bousquet

- 3. Official Minutes:** City Council Meeting Minutes, May 17, 2021. - Quintella Moorer, City Clerk.
- 4. Resolution 2021-24:** Approving a Professional Services agreement for pressure cleaning services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Purchasing Director.
- 5. Resolution 2021-26:** Approving a Professional Services Agreement for construction of volleyball courts; authorizing the appropriate City Officials to execute the agreement. - Monica Powery, Purchasing Director.
- 6. Resolution 2021-27:** Approving the 2021-2022 Statewide School Readiness provider contract between the Early Learning Coalition of Palm Beach County and the City of Greenacres; authorizing execution of the contract; and providing for an effective date. - Jowie Mohammed, Youth Programs Director.
- 7. Resolution 2021-28:** Approving the 2021-2022 Children's Services Council provider contract between the Early Learning Coalition of Palm Beach County and the City of Greenacres; authorizing execution of the contract; and providing for an effective date. - Jowie Mohammed, Youth Programs Director.

- 8. RFP No. 15-003:** Extending Financial Auditing Services with Nowlen, Holt & Miner, P.A. extending the current agreement to August 31, 2021. - Monica Powery, Purchasing Director.

REGULAR AGENDA - None.

DISCUSSION ITEM

9. Proclamations - Andrea McCue, City Manager.

Ms. McCue stated she needed some guidance and feedback regarding the City's Proclamations process.

Councilmember Dugo stated she preferred not to read the entire Proclamation. She felt reading a brief description of the Proclamation, and a limiting the amount of proclamations per meeting would suffice.

Councilmember Pearce suggested extending a hold on Proclamation presentations until October 1 and placing the Proclamations on the Consent Agenda.

Councilmember Bousquet disagreed with Councilmember Pearce. She felt Proclamations were important to the Citizens and felt they deserved recognition.

Deputy Mayor Tharp agreed with Councilmember Bousquet.

Councilmember Noble thought Councilmember Dugo's suggestion was favorable, but he also agreed with Councilmember Pearce on the temporary hold.

Mayor Flores stated Proclamations were standing traditions and displayed a sign of respect and honor of a cause. He hoped the City would not move away from the Proclamation tradition as he felt all read Proclamations were worthy of the Council's time. Mayor Flores mentioned his dissatisfaction of rushing meetings and not wanting to present Proclamations. He felt embarrassed of the Council for not desiring to want to say thank you through Proclamations. He stated any vote against Proclamations would be embarrassing.

Councilmember Pearce felt the Mayor was a filibuster and stated the Proclamations would be recognized on the Consent Agenda. He felt disrespected by the Mayor's comments. Councilmember Pearce stated safety and business was first.

Councilmember Bousquet mentioned she felt safe at meetings and did not wish to shorten Council meetings. She stated the Council are paid to carry out the people's business.

Councilmember Dugo stated Councilmember Pearce took the words out of her mouth. She felt her opinion did not warrant a reprimand. She stated time was not the question; the question was the amount of Proclamations per meeting.

Ms. McCue explained the process of adding Proclamations to the agenda and processes of other cities and the County.

Councilmember Noble mentioned the previous Mayor handled Proclamations differently and he acknowledged the Mayor's concerns. He questioned the photo process and suggested shorter meetings.

Motion made by Councilmember Noble to limit Proclamations to two per meeting, selected by the City Manager and duration of ten minutes maximum. Seconded by Councilmember Dugo.

Ms. McCue asked for direction relating to selecting Proclamations. Council further discussed options to select various Proclamations.

Motion made by Councilmember Dugo, to place all Proclamations on the Consent Agenda until October 1, 2021 and photos taken prior to the meeting. Seconded by Councilmember Noble. Voting Yea: Councilmember Noble, Councilmember Dugo, and Councilmember Pearce. Voting Nay: Deputy Mayor Tharp, Councilmember Bousquet.

Mayor Flores confirmed taking photos prior to the meeting.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Ms. Kathy Dippolito, Lake Worth resident and volunteer with the Palm Beach County Chapter of Moms Demand Action. She said they fight for responsible gun ownership and safety. She mentioned in 2018, Mayor Flores provided a Proclamation of support for gun violence awareness. The request was denied in 2021. She thanked Mayor Flores, Deputy Mayor Tharp and Councilmember Bousquet for their support. She noted for the records Councilmembers Dugo, Noble, and Pearce rejected the request as they deemed it political. Ms. Dippolito stated gun violence was not political.

Ms. Chrystal Rambarath read the 2021 Proclamation Declaring June 4, 2021 "National Gun Violence Awareness Day" into the record.

Ms. Andrea Trainor, Lake Worth resident read a statement from Ms. Maxine Greenwich, which stated she was dedicated to reducing gun violence and that June 4, 2021 was recognize by many as National Gun Violence Awareness Day and was completely nonpartisan. She requested the Council endorse the proclamation. Ms. Trainor stated twelve other cities supported the proclamation.

Ms. Wynna Donmyer stated the National Gun Violence Proclamation was not a political issue but simply a request to reduce gun violence. She named various cities whom supported the Proclamation. She mentioned her disappointment of nonsupport and encouraged a stand for gun violence.

Pastor Cassandra Williams thanked the Mayor and Deputy Mayor for their support. She said her family members were killed due to gun violence. She was upset that Councilmembers felt proclamations were too long to read. She stated election lines were long, but citizens stand in them to vote for elected officials. Pastor Williams agreed with Mayor Flores that the comments from some of Council was embarrassing.

CITY MANAGER'S REPORT – None.

CITY ATTORNEY'S REPORT – None.

MAYOR AND CITY COUNCIL REPORT

Councilmember Bousquet: Suggested research regarding a Gun Buy Back Program in the City.

Councilmember Noble and Pearce disagreed. All other Council agreed.

Mayor Flores: Thanked Staff and Councilmember Bousquet for Bankshot concept and the unity box wrapping.

Deputy Mayor Tharp: Stated the volunteers tonight said it all, he thanked them.

Councilmember Noble: Felt subject matters were out of context and mentioned he did not endorse violence.

Deputy Mayor Tharp said Council should show ownership of their vote.

Councilmember Dugo stated none of Council support violence and should not feel villainized for opposing.

ADJOURNMENT

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Bousquet.

Joel Flores
Mayor

Quintella Moorer, CMC
City Clerk

Date Approved: 6-21-2021



ITEM SUMMARY

MEETING DATE: June 21, 2021

FROM: Andrea McCue, City Manager

SUBJECT: Public Safety Officers/Firefighters Retirement – Board of Trustees (BOT)

BACKGROUND

The City's BOT; established in 1996, oversees the Retirement Plan and Trust for the City's Firefighters/Paramedics (Firefighters) and former Public Safety Officers (Officers). The BOT is comprised of five (5) members: two (2) members are appointed by the City Council, one (1) member is elected from the current Firefighters, one (1) member is elected from the current Officers in the plan, and the last member is elected by a majority of the BOT.

ANALYSIS

Mr. Barry Spinweber served as the Fifth Member of the BOT; the majority of the BOT members selects the Fifth Member and the Council as a ministerial duty appoints such person to the BOT. Mr. Spinweber's term expires June 25, 2021. The BOT has chosen Mr. Kyle Morejon to serve a four-year term, which will expire on June 25, 2025.

FINANCIAL INFORMATION

N/A

LEGAL

N/A

STAFF RECOMMENDATION

Florida State Statutes 185.05; Board of Trustees; members; terms of office; meetings; legal entity; costs; attorney's fees requires the Council to appoint the Fifth Member whom was chosen by the majority of the BOT. Staff recommend appointing Mr. Kyle Morejon.



ITEM SUMMARY

MEETING DATE: June, 21, 2021

FROM: Brian Fuller, Fire Chief, Fire Rescue

SUBJECT: Resolution 2021-25 – FY2020-2021 Interlocal Agreement between Palm Beach County and the City Of Greenacres for the Full Reimbursement of Emergency Medical Services Grant

BACKGROUND

The State Department of Health provides grant funds to counties to improve and expand pre-hospital Emergency Medical Services (EMS) in their county and encourages each county to assess countywide needs. Palm Beach County, through the EMS Advisory Council, has established a process for providing licensed emergency medical providers with state trust funds based on the established priorities. As a licensed provider, the City has been approved for grant funding and will utilize this grant to purchase Medical Patient Care Reporting (MPCR) tablets and associated supplies.

ANALYSIS

The Interlocal Agreement between Palm Beach County and the City of Greenacres provides for the City to be fully reimbursed by the County in the amount of \$16,196.46 for the purchase of Medical Patient Care Reporting (MPCR) tablets and associated supplies. The Fire Rescue Department will submit for reimbursement under the terms and conditions of the EMS County Grant and this Interlocal Agreement.

FINANCIAL INFORMATION

The Interlocal Agreement between Palm Beach County and the City of Greenacres is 100% reimbursed in the amount of \$16,196.46. This project was included in the FY 2021 Capital Improvement Program.

LEGAL

The resolution has been prepared in accordance with City Code requirements.

STAFF RECOMMENDATION

Approval of the FY 2021 Palm Beach County Interlocal EMS Agreement through the adoption of Resolution 2021-25.

RESOLUTION NO. 2021-25

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF THE FY 2020-2021 INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF GREENACRES FOR THE FULL REIMBURSEMENT OF EMERGENCY MEDICAL SERVICES GRANT EQUIPMENT IN THE AMOUNT OF \$16,196.46; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with the localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. Forty-five percent (45%) of these funds are made available to the sixty seven (67) Boards of County Commissioners (BCC) throughout the State to improve and expand pre-hospital Emergency Medical Services (EMS) in their county; and

WHEREAS, DOHEMS County grants are only awarded to Boards of County Commissioners (BCC), however, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application; and

Resolution No. 2021-25 | Palm Beach County EMS Grant

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WHEREAS, the Palm Beach County has agreed to fully reimburse the City of Greenacres from its FY 2020-2021 EMS State Grant funds for the purchase of Medical Patient Care Reporting Tablets and associated supplies; and

WHEREAS, the City of Greenacres agrees to enter the FY 2020-2021 Interlocal Agreement with Palm Beach County and accept said full reimbursement under the terms and conditions of the EMS State Grant and the Interlocal Agreement; and,

WHEREAS, the City Council for the City of Greenacres has determined that entering the FY 2020-2021 Interlocal Agreement with Palm Beach County for EMS reimbursement as stated herein serves a valid public purpose.

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

SECTION 1. The City Council authorizes the execution of the FY 2020-2021 Interlocal Agreement between Palm Beach County and the City of Greenacres for the full reimbursement of Emergency Medical Services Grant Equipment in the amount of \$16,196.46, which is attached hereto as Exhibit "A".

SECTION 2. The City Council further authorizes the appropriate City officials to execute all necessary documents required to effectuate the terms of the Interlocal Agreement.

SECTION 3. This resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this DD of day of Month 202Y

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF GREENACRES

This Contract is between the Florida Department of Corrections (“Department”) and the City of Greenacres (“Agency”), which are the parties hereto.

WITNESSETH

WHEREAS, Sections 944.10(7) and 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department’s staff; and

WHEREAS, the Agency is a qualified and willing participant with the Department to contract for inmate work squad(s).

THEREFORE, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on November 5, 2021, or the last date of signature by all parties, whichever is later, and shall end on November 4, 2022.

B. Contract Renewal

This Contract may be renewed for up to an additional three (3) year period, in whole or part, after the initial Contract term, and upon the same terms and conditions contained herein. The Contract renewal is at the Agency’s discretion with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to this Contract’s expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by any inmate(s) performing services under this Contract.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) work squad of up to six (6) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices, when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave, when the officer's presence is required at the institution to assist with an emergency situation, when the officer is ill, or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers, all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee, blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract, such items will be transferred to the Agency.
- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
 - k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
 - l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
 - m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.
2. Responsibilities of the Agency
- a. The Agency shall periodically provide the Department's Contract Manager, or designee, with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
 - b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
 - c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
 - d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad(s). The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
 - e. The Agency shall provide vehicles for transportation of the work squad(s) and is responsible for the maintenance of said vehicle.
3. Communications Equipment

It is the intent of this Contract that the work squad(s) maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager, or designee, in writing, prior to assignment of the work squad(s). Depending upon the method of communication provided, the Department's Contract Manager, or designee, may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department, at no cost to the Agency, upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager, or designee, will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effectuate the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment, except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand-Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment, except for short durations dictated by the need for maintenance and/or repair. The use of any hand-held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager, or designee. The Department's Contract Manager, or designee, shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager, or designee, shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager, or designee, shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the work squad(s) is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of this Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth (1/4) of the total amount, due within two (2) weeks after the effective date of this Contract. The second quarterly payment is due no later than the 20th calendar day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th calendar day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of this Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Carlos I. Cedeno, Public Works Director
City of Greenacres
5750 Melaleuca Lane
Greenacres, Florida 33463
Telephone: (561) 642-2074
Fax: (561) 642-2094
Email: CCedeno@greenacresfl.gov

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, addresses, and phone numbers as indicated, as the Department's Contract Manager and the Department's Contract Administrator for the Project.

A. Department's Contract Manager

The Department's Field Office Manager of Martin Correctional Institution is designated as the Department's Contract Manager and is responsible for enforcing performance of this Contract's terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Martin Correctional Institution
1150 S.W. Allapattah Road
Indiantown, Florida 34956
Telephone: (772) 597-8034
Email: Mary.Tucker@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the Agency's Representative is:

Carlos I. Cedeno, Public Works Director
City of Greenacres
5750 Melaleuca Lane
Greenacres, Florida 33463
Telephone: (561) 642-2074
Fax: (561) 642-2094
Email: CCedeno@greenacresfl.gov

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be provided, in writing, to the other party and a copy of the written notice shall be maintained in the official Contract record.

V. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to provisions of this Contract shall only be valid when they have been provided, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager, or designee. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Deputy Director of Institutional Operations. The Department's Deputy Director of Institutional Operations shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. No Oral Modifications

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and, in writing, will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

I. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

J. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

K. Sovereign Immunity

The Agency and the Department are State agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

L. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Contracts.

M. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and **Addendum A** contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**AGENCY:
CITY OF GREENACRES**

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEIN: 59-0977961

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____
NAME: Trueby K. Bodiford
TITLE: Procurement Director
DATE: _____

SIGNED
BY: _____
NAME: Dorothy M. Burnsed
TITLE: Deputy General Counsel
DATE: _____

**Addendum A
Inmate Work Squad Detail of Costs for City of Greenacres
Interagency Contract Number W1236, effective November 5, 2021**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officer: Multiplier	<u>1</u>	\$ 54,194.00	**	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00		\$ 1,128.00
Repair and Maintenance			\$ 121.00		\$ 121.00
State Personnel Assessment			\$ 354.00		\$ 354.00
Training/Criminal Justice Standards			\$ 200.00		\$ 200.00
Uniform Purchase			\$ 400.00		\$ 400.00
Uniform Maintenance			\$ 350.00		\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00		\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

	Number Squads	Total Annual Cost
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

**Addendum A
 Inmate Work Squad Detail of Costs for City of Greenacres
 Interagency Contract Number W1207, effective September 24, 2021**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units
Hand Held Radio	MACOM	\$4969.00		1
Vehicle Mounted Radio	MACOM	\$5400.00		
TOTAL Operating Capital To Be Advanced By Agency				

Total Cost
\$ -
\$ -
\$ -

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

- 1. Operating Capital - from Section IV.
- 2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

- 1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
- 2. Other Related Expenses and Security Supplies - from Section II.
- 3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)**

TOTAL	\$57,497.00
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VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Greenacres
Interagency Contract Number W1207, effective September 24, 2021

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

RESOLUTION NO. 2021-29

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING CONTRACT NUMBER W1236, BETWEEN THE FLORIDA DEPARTMENT OF CORRECTIONS AND THE CITY OF GREENACRES FOR THE PURPOSE OF PROVIDING WORK SQUAD(S) TO THE CITY DURING FISCAL YEAR 2022; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE CONTRACT NUMBER W1236; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF CORRECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 944.10 (7) and 946.40, Florida Statutes, Chapters 33-3.003 and 33-3.017, F.A.C., and the Community Work Squad Manual provide for the use of work squad programs; and

WHEREAS, the City of Greenacres has been a qualified agency that has participated in the Community Work Squad Program; and

WHEREAS, the City of Greenacres desires to continue its participation in this worthwhile program by executing a contract with the Florida Department of Corrections for the use of work squad(s) consisting of one (1) Correctional Work Squad Officer and up to six (6) workers per day; and

WHEREAS, the City of Greenacres and the Florida Department of Corrections have determined that it is in their best interests to enter into an agreement in recognition of the mutual benefits and considerations as set forth in the contract.

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

Section 1. The City Council of the City of Greenacres desires to continue its participation in the Community Work Squad Program for the use of work squad(s) for

**Resolution No. 2021-29/DOC Work Squad Agreement
Page No. 2**

Fiscal Year 2022 and hereby approves Contract Number W1236 between the Florida Department of Corrections and the City of Greenacres.

Section 2. The City Council of the City of Greenacres hereby authorizes the appropriate City Officials to execute Contract Number W1236 attached hereto.

Section 3. The City Clerk is hereby directed to transmit two (2) original Contract Number W1236 documents to the Florida Department of Corrections for execution by the appropriate officials.

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

RESOLVED AND ADOPTED this 21st of day of June 2021

Joel Flores, Mayor

Voted:
Judith Dugo, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: June 11, 2021
FROM: Andrea McCue, City Manager, Administration
SUBJECT: FLC 2021 Annual Conference - Voting Delegate

BACKGROUND

The Florida League of Cities (FLC) 2021 Annual Conference will be held on August 12-14, 2021, in Orlando, FL.

Each year, during the League's annual conference business meeting, Election of League leadership and adoption of resolutions are undertaken and one (1) official from each City votes on behalf of their municipality to determine the direction of the League.

ANALYSIS

In accordance with the League's by-laws, each municipality's vote is determined by population. Therefore, for voting purposes at the conference, a voting delegate must be designated by the City Council prior to the conference.

FINANCIAL INFORMATION

There are no adverse financial impacts associated with this item

LEGAL

n/a

STAFF RECOMMENDATION

The City must formally designate a voting delegate and submit to the Florida League of Cities by July 28, 2021.