



CITY COUNCIL SPECIAL MEETING

City of Greenacres, Florida

Monday, January 09, 2023 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

Susy Diaz, 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. **Proclamation:** Arbor Day, January 20, 2023. - Barbara Hardsell, Oleander Garden Club.

CONSENT AGENDA

2. **Official Meeting Minutes:** City Council Meeting Minutes, December 19, 2022. - Quintella Moorer, City Clerk.
3. **Resolution 2023-01:** Approving the Host Shelter contract with Palm Beach County for the use of the Greenacres Community Center during emergencies; authorizing the appropriate City Officials to execute the contract and coordinate facility usage; providing for transmittal and an effective date. - Michele Thompson, Director of Community and Recreation Services.
4. **Resolution 2023-02:** Approving an amendment to the Tower Lease Agreement and Memorandum of Agreement with SBA Steel II, LLC., and authorizing execution of the same; and providing for an effective date. - Andrea McCue, City Manager.
5. **Resolution 2023-03:** Approving a Professional Services Agreement for fence installation, maintenance and repair services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
6. **Resolution 2023-04:** Approving a Professional Services Agreement for printing services for City publications; authorizing the appropriate City Officials to execute the agreement. - Monica Powery, Director of Purchasing.

7. **Resolution 2023-08:** Satisfying certain liens imposed against residential property, pursuant to Section 15-31; City of Greenacres Code. - Teri Beiriger, Director of Finance.

REGULAR AGENDA

8. **PUBLIC HEARING: Ordinance 2022-39: Second Reading:** Amending the future land use map of the future land use element of the City's Comprehensive Plan, to change the future land use designation of one parcel of land totaling approximately 20.1183 acres, located at the southeast corner of Lake Worth Road and Jog Road at 6400-6490 Lake Worth Road and 4180 S. Jog Road Suites 1-9, from a Palm Beach County designation Commercial High (CH) to a City of Greenacres designation of Commercial (CM) as requested by the Planning, GIS and Engineering Division; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Division of Community Development; providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.
9. **PUBLIC HEARING: Ordinance 2022-40: Second Reading:** Approving a zoning change for one parcel of land totaling approximately 20.1183 acres, located at the southeast corner of Lake Worth Road and Jog Road at 6400-6490 Lake Worth Road, and 4180 Jog Road Suites 1-9, from a Palm Beach County zoning designation of General Commercial (CG) to a City of Greenacres zoning designation of Commercial Intensive (CI) as requested by the Planning, GIS and Engineering Division; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date.- Caryn Gardner-Young, Zoning Administrator.
10. **PUBLIC HEARING: Ordinance 2022-41: Second Reading:** Approving the conveyance of 6,804 square feet strip of land located adjacent to and east of the property at 1105 S. Jog Road, Greenacres, Florida; authorizing City Manager to execute all documents necessary to accomplish the conveyance; providing for severability, conflicts, and an effective date. - Caryn Gardner-Young, Zoning Administrator.
11. **PUBLIC HEARING: Ordinance 2022-43: Second Reading:** Amending the City of Greenacres Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Teri Beiriger, Director of Finance.

DISCUSSION ITEM

12. Removal of acrylic dais partitions. - Councilmember Dugo.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

13. Community & Recreation Services Report.
14. Finance Report.
15. Fire Rescue Report.
16. Information Technology Report.
17. Palm Beach Sheriff Office District 16 Report.
18. Purchasing Report.
19. Youth Programs Report.

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

February 1, 2023

February 6, 2023

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, December 19, 2022 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
Susy Diaz, 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

Mayor Flores called the meeting to Order at 6PM and City Clerk Moorer called the Roll. Councilmember Noble was absent.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

- 1. Presentation:** 2022 City Photo Contest Winners. - Michele Thompson, Director of Community and Recreation Services and Blanca L. Mackrey, Agent, State Farm.

Ms. Thompson and Ms. Mackrey presented the winners as follows: Third Place Ms. Ashely Baroncelli, water lily. Second Place Ms. Amy DeMartino, ducks. First Place Mr. Douglas Ruby, dragonfly.

They both thanked the judges and contestants.

CONSENT AGENDA

- 2. Official Meeting Minutes:** City Council Meeting Minutes, December 5, 2022. - Quintella Moorer, City Clerk.
- 3. Resolution 2022-64:** Approving and authorizing the execution of Amendment 001 for Fiscal Year 2022-2023 Community Development Block Grant (CDBG) Agreement for

Phase 1 Lift Station Original Section Sewer Project; and providing for an effective date. - Carlos Cedeno, Director of Public Works.

- 4. Resolution 2022-66:** Approving an agreement between the City of Greenacres and Denise Malone, AICP, to provide professional planning and development operations, oversight services; authorizing the appropriate City Officials to execute the Agreement and provide for an effective date. - Andrea McCue, City Manager.

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

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

REGULAR AGENDA

- 5. PUBLIC HEARING: Ordinance 2022-35: First Reading:** Amending Chapter 16, Article 3, District Regulations, Division 11, Commercial Intensive, Section 16-499(30) to allow for outside car detailing at stand-alone car washes within the Commercial Intensive (CI) zoning district; providing for repeal of conflicting ordinances, severability, inclusion in code, and an effective date. - Caryn Gardner-Young, Zoning Administrator.

Ms. Moorer read the ordinance by title.

Ms. Gardner-Young explained the presentations for Ordinance 2022-35 and 2022-36 would be presented together and required separate title readings and votes. She read the Quasi-Judicial procedures into the record. Ms. Moorer swore in four persons.

Mr. Geoff Jervis, CEO stated Mint Eco was a relationship focus company focusing on customers, community and employees, a full detailing car wash, beautiful facility, free car washes to first responders. They adopt parks to give back to the community. He continued to mention the water was recycled and most paper products used were recycled and ecofriendly.

Mr. Josh Nichols, Agent stated the request was to allow an exterior detail washing area and a zoning text change to Commercial Intensive. He stated there was no impact to the nearby residential area. He also mentioned two residents wrote in to support the project. Others were contacted as well but all residents did not reply.

Ms. Gardner-Young mentioned the two requests were zoning and text amendments. She said the text amendment was to allow a detail stand-a-alone car wash. Ms. Gardner-Young said there was a market demand for the type of business. The text amendment does meet the Comprehensive Plan. Staff recommended approval.

Deputy Mayor Tharp questioned how many residents were contacted. Mr. Nichols replied all residents close to the site were notified but only two replied and there were no rejections.

Councilmember Diaz asked about hours of operation, meeting notifications and location of the detailing area. Mr. Nichols said the hours were 7am - 9pm and they pointed out the location on the screen.

Motion made by Councilmember Bousquet, Seconded by Councilmember Dugo to approve Ordinance 2022-35 on First Reading.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and

Councilmember Bousquet.

- 6. QUASI-JUDICIAL PUBLIC HEARING- Ordinance 2022-36: First Reading:** Approving a zoning change and official zoning map amendment for three parcels of land totaling approximately 3.62 acres, located on the south side of Lake Worth Road approximately 200 feet west of Empire Way at 4840 Lake Worth Road, from a City of Greenacres designation of Commercial General (CG) to a City of Greenacres designation of Commercial Intensive (CI), as requested by the Petitioner, Schmidt and Nichols, Agent for the Owner, Mint Eco Car Wash Acquisition CO., LLC; providing for changes to the official zoning map, repeal of conflicting ordinances, severability; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

Ms. Moorer read the ordinance by title.

Mayor Flores reported per Ex-parte communication he had a presentation overview with the Owner and Staff regarding Ordinance 2022-36. No other communications were reported.

Ms. Olga Sierra resident questioned if there were any traffic studies completed. Ms. Gardner-Young replied traffic studies were completed and approved by the County with no rejections.

Motion made by Councilmember Dugo, Seconded by Deputy Mayor Tharp to approve Ordinance 2022-36 on First Reading.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, Councilmember Bousquet

- 7. QUASI-JUDICIAL PUBLIC HEARING: Resolution 2022-35:** Approving the petition for a special exception to allow a stand-alone car wash in a Commercial Intensive (CI) zoning district, located at 6200 Lake Worth Road, as requested by the petitioner, Dwayne Dickerson, agent for the contract purchaser, VYBE investments, LLC; providing for repeal of conflicting resolutions; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

Ms. Moorer read the resolution by title.

Ms. Moorer swore in five persons.

No Ex-Parte communications were reported.

Resolution 2022-35 and 2022-40 were presented by the application and Staff together.

Mr. Dwayne Dickerson, representative for the agent, stated the request was to allow a stand-alone car wash and they planned to demolish the existing building which was previously a Steak and Shake restaurant. He highlighted the site plan, which was approved by the County with zero conflicts with traffic and included landscaping and a solid six-foot wall.

Mr. Dickerson said the Pink Bird company was local, community oriented, modern and operated by family.

Mr. Dickerson said they did complete community outreach with no rejections.

Ms. Gardner-Young stated that once approved this would be final and were site specific. She said traffic studies were approved and the plans met all requirements. She mentioned all conditions were approved and agreed upon. Staff recommended approval.

Deputy Mayor Tharp asked about the exit of the car wash and noise level for the outdoor vacuums. Ms. Gardner-Young explained it was far away the communities.

Councilmember Diaz asked the hours of operations. Mr. Dickerson replied 7am-9pm.

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Bousquet to approve Resolution 2022-35.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

- 8. Resolution 2022-40:** Approving a site and development plan to allow for a stand-alone car wash in a Commercial Intensive (CI) zoning district, located at 6200 Lake Worth Road, as requested by the Petitioner, Dwayne Dickerson, agent for the contract purchaser, VYBE Investments LLC; providing for repeal of conflicting resolutions; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

Ms. Moorer read the resolution by title.

Motion made by Councilmember Bousquet, Seconded by Deputy Mayor Tharp to approve Resolution 2022-40.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

- 9. PUBLIC HEARING: Ordinance 2022-39: First Reading:** Amending the future land use map of the future land use element of the City's Comprehensive Plan, to change the future land use designation of one parcel of land totaling approximately 20.1183 acres, located at the southeast corner of Lake Worth Road and Jog Road at 6400-6490 Lake Worth Road and 4180 S. Jog Road Suites 1-9, from a Palm Beach County designation Commercial High (CH) to a City of Greenacres designation of Commercial (CM) as requested by the Planning, GIS and Engineering Division; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Division of Community Development; providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

Ms. Moorer read the ordinance by title.

Ms. Gardner-Young stated she would present both Ordinance 2022-39 and 2022-40 together. She said it was a land use and zoning change on the same parcel. Ms. Gardner-Young stated the approval was for the base parcel only. She requested to change from a Palm Beach County Commercial High to a City Commercial designation.

Ms. Gardner-Young showed the site plan.

She stated the zoning change was from a Palm Beach County zoning designation of General Commercial to a City Commercial Intensive which was required for the annexation.

Staff recommended approval.

Motion made by Councilmember Diaz, Seconded by Councilmember Bousquet to approve Ordinance 2022-39 on First Reading.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

10. Ordinance 2022-40: First Reading: Approving a zoning change for one parcel of land totaling approximately 20.1183 acres, located at the southeast corner of Lake Worth Road and Jog Road at 6400-6490 Lake Worth Road, and 4180 Jog Road Suites 1-9, from a Palm Beach County zoning designation of General Commercial (CG) to a City of Greenacres zoning designation of Commercial Intensive (CI) as requested by the Planning, GIS and Engineering Division; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date.- Caryn Gardner-Young, Zoning Administrator.

Ms. Moorer read the ordinance by title.

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Bousquet to approve Ordinance 2022-40 on First Reading.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

11. PUBLIC HEARING: Ordinance 2022-38: Second Reading: Amending Chapter 6, Franchises, Article 5, Solid Waste, Division 1, Generally, Section 6-276, of the City of Greenacres Code of Ordinances, to clarify that all rates under the Franchise Agreement may be amended by City resolution; providing for repeal of conflicting ordinances, severability, codification, retrospective application, and an effective date. - Monica Powery, Director of Purchasing.

Ms. Moorer read the ordinance by title.

Ms. Powery stated the ordinance was to clarify the rates process.

Ms. Powery stated no changes had taken place since the First Reading.

Motion made by Councilmember Diaz, Seconded by Councilmember Dugo to approve Ordinance 2022-38 on Second Reading.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

12. PUBLIC HEARING: Ordinance 2022-42: Second Reading: Amending Chapter 2 "Administration," Article I "In General," by adding a new Section 2-2 "Naming of City Programs, Events and Facilities;" providing for severability, conflicts, codification, and an effective date. - Andrea McCue, City Manager.

Ms. Moorer read the ordinance by title.

Ms. McCue stated the ordinance was established to create a policy for naming City programs, events and facilities. The ordinance would require four votes for renaming, removing or naming programs, events or facilities.

Motion made by Councilmember Bousquet, Seconded by Councilmember Dugo to approve Ordinance 2022-42 on Second Reading.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

13. Ordinance 2022-41: First Reading: Approving the conveyance of 6,804 square feet strip of land located adjacent to and east of the property at 1105 S. Jog Road, Greenacres,

Florida; authorizing City Manager to execute all documents necessary to accomplish the conveyance; providing for severability, conflicts, and an effective date. - Caryn Gardner-Young, Zoning Administrator.

Ms. Moorer read the ordinance by title.

Ms. Gardner-Young showed a photo of the proposed property area. The Applicant made an offer for \$17, 500, including all closing cost. Staff recommended approval. She also stated the purchase was in the best interest of the City.

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Dugo to approve Ordinance 2022-41 on First Reading.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

14. Ordinance 2022-43: First Reading: Amending the City of Greenacres Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Teri Beiriger, Director of Finance.

Ms. Moorer read the ordinance by title.

Ms. Beiriger stated Council Policy 6 authorized budget adjustments. She stated three projects required fund adjustments. The projects included the sidewalk with a cost increase of \$33 thousand, and the septic to sewer increase to about \$105 thousand, and the Dillman project increase. The total adjustment was about \$150 thousand. Staff recommend approval.

Motion made by Councilmember Dugo, Seconded by Councilmember Bousquet to approve Ordinance 2022-43 on First Reading.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

15. Resolution 2022-62: Agreement between the City of Greenacres and Painted, Inc. to create public art on the wall on the Northeast corner of Melaleuca Lane and Haverhill Road; authorizing the appropriate City Officials to execute the Agreement; providing for an effective date. - Monica Powery, Director of Purchasing.

Ms. Moorer read the resolution by title.

Ms. Powery explained the selection process and highlighted the chosen company Painted, Inc. and artist Nico. She showed a rendering of the mural. The Council liked the mural but preferred to remove the snake image and replace with a turtle or another animal.

Motion made by Councilmember Bousquet, Seconded by Deputy Mayor Tharp to approve Resolution 2022-62.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

16. Ratification of the Building Board of Adjustments and Appeals Board: Appointing (1) one of (9) nine members to serve (4) four-year unlimited staggered terms. - Andrea McCue, City Manager.

Ms. McCue recommended Brandon Cabrera for a four-year staggered term.

Motion made by Councilmember Dugo, Seconded by Deputy Mayor Tharp to approve ratification of the BBAA member.

Voting Yea: Deputy Mayor Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Ms. Olga Sierra resident mentioned her concern with cleaning the sewers from leaves and potholes in the street.

CITY MANAGER'S REPORT

Ms. McCue mentioned the only meeting in January will be the ninth. The Council agreed.

She also wished Captain Moore great success with his FBI training and Happy Holidays to all.

17. Community and Recreation Services Report.
18. Development and Neighborhood Services Report.
19. Finance Report.
20. Fire Rescue Report.
21. Information Technology Report.
22. Palm Beach Sheriff's Office - District 16 Report.
23. Public Works Report.
24. Purchasing Report.
25. Youth Programs Report.

CITY ATTORNEY'S REPORT

No report.

MAYOR AND CITY COUNCIL REPORT

Deputy Mayor Tharp thanked everyone involved with the Toy Drive.

Councilmember Dugo suggested a Discussion regarding the Covid dividers.

Councilmember Diaz thanked everyone involved with the Mock City Council Meeting.

Councilmember Bousquet disagreed with removing the dividers.

Mayor Flores thanked everyone involved with the Mock Council Meeting, he also enjoyed the Government's Day event. He mentioned he was reappointed to serve on the TPA Board.

ADJOURNMENT

7:38 PM.

Joel Flores
Mayor

Quintella Moorer, CMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: January 9, 2023
FROM: Michele Thompson, Director, Community & Recreation Services
SUBJECT: Palm Beach County Host Shelter Contract

BACKGROUND

Palm Beach County, under Florida Statue Chapter 252, is responsible for safeguarding it's citizens during emergencies, which includes establishing safe public transitional space once emergency shelters are closed down, and shelter those that cannot return to their homes due to damage caused by the emergency. The County has requested use of the Greenacres Community Center as a new Host Shelter location site, and with City ownership of the facility, City Council approval is required to effectuate the terms of the Contract.

ANALYSIS

The terms of the contract were negotiated from a ten-year term, to a one (1) year term with automatic one (1) year renewals, unless a party provides the other with written notice of non-renewal, within 180 days prior to the end of the existing term.

The provisions outlined in the contract allows for the County's exclusive use of the Center 24 hours a day; seven (7) days a week; for a period determined by the County for Host Shelter use. The City staff understands and agrees that due to the emergency event, the City may receive very little advance notice for use.

The County will provide all additional required emergency power, equipment, staffing, logistical support, and food to oversee and manage the facility. The County will provide the City with daily/weekly/monthly (as applicable) reports to identify the length of time required for use, and the facility shall be left in the same condition found prior to use.

FINANCIAL INFORMATION

During the County's use of the facility, the county shall be responsible for the restoration and repair of any and all damage caused by use to the premises, including furnishings, fixtures, equipment and other improvements. The County will reimburse the City out-of-pocket expenses for electricity, water, utilities, supplies, and for any custodial or personnel services that would not have been incurred except for County's use. The City also has the ability to charge the County a per day fee (yet to be determined), if applicable and deemed necessary.

LEGAL

City Attorney has reviewed the item and all supporting documents for legal sufficiency and compliance.

STAFF RECOMMENDATION

Approval of Resolution No. 2023-01 authorizing the approval and execution of a PBC Host Shelter Contract for temporary, emergency use of the Greenacres Community Center.

RESOLUTION NO. 2023-01

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE HOST SHELTER CONTRACT WITH PALM BEACH COUNTY FOR THE USE OF THE GREENACRES COMMUNITY CENTER DURING EMERGENCIES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT AND COORDINATE FACILITY USAGE; PROVIDING FOR TRANSMITTAL AND AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, under Florida Statutes, Chapter 252, is responsible for safeguarding the lives of its citizens during emergencies, which includes establishing a safe public transitional space, once emergency shelters are closed down, to shelter those that cannot return to their homes due to the damage caused by the emergency event;

WHEREAS, Palm Beach County has reviewed available properties in desired locations to serve as Host Shelters and due to the lack of willing owners or available properties in desired locations, Palm Beach County has determined that the Greenacres Community Center is the most desirable location for a Host Shelter;

WHEREAS, the City of Greenacres is willing to accommodate Palm Beach County's requests on a temporary and emergency basis as a Host Shelter, with very limited notice, and especially when the request does not create a hardship on scheduled city programs, events, activities, and functions;

WHEREAS, the City has the authority to permit use of the Greenacres Community Center for a Host Shelter consistent with the terms and conditions set forth in the Host Shelter Contract attached hereto as **Exhibit "A"** and incorporated herein; and,

WHEREAS, the City finds entering the Host Shelter Contract with Palm Beach County 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 of the City of Greenacres hereby approves the Host Shelter Contract with Palm Beach County and authorizes the appropriate City Officials to execute the Host Shelter Contract with Palm Beach County, which is attached hereto as Exhibit “A”, and to coordinate facility usage when requested by Palm Beach County.

SECTION 2. The City Clerk is hereby directed to transmit two (2) originals of the Host Shelter Contract to Palm Beach County.

SECTION 3. This Resolution shall become effective on January 9, 2023.

RESOLVED AND ADOPTED this 9th day of January 2023

Joel Flores, 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, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

HOST SHELTER CONTRACT

This HOST SHELTER CONTRACT (the “Contract”) is made as of the 9th day of January 2023, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY”, and City of Greenacres, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the “OWNER”.

RECITALS

WHEREAS, the COUNTY, under Florida Statutes Chapter 252, is responsible for safeguarding the lives of its citizens during emergencies, which includes establishing safe public transitional space, once emergency shelters are closed down, to shelter those that cannot return to their homes due to the damage caused by the emergency event (a “Host Shelter”); and

WHEREAS, OWNER owns or has the authority to permit use of the property as described and set forth in Exhibit “A” (the “Premises”), which is attached hereto and incorporated herein; and

WHEREAS, the COUNTY desires to use, and the OWNER agrees to permit the use of, the Premises as a Host Shelter in accordance with this Contract; and

WHEREAS, the COUNTY has reviewed available properties in desired locations to serve as Host Shelters and due to lack of willing owners or available properties in desired locations, the COUNTY has determined to enter into this sole source agreement with OWNER for the Premises.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by both parties, the COUNTY and the OWNER agree as follows:

ARTICLE 1 - GENERAL USE PROVISIONS

1.01 Recitals

The parties affirm and incorporate the recitals set forth above.

1.02 Use of Premises

OWNER grants to COUNTY the exclusive use and possession of the Premises, as described in Exhibit “A”, upon COUNTY determining, in its sole discretion, that there is a need to provide a Host Shelter for those that cannot return to their homes due to the damage caused by an emergency event. The COUNTY’s use of the Premises will be 24 hours per day, seven days per week through the period the COUNTY determines the Host Shelter must be utilized. The parties understand and agree that the emergency event, and COUNTY’s use of the Premises, may occur with little advance warning, or notice.

Each time COUNTY uses the Premises, it must work with OWNER and document the terms and conditions of each use by completing the documentation set forth in Exhibit “A”, which terms are attached hereto and incorporated herein. The Facilities, Development & Operations Department Director, or designee, shall be the COUNTY’s representative in completing and executing the documentation set forth in Exhibit “A” for each use of the Premises.

1.03 Responsibilities of County

When the COUNTY determines that there is a need to provide a Host Shelter, the COUNTY shall notify the OWNER of COUNTY’s activation of this Contract and COUNTY’s right to exclusive use and possession of the Premises; and the following rights and responsibilities shall apply:

1.03.1 The COUNTY shall make reasonable efforts to notify OWNER sufficiently in advance of the need to use the Premises.

1.03.2 Prior to COUNTY’s use and possession, and upon surrender of the Premises, COUNTY shall inspect and document the condition of the Premises.

1.03.3 The COUNTY shall provide staff and logistical support to oversee and manage the use of the Premises.

1.03.4 During COUNTY’s use and possession of the Premises, the COUNTY shall be responsible for operations, including COUNTY staff and volunteers; and the COUNTY shall be responsible for oversight of care for evacuees and for the care and custody of all emergency supplies and equipment. The COUNTY shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect the OWNER’s interest in the Premises. The COUNTY shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

1.03.5 During COUNTY’s use and possession of the Premises, the COUNTY shall be responsible for the restoration and repair of any and all damage caused to the Premises, including its furnishings, fixtures, equipment and other improvements located thereon and shall return the Premises to the same condition found prior to its use.

1.03.6

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless OWNER against any actions, claims or damages arising out of or resulting from the negligence of the COUNTY, its employees and agents, except for any damages arising out of or resulting from the negligent or intentional acts of OWNER, its employees or agents which OWNER shall be responsible to repair at its own sole cost and expense, and OWNER shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of or resulting from the negligence of the OWNER, its employees and agents, except for any damages arising out of or resulting from the negligent or intentional acts of COUNTY, its employees or

agents which COUNTY shall be responsible for at its sole cost and expense.. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions."

1.03.7 The COUNTY shall be responsible for seeking reimbursement from FEMA, or other applicable State or federal agency for all emergency use related restoration costs and emergency sheltering expenses incurred as a result of COUNTY's use and possession of the Premises. Notwithstanding the aforesaid, COUNTY shall promptly restore the Premises and reimburse OWNER as required of the COUNTY under this Contract regardless of FEMA's or other State or Federal agency reimbursement(s) determination.

1.03.8 The COUNTY shall provide the OWNER with a daily/weekly/monthly (as applicable) report which will identify the length of time required before the COUNTY expects to return use and possession of the Premises to OWNER.

1.03.9 During COUNTY's use and possession of the Premises, COUNTY may obtain and install all necessary equipment and emergency power required to effectively respond to the situation presented, and to power the Premises, at COUNTY's risk and expense.

1.04 Responsibilities of Owner

Upon the COUNTY providing notice to use the Premises, the OWNER shall make reasonable efforts to assure that the Premises are reasonably free of obstructions and available to COUNTY within eight (8) hours of the COUNTY's notice. Upon COUNTY's use and possession of the Premises, OWNER shall provide COUNTY with a contact name, phone number and email address of a person who shall be available to COUNTY at all times to act as the OWNER's point of contact ("Premises Coordinator") with the COUNTY during COUNTY's use and possession of the Premises.

1.05 Representatives

The COUNTY'S representative/liaison during the performance of this Contract shall be Director, Emergency Management Division, telephone no. (561) 712-6400, fax: (561) 712-6464, or his/her designee.

The OWNER'S representative/liaison during the performance of this Contract shall be Michele Thompson, Director of Community & Recreation Services; telephone no. Office: 561-642-2180 or Cell: 561-657-0265; email: mthompson@greenacresfl.gov.

ARTICLE 2 - TERM

The term of this Contract shall commence on the date it is fully executed by both parties ("Commencement Date"). This Contract shall expire one (1) year from the Commencement Date. The term will automatically renew for additional one (1) year terms unless a party provides written notice of non-renewal to the other party at least 180 days prior to the end of the existing term.

Revised 9/23/22

Notwithstanding the foregoing, this Contract may be earlier terminated as stated herein.

ARTICLE 3 - PAYMENTS TO OWNER

Payments shall be made to the OWNER in accordance with Exhibit “A”.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the OWNER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the OWNER's most favored customer for the same or substantially similar service.

ARTICLE 5 – TERMINATION FOR CAUSE/CONVENIENCE

This Contract may be terminated by the OWNER upon thirty (30) days’ prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the OWNER. This Contract may also be terminated by the COUNTY without cause upon thirty (30) days’ prior written notice to the OWNER. The OWNER shall be paid for services rendered through the date of termination Either party may terminate this Contract upon ten (10) days’ prior written notice to the other party if funding is not available as provided in Article 8 (below).

ARTICLE 6 - PERSONNEL

The OWNER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the OWNER. The OWNER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the OWNER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The OWNER shall be responsible for payment of its employees’ payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

Either party’s performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the party’s governing boards.

ARTICLE 9 - INSURANCE

COUNTY is a political subdivision of the State of Florida subject to the limitations of Section 768.28, Florida Statutes (“Statute”), as may be amended. Without waiving the right to sovereign immunity as provided by Statute, the COUNTY represents that it is self-insured for liabilities subject to the limitations of the Statute, as may be amended. COUNTY shall maintain a fiscally prudent liability program with regard to its obligations under this Contract. COUNTY shall provide to OWNER certification of self-insurance upon execution of this Contract and within fifteen (15) days of a written request throughout out the term of this Contract.

In the event that COUNTY maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, the COUNTY shall maintain said insurance policy at limits not less than \$500,000 each occurrence. COUNTY shall also maintain or be self-insured for Worker’s Compensation & Employer’s Liability insurance in accordance with Chapter 440 Florida Statutes.

ARTICLE 10 – INDEMNIFICATION INTENTIONALLY DELETED

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the OWNER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the OWNER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. 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, 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or OWNER.

ARTICLE 13 - CONFLICT OF INTEREST

The OWNER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County

Code of Ethics. The OWNER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The OWNER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the OWNER's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the OWNER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the OWNER. The COUNTY agrees to notify the OWNER of its opinion by certified mail within thirty (30) days of receipt of notification by the OWNER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the OWNER, the COUNTY shall so state in the notification and the OWNER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the OWNER under the terms of this Contract.

ARTICLE 14 - ARREARS

The OWNER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The OWNER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

Each party is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the other party. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the sole direction, supervision, and control of the party for which they are performing work or services. Each party shall exercise control over the means and manner in which it and its employees perform the work, and in all respects each party's relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other party.

Neither party has the power or authority to bind the other party in any promise, contract or representation.

ARTICLE 16 - CONTINGENT FEES

The OWNER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the OWNER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the OWNER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 17 - ACCESS AND AUDITS

The parties shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract or such other time as may be required by Florida's public records laws. The parties shall have access to the other party's books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the party's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the OWNER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 18 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the OWNER warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the OWNER represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the OWNER shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the OWNER retaliate against any person for reporting instances of such discrimination. The OWNER shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The OWNER understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OWNER shall include this language in its subcontracts.

ARTICLE 19 - AUTHORITY TO PRACTICE

The parties hereby represent and warrant that they have and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the other party upon request.

ARTICLE 20 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the parties certify that they and their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 22 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 34111

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the OWNER, notices shall be addressed to:

City of Greenacres
Andrea McCue, City Manager
5800 Melaleuca Lane
Greenacres, FL 33463

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the OWNER agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 - REGULATIONS; LICENSING REQUIREMENTS

The parties shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The parties are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 25 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the parties certify that they and their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if either party is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the other party.

ARTICLE 26 - PUBLIC RECORDS

Both parties are subject to Florida's Public Records Law and shall abide by the same during the term of this Contract.

ARTICLE 27 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The parties may execute the Contract through electronic or manual means.

ARTICLE 28 - INCORPORATION OF FEDERAL PROVISIONS AND CERTIFICATIONS, AND ORDER OF PRIORITY IF CONFLICTING PROVISIONS EXIST

The provisions and certifications set forth in Exhibit "B", "B-1" and "B-2" attached hereto are incorporated into this Contract and OWNER agrees to comply with such provisions and certifications at all times during the performance of this Contract where applicable. To the extent of a conflict between the provisions and certifications set forth in Exhibit "B", "B-1" and "B-2" and the provisions set forth herein and Exhibit "A", the provisions of Exhibit "B", "B-1" and "B-2" shall control. To the extent of a conflict between the provisions and certifications set forth in Exhibit "A" and the provisions set forth herein, the provisions set forth herein shall control.

ARTICLE 29 – E-VERIFY – EMPLOYMENT ELIGIBILITY

The parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended.

ARTICLE 30 - WAIVER OF JURY TRIAL

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH OR ARISING FROM THIS CONTRACT.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and OWNER has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: _____
**Verdenia Baker
County Administrator**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By _____
Department Director

ATTEST:

Quintella Moorer, CMC, City Clerk

OWNER:

**CITY OF GREENACRES, a municipal
corporation existing under the laws of the
State of Florida**

**APPROVED AS TO LEGAL
SUFFICIENTCY**

Joel Flores, Mayor

Signature

Name (type or print)

(seal)

[http://pbcgov.org/FDO/Common/PREM/Agreements/Host Shelter. City of Greenacres. hf app 11-14-22.docx](http://pbcgov.org/FDO/Common/PREM/Agreements/Host%20Shelter.%20City%20of%20Greenacres.%20hf%20app%2011-14-22.docx)

EXHIBIT "A"

Premises/Host Shelter Use
Opening/Closing Form

1. Premises Owner:

Name: _____
Address: _____

2. Premises to be Used:

Name: _____
Address: _____
Premises Coordinator (name): _____
Premises Co. (phone #/email): _____

3. **Condition of Facility.** Pursuant to the Host Shelter Contract, the Premises Coordinator and County will jointly conduct a review of the Premises and notate and sign-off on its condition below, before it is turned over to the County. The parties will record any existing damage or other conditions of note below. The Premises Coordinator will identify and secure all equipment in the Premises that the County should not use.

4. **Food Services.** County shall either provide food services or, upon request by the County, and if such resources are available, the Owner will provide the food service resources of the Premises including food, supplies, equipment and food service workers, available to feed the shelter occupants. If the Owner provides the food services, the services and the price for such services shall be noted below and the Premises Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the County. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and County will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Premises is turned over to the County. When the County vacates the Premises, the County and Premises Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the County's activities at the Premises.

5. **Custodial Services.** The County will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Premises. The Premises Coordinator will designate a facility Custodian to coordinate these services at the direction of and in cooperation with the County.

6. **Security/Safety.** The County, in its sole discretion, will coordinate with law enforcement regarding any security and safety issues, if needed, at the Premises.

7. **Signage and Publicity.** The County may post signs identifying the Premises as a site of County host shelter operations in locations approved by the Premises Coordinator. The County will remove such signs when the County concludes its activities at the Premises. The Owner will not issue press releases or other publicity concerning the County's activities at the Premises without the written consent of the County. The Owner will refer all media questions about the County's activities to the County.

- 8. **Vacating Premises.** The County will notify the Owner or Premises Coordinator of the date when the County will vacate the Premises. Before the County vacates the Premises, the County and Premises Coordinator will jointly conduct a post-occupancy inspection and notate and sign-off below on the condition of and/or any damage to the Premises.

- 9. **Fee.** The Fee for the use of the Premises is as follows: _____ per day/week/month (circle one).

- 10. **Reimbursement.** County shall reimburse Owner for the following expenses during its use of the Premises:
 - a. The COUNTY shall be responsible for the restoration and repair of any and all damage caused to the Premises, including its furnishings, fixtures, equipment and other improvements located thereon and shall return the Premises to the same condition found prior to its use, except for any damages arising out of or resulting from the negligent or intentional acts of OWNER, its employees or agents which OWNER shall be responsible to repair at its own sole cost and expense.

 - b. Reasonable costs associated with custodial, if any, food service personnel, other additional staff personnel and supplies which would not have been incurred but for the County's use of the Premises. The County will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

 - c. Reasonable, actual, out-of-pocket costs for utilities (water, electricity, waste disposal, etc.), to the extent that such costs would not have been incurred but for the County's use of the Premises.

 - d. The Owner will submit any request for reimbursement to the County within 30 days after the occupancy of the County ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

Opening Premises:

1. Condition of Premises prior to Use (notate any/all defects or concerns with condition of Premises):

2. Food Services (list type and cost of food services to be provided, including staffing requirements):

3. Custodial Services (list type and cost of custodial services to be provided):

4. Utilities (water, electricity, waste disposal, etc. - list type and cost of utilities to be provided):

5. Other (list any other type of services and cost to be provided):

Premises Opening:

Premises Coordinator

County Representative

Signature

Print Name/Title

Date

Closing Premises:

1. Condition of Premises after Use (notate any/all defects or concerns with condition of Premises):

2. Other (notate any/all issues, costs or concerns with operational matters, including food services, custodial services, utilities, etc.):

Premises Closing:

Premises Coordinator

County Representative

Signature

Print Name/Title

Date

EXHIBIT “B”

FEDERAL PROVISIONS AND CERTIFICATIONS

Definitions: FDEM = State of Florida Department of Emergency Management
County = Palm Beach County, a political subdivision of the State of Florida
FEMA = Federal Emergency Management Agency, an Agency of the United States
Department of Homeland Security,
DHS = Department of Homeland Security

FEMA PUBLIC ASSISTANCE NON-CONSTRUCTION CONTRACT CLAUSES

1. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a

collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DHS, FEMA, FDEM or County, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. Clean Air Act, Clean Water Act (for contracts exceeding \$150,000).

A. Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and the FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the FDEM and County and understands and agrees that the FDEM and County will, in turn, report each violation as required to assure notification to the FDEM, County, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Suspension and Debarment (Certification required).

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed Bid or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 44 CFR Part 18 (as amended) (Certification required).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A completed certificate (attached hereto and titled Byrd Anti-Lobbying) is required in Contractor's sealed Bid or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means the People's Republic of China.

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from

a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. Department of the Treasury to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; *and*
- ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Access to Records.

The contractor agrees to provide County, FDEM, the FEMA Administrator, DHS, the Comptroller General of the United States, or any of their authorized representative's, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. Use of DHS Seal or Logo Prohibited.

The Contractor shall not use the DHS or FEMA or County seals, logos, crests, or reproductions of flags or likenesses of any DHS agency officials or County officials without specific FEMA and County preapproval.

11. FEMA Financial Assistance; Compliance with All Applicable Laws.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Contractor agrees to comply with any and all applicable laws, rules and regulations of DHS, FEMA, County and the State, and/or the Federal government and in particular, such laws, rules, regulations and Executive Orders applicable to the receipt of Federal funding, which includes the DHS Standard Terms and Condition for grants and SF 424B and D which contain references to many cross-cutting Federal laws and regulations that may apply to a FEMA award. FEMA's grant award to County or FDEM, as may be applicable, for this disaster project, will contain all relevant federal laws, rules and regulations and is hereby incorporated herein by reference. In the event work is subcontracted, the Contractor agrees to include the requirements of this paragraph in all subcontracts made to perform this contract.

12. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, State, Contractor, or any other party pertaining to any matter resulting from the Contract.

13. Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. Chapter 38).

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

15. License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

16. Records Retention.

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of final payment or the date of termination or expiration of this contract, whichever is longer; except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same until the County, FDEM, FEMA, DHS, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

17. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations.

- A. General. The FDEM and County are using Public Assistance grant funding awarded by FEMA to the State/FDEM and/or Palm Beach County to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA requires County and the FDEM/State of Florida to provide various financial and performance reporting.
- (1) It is important that the contractor is aware of these reporting requirements, as the FDEM and County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to FDEM, DHS and other entities.
 - (2) Contractor shall comply with all such reporting requirements as necessary to satisfy and comply with FDEM and FEMA award requirements. Failure to do so is a material breach of this Contract.

(3) Failure of FDEM and County to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

B. Applicable Reporting Regulations and Policy. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, State and local statutes, regulations, requirements, policies, and other sources setting forth various reporting requirements, including County policies and procedures, and FEMA program policies including, but not limited to, Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, comparison of accomplishments to milestone objectives, and the reasons for delay or failed milestones.

C. Financial Reporting. The FDEM is required to submit to the following financial reports to FEMA:

(1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project.

(2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

(3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

D. Performance Reporting. The FDEM and/or County is required to submit the following financial reports to FEMA:

(1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project for the applicable disaster declaration.

(2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

(3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

18. Third Party Claims.

INTENTIONALLY DELETED.

EXHIBIT "B-1"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT

The Vendor certifies that:

(a) This Contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, the Vendor is required to verify that none of the Vendor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) The Vendor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Vendor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) The Vendor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Vendor of this Certification completed by its suppliers, subcontractors and subconsultants.

VENDOR NAME: _____

ADDRESS: _____

VENDOR'S AUTHORIZED OFFICIAL:

Name and Title	Signature	Date

EXHIBIT “B-2”

CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date



ITEM SUMMARY

MEETING DATE: January 9, 2023
FROM: Andrea McCue, City Manager, Administration
SUBJECT: Resolution 2023-02 – Tower Amendment to Lease Agreement and Memorandum of Agreement

BACKGROUND

SBA Steel II, LLC leases space from the City for its Cell Tower. The City also grants them an easement for access and for utilities.

ANALYSIS

The tenant on the tower wished to install fiber optics lines running from Purdy Lane South to the tower site. They proposed two options to the City which were reviewed by the City Attorney and a recommendation was made on which the City would prefer. A survey was completed and an amendment to the lease is needed.

FINANCIAL INFORMATION

N/A

LEGAL

The City Attorney has reviewed the Resolution and Amended Agreement for legal sufficiency and compliance.

STAFF RECOMMENDATION

Staff is recommending approval of Resolution 2023-02.

RESOLUTION NO. 2023-02

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AN AMENDMENT TO THE TOWER LEASE AGREEMENT AND MEMORANDUM OF AGREEMENT WITH SBA STEEL II, LLC, AND AUTHORIZING EXECUTION OF THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Sprint Spectrum L.P., entered into a Lease Agreement and Memorandum of Agreement dated August 2, 2004, for Sprint Spectrum's use of a portion of the City's real property located at 2390 Purdy Lane, Greenacres, Florida 33463, for a cellular tower ("Lease"); and

WHEREAS, Sprint Spectrum L.P. assigned the Lease through various entities with the current tenant being SBA Steel II, LLC ("Tenant"); and

WHEREAS, the Tenant has requested an easement from the City to run fiber optics to the cell tower from Purdy Lane South; and,

WHEREAS, the City reviewed the proposed easement and is agreeable to the same; and

WHEREAS, the City and Tenant desire to amend the Lease as provided in **Exhibit "A"**, attached hereto and incorporated herein; and,

WHEREAS, the City Council of the City of Greenacres finds amending the Lease as set forth herein serves a valid public purpose.

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

SECTION 1. The foregoing recitals are incorporated into this Resolution as true and correct statements.

SECTION 2. The City Council of the City of Greenacres hereby approves the amendment to the Tower Lease Agreement and Memorandum of Agreement, which is attached

hereto as **Exhibit “A”**, and authorizes the proper execution of the same.

SECTION 3. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED this __ day of January 2023

Joel Flores, 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, Council Member, District IV

Voted:
Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

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PARENT PARCEL
(OFFICIAL RECORD BOOK 4464, PAGE 1167)

RECREATION TRACT 1 AS DEPICTED ON PLAT OF CHARTER CLUB OF PALM BEACH, RECORDED IN PLAT BOOK 114 - 118 IN THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA.

SPRINT LEASE PARCEL
(OFFICIAL RECORD BOOK 18022, PAGE 1085)

A PARCEL OF LAND LYING IN RECREATION TRACT 1, THE CHARTER CLUB OF PALM BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID RECREATION TRACT 1; THENCE PROCEED S 01°50'20" W ALONG THE EAST LINE OF SAID RECREATION TRACT 1, 484.24 FEET; THENCE N 88°51'50" W, 150.53 FEET TO THE POINT OF BEGINNING; THENCE S 01°08'10" W 30.00 FEET; THENCE N 88°51'50" W, 10.00 FEET; THENCE N 01°08'10" E 30.00 FEET; THENCE S 88°51'50" E, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300.0 SQUARE FEET OR 0.0089 ACRES MORE OR LESS.

METROPCS LEASE PARCEL
(PROVIDED BY THE CLIENT)

A PARCEL OF LAND LYING IN RECREATION TRACT 1, THE CHARTER CLUB OF PALM BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID RECREATION TRACT 1; THENCE PROCEED S 01°50'20" W ALONG THE EAST LINE OF SAID RECREATION TRACT 1, 484.24 FEET; THENCE N 88°51'50" W, 150.53 FEET; THENCE S 01°08'10" W, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 01°08'10" W, 20.00 FEET; THENCE N 88°51'50" W, 10.00 FEET; THENCE N 01°08'10" E, 20.00 FEET; THENCE S 88°51'50" E, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200.0 SQUARE FEET OR 0.0046 ACRES MORE OR LESS.

ACCESS EASEMENT
(OFFICIAL RECORD BOOK 18022, PAGE 1085)

A 10 FOOT WIDE PARCEL OF LAND LYING IN RECREATION TRACT 1, THE CHARTER CLUB OF PALM BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID RECREATION TRACT 1; PROCEED S 80°30'47" W, 43.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PURDY LANE AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 10 FOOT WIDE ACCESS EASEMENT, LYING 5.00 FEET ON EACH SIDE OF SAID CENTERLINE; THENCE S 01°39'52" W, 208.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 46.50 FEET, CENTRAL ANGLE OF 45°11'48"; THENCE 36.68 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 19.49 FEET, AND A CENTRAL ANGLE OF 66°52'21"; THENCE 22.75 FEET

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ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 46.50, AND A CENTRAL ANGLE OF 66°09'24"; THENCE 53.69 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 46.50 FEET, AND A CENTRAL ANGLE OF 45°00'00"; THENCE 36.52 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE S 01°09'10" W, 58.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS 12.50 FEET, A CENTRAL ANGLE OF 89°59'00"; THENCE 19.63 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE N 88°51'50" W, 54.23 FEET; THENCE S 35°22'28" W, 12.80 FEET; THENCE S 01°08'10" W, 44.37 FEET; THENCE N 88°51'50" W, 10.00 FEET; THENCE S 01°08'10" W, 55.00 FEET TO THE POINT OF TERMINATION.

NON-EXCLUSIVE UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF RECREATION TRACT 1, THE CHARTER CLUB OF PALM BEACH, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 48, PAGE 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SITUATED IN SECTION 15, TOWNSHIP 44 SOUTH, RANGE 42 EAST, SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF RECREATION TRACT 1, THE CHARTER CLUB OF PALM BEACH, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 48, PAGE 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°50'20" WEST ALONG THE EAST LINE OF SAID RECREATION TRACT 1 FOR 484.24 FEET; THENCE NORTH 88°51'50" WEST FOR 150.53 FEET TO THE NORTHEAST CORNER OF A 10 FOOT BY 30 FOOT SPRINT LEASE PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 18022, PAGE 1085 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 88°51'50" WEST ALONG THE NORTH LINE OF SAID SPRINT LEASE PARCEL FOR 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°51'50" WEST ALONG SAID NORTH LINE FOR 5.00 FEET TO THE NORTHWEST CORNER OF SAID SPRINT LEASE PARCEL; THENCE NORTH 01°08'10" EAST FOR 51.55 FEET; THENCE NORTH 35°22'28" EAST FOR 16.19 FEET; THENCE SOUTH 88°51'50" EAST FOR 56.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 7.50 FEET, A CENTRAL ANGLE OF 89°59'00", AND A CHORD OF 10.61 FEET THAT BEARS NORTH 46°08'40" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 11.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°09'10" EAST FOR 58.74 FEET; THENCE NORTH 03°10'40" EAST FOR 334.77 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID RECREATION TRACT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PURDY LANE (80 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE NORTH 75°39'43" EAST ALONG SAID NORTHERLY LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 5.24 FEET; THENCE SOUTH 03°10'40" WEST FOR 336.17 FEET; THENCE SOUTH 01°09'10" WEST FOR 58.74 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 12.50 FEET, A CENTRAL ANGLE OF 89°59'00", AND A CHORD OF 17.68 FEET THAT BEARS SOUTH 46°08'40" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 19.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°51'50" WEST FOR 54.23 FEET; THENCE SOUTH 35°22'28" WEST FOR 12.00 FEET; THENCE SOUTH 01°08'10" WEST FOR 49.37 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,651 SQUARE FEET (0.061 ACRES), MORE OR LESS.

Resolution No. 2023-02 | Tower Amendment to Lease Agreement and Memorandum of Agreement

Page No. 6

Exhibit B

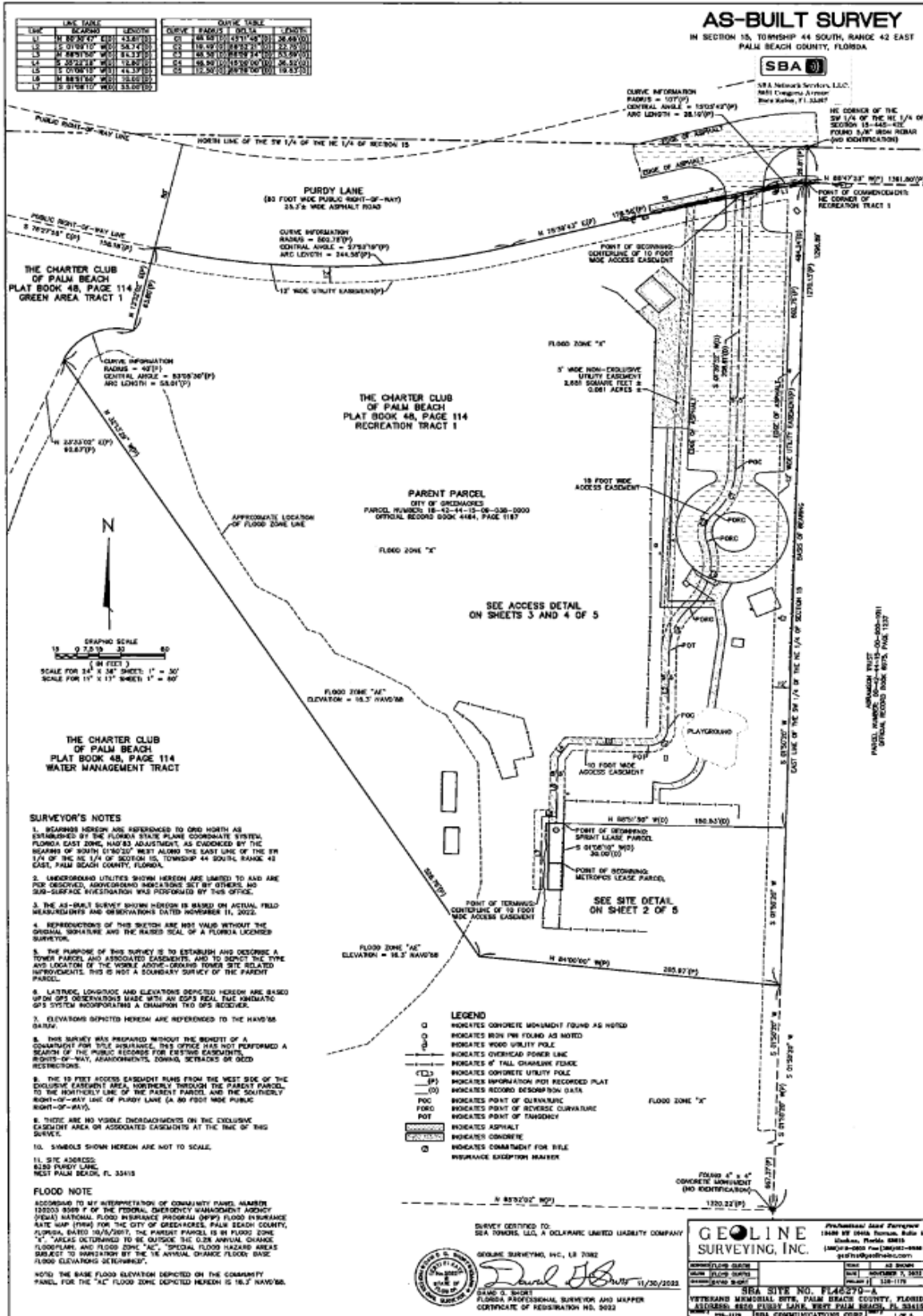
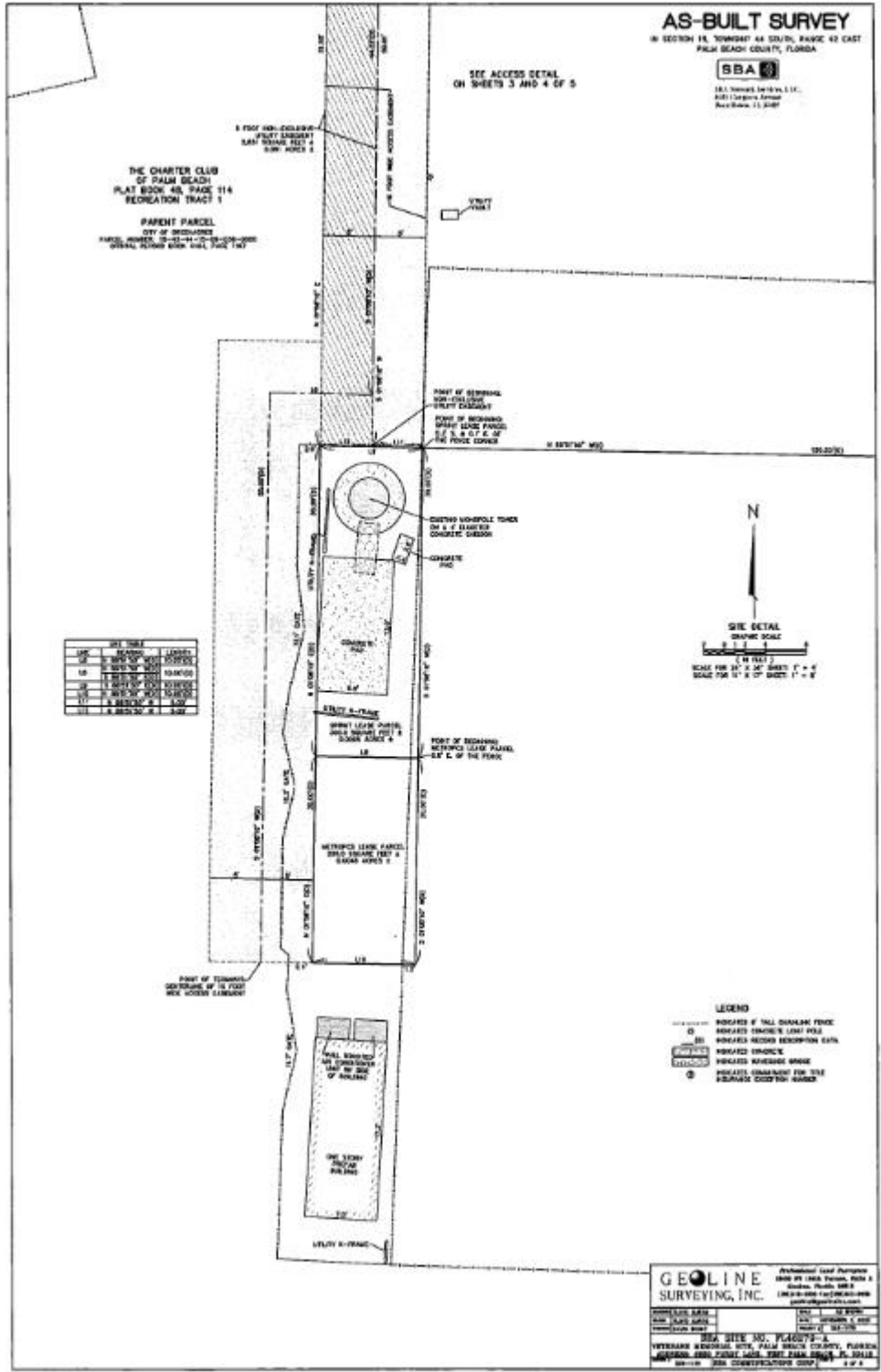


Exhibit B - Continued



Resolution No. 2023-02 | Tower Amendment to Lease Agreement and Memorandum of Agreement

Page No. 8

Exhibit B - Continued

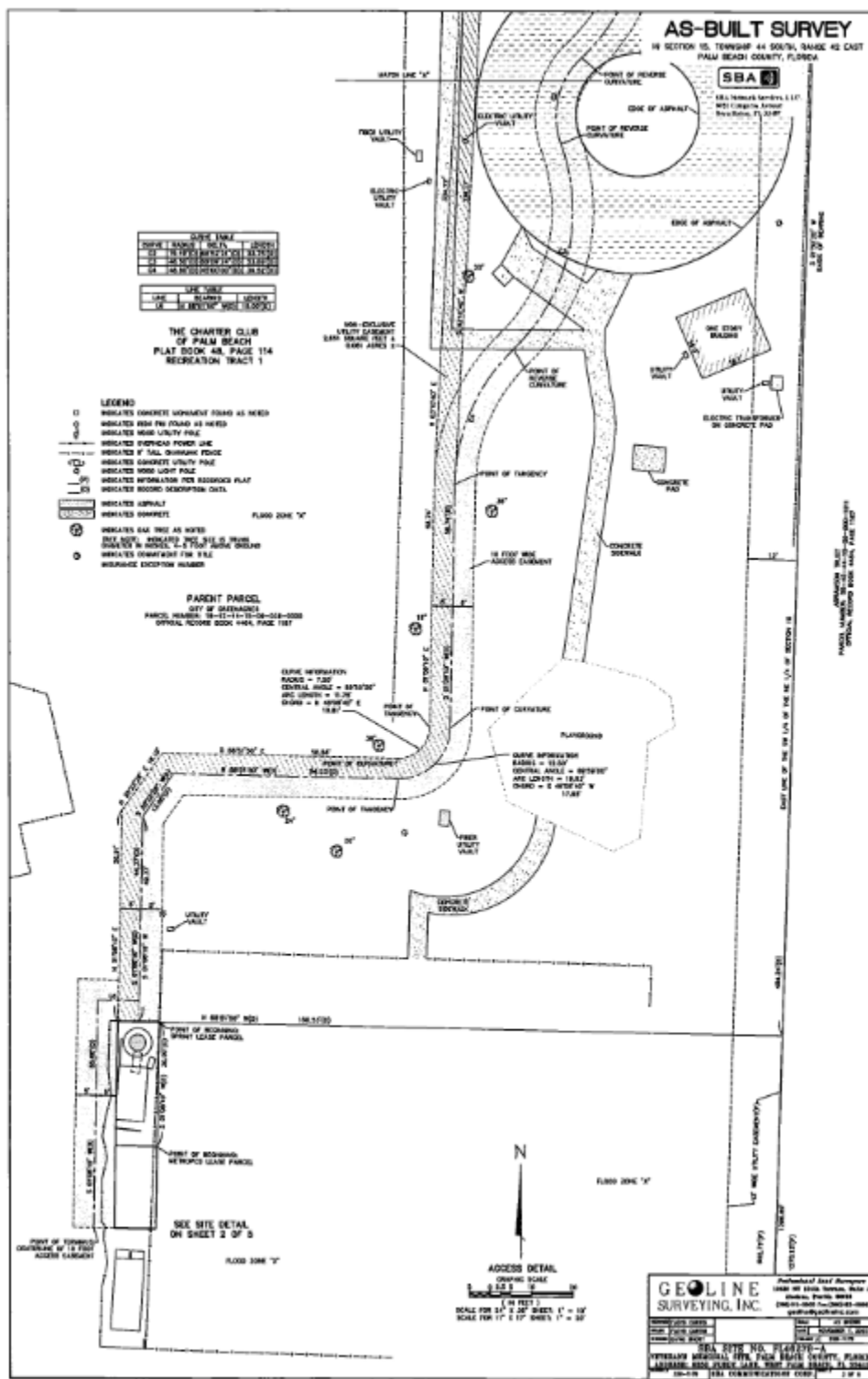
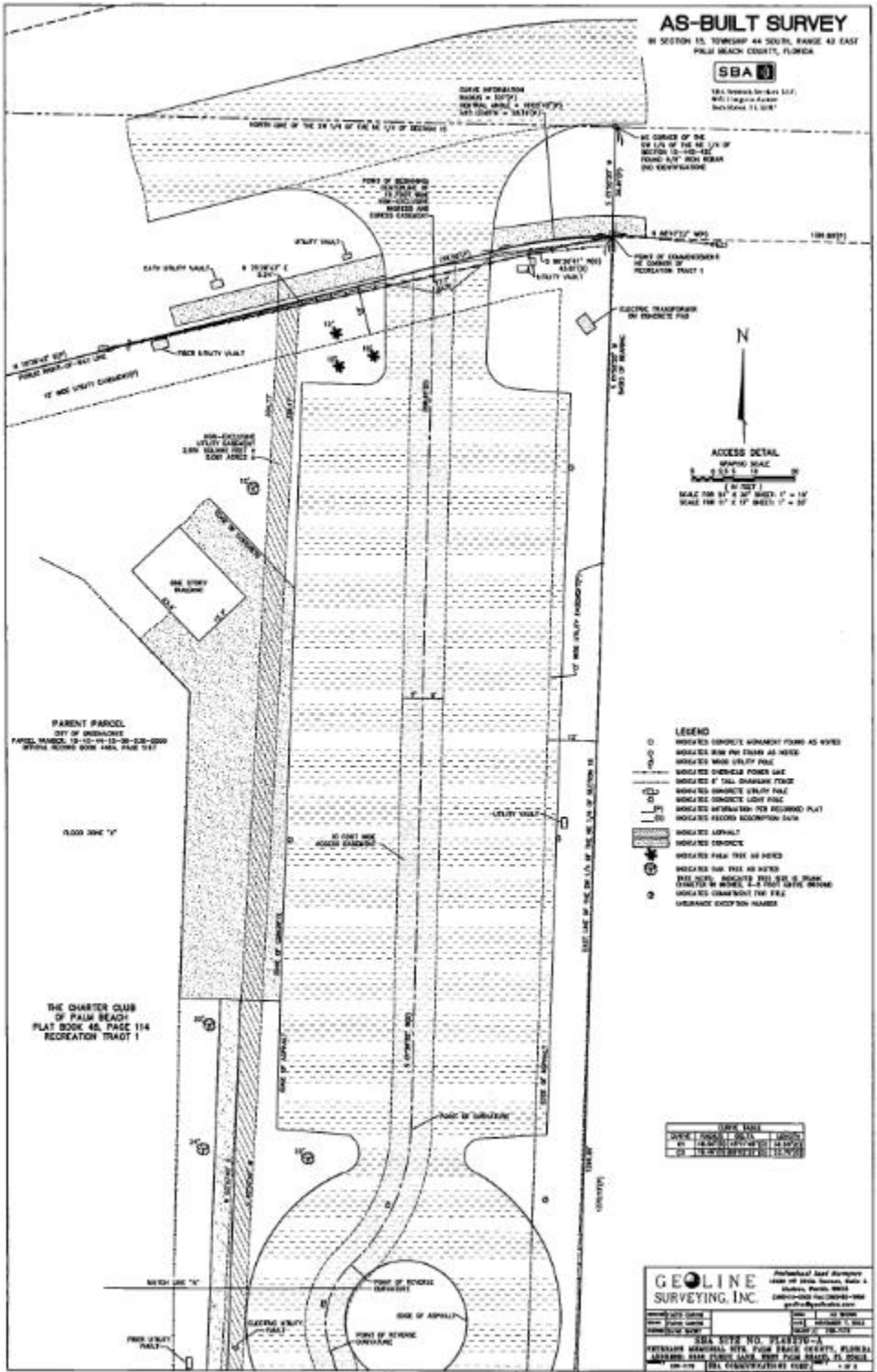


Exhibit B – Continued





ITEM SUMMARY

MEETING DATE: January 9, 2023
FROM: Monica Powery, Director, Purchasing
SUBJECT: Award of Bid No. 23-003 Fence Installation, Maintenance and Repair Services

BACKGROUND

The City of Greenacres, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op), desires to hire an experienced and qualified company to perform fencing installation and replacement, as well as provide maintenance and repair services of existing fencing. The bid was advertised by the City's Purchasing Department on November 13, 2022.

ANALYSIS

The proposals were opened on December 13, 2022 with two (2) bidders responding. The attached tabulation sheet summarizes the results received. City staff has evaluated the proposals and recommends award to both E. Gomez Construction and Martin Fence Co. for Area A and award to E. Gomez Construction for Areas B and C.

FINANCIAL INFORMATION

Funds are budgeted in the Public Works Department to provide for award.

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2023-03 authorizing execution of a one-year agreement with the option for three (3) additional one-year renewals for Bid No. 23-003 Fence Installation, Maintenance and Repair Services to both E. Gomez Construction and Martin Fence Co.

RESOLUTION NO. 2023-03

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR FENCE INSTALLATION, MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op), desires to hire an experienced and qualified company to perform fencing installation and replacement, as well as provide maintenance and repair services of existing fencing; and

WHEREAS, The Purchasing Department issued Invitation to Bid No. 23-003 (the "BID"); and

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

WHEREAS, the BID was advertised on the legal notices section of the Palm Beach Post on November 13, 2022, and a notice was also sent to three hundred forty-eight (348) prospective bidders via DemandStar; and

WHEREAS, on December 13, 2022 at 3:00 p.m. EST, the BID closed and the Purchasing Department (the "Department") received two (2) responses which were reviewed by the Department to ensure the responses met the BID requirements and the bidders were both responsive and responsible; and

WHEREAS, the Department recommends that the City Council approve award of the BID award to both E. Gomez Construction and Martin Fence Co. for Area A and award to E. Gomez Construction for Areas B and C 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 Fence Installation,

Resolution No. 2023-03 | Fence Installation, Maintenance and Repair Services
Page No. 2

Maintenance and Repair Services between the City of Greenacres and both E. Gomez Construction and Martin Fence Co.

SECTION 2. The City Council authorizes the appropriate City Officials to execute the Agreement.

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

RESOLVED AND ADOPTED this 9 of day of January 2023

Voted:

Joel Flores, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, District II

Voted:

Judith Dugo, Council Member, District III

Voted:

Susy Diaz, Council Member, District IV

Voted:

Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR AGREEMENT
Fence Installation, Maintenance and Repair Services

THIS CONTRACTOR AGREEMENT (“Agreement”) is made this 9 day of January 2023, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the “CITY”, and **Martin Fence Co.**, a corporation authorized to do business in the State of Florida, herein referred to as the “CONTRACTOR”.

RECITALS

WHEREAS, the CITY issued Invitation to Bid No. 23-003 for Fence Installation, Maintenance and Repair Services for the City (“BID” hereafter);

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the BID;

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

WHEREAS, the CONTRACTOR 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 BID to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, 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 date of execution by the CITY. In accordance with the BID, 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. Pricing may be adjusted upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work

2.1 CONTRACTOR agrees to Fence Installation, Maintenance and Repair Services for the CITY as set forth in the BID and CONTRACTOR’S proposal response dated December 13, 2022, which BID and CONTRACTOR’S proposal are incorporated herein by reference.

2.2 The CONTRACTOR 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 CONTRACTOR’S trade in general and that the CONTRACTOR’S services shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR 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 CONTRACTOR AND USE OF AGENTS OR ASSISTANTS

3.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor 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 CONTRACTOR'S sole direction, supervision and control. CONTRACTOR 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 CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

3.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR 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 CONTRACTOR.

3.3 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR 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 CONTRACTOR.

4. PROJECT MANAGEMENT

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

5. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR 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 CONTRACTOR 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 a purchase order as authority for the CONTRACTOR to proceed with its services. Authorization through an approved order is required prior to commencing any services. City shall not be responsible for payment for any services performed without prior authorization via a purchase order, including pre and post diagnostics.

6.2 Upon satisfactory completion of each cycle under an approved purchase order, CONTRACTOR shall invoice CITY at the address shown on the purchase order based on the pricing set forth in the CONTRACTOR'S proposal.

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as specified herein and on the purchase order 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. BILLING

8.1 The CONTRACTOR shall submit invoices upon 100% completion of scheduled work referencing the purchase order number. The invoices shall be signed by the CONTRACTOR'S representative.

8.2 The CONTRACTOR shall be paid within thirty (30) days receipt of approved invoice for services.

9. AUDIT BY CITY

9.1 The CONTRACTOR 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 CONTRACTOR'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 per performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the CONTRACTOR 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 CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR 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 CONTRACTOR'S risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such services related to the claimed default; or
- B. If after ten (10) days the CONTRACTOR 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 CONTRACTOR would be compensated only for services which have 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, CONTRACTOR 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 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 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.

CONTRACTOR 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 CONTRACTOR does not own automobiles, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

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

14.6 The CONTRACTOR'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 CONTRACTOR without the CITY incurring any liability to the CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

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

16.3 The CONTRACTOR'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 BID and CONTRACTOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the BID 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 CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR:
MARTIN FENCE CO.
ROBERT GREENE
862 13TH STREET
LAKE PARK, FL 33403

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 wither 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 CONTRACTOR 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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR 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 CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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 Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor 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 CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- 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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

33. 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.

34. EQUAL OPPORTUNITY EMPLOYMENT

34.1 CONTRACTOR 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.

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

CITY OF GREENACRES, FLORIDA

By: _____
Joel Flores, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public _____

Print Name: _____

My commission expires: _____

CONTRACTOR AGREEMENT
Fence Installation, Maintenance and Repair Services

THIS CONTRACTOR AGREEMENT (“Agreement”) is made this 9 day of January 2023, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the “CITY”, and **E. Gomez Construction**, a corporation authorized to do business in the State of Florida, herein referred to as the “CONTRACTOR”.

RECITALS

WHEREAS, the CITY issued Invitation to Bid No. 23-003 for Fence Installation, Maintenance and Repair Services for the City (“BID” hereafter);

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the BID;

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

WHEREAS, the CONTRACTOR 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 BID to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, 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 date of execution by the CITY. In accordance with the BID, 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. Pricing may be adjusted upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work

2.1 CONTRACTOR agrees to Fence Installation, Maintenance and Repair Services for the CITY as set forth in the BID and CONTRACTOR’S proposal response dated December 13, 2022, which BID and CONTRACTOR’S proposal are incorporated herein by reference.

2.2 The CONTRACTOR 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 CONTRACTOR’S trade in general and that the CONTRACTOR’S services shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR 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 CONTRACTOR AND USE OF AGENTS OR ASSISTANTS

3.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor 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 CONTRACTOR'S sole direction, supervision and control. CONTRACTOR 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 CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

3.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR 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 CONTRACTOR.

3.3 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR 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 CONTRACTOR.

4. PROJECT MANAGEMENT

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

5. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR 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 CONTRACTOR 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 a purchase order as authority for the CONTRACTOR to proceed with its services. Authorization through an approved order is required prior to commencing any services. City shall not be responsible for payment for any services performed without prior authorization via a purchase order, including pre and post diagnostics.

6.2 Upon satisfactory completion of each cycle under an approved purchase order, CONTRACTOR shall invoice CITY at the address shown on the purchase order based on the pricing set forth in the CONTRACTOR'S proposal.

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as specified herein and on the purchase order 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. BILLING

8.1 The CONTRACTOR shall submit invoices upon 100% completion of scheduled work referencing the purchase order number. The invoices shall be signed by the CONTRACTOR'S representative.

8.2 The CONTRACTOR shall be paid within thirty (30) days receipt of approved invoice for services.

9. AUDIT BY CITY

9.1 The CONTRACTOR 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 CONTRACTOR'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 per performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the CONTRACTOR 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 CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR 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 CONTRACTOR'S risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such services related to the claimed default; or
- B. If after ten (10) days the CONTRACTOR 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 CONTRACTOR would be compensated only for services which have 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, CONTRACTOR 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 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 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.

CONTRACTOR 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 CONTRACTOR does not own automobiles, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

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

14.6 The CONTRACTOR'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 CONTRACTOR without the CITY incurring any liability to the CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

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

16.3 The CONTRACTOR'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 BID and CONTRACTOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the BID 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 CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR’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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR:
E. GOMEZ CONSTRUCTION
ERICK GOMEZ
2109 W. 76TH STREET
HIALEAH, FL 33016

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

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 Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor 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 CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- 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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

33. 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.

34. EQUAL OPPORTUNITY EMPLOYMENT

34.1 CONTRACTOR 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.

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

CITY OF GREENACRES, FLORIDA

By: _____
Joel Flores, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public _____

Print Name: _____

My commission expires: _____

CITY OF GREENACRES TABULATION
AREA A (PALM BEACH COUNTY/NORTH BROWARD COUNTY)

Notice of Bid: November 13, 2022
Advertised in Palm Beach Post & on City Website: November 13, 2022

Department: Public Works
Opening Date: 12/13/2022
Opened By: Monica Powery
Witnessed By: Randi Whitcomb

Bid Number: 23-003
Description: Fence Installation, Maintenance and Repair Services

Vendor Name:	E. Gomez Construction	Martin Fence Co.
Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403
Phone:	(305) 603-8619	(561) 848-2688
Email:	egomez@egomezconstruction.com	mfence@martinfence.com

Item	Description	Height	Unit of Measure	Unit Cost	Unit Cost
Provide and Install New Fencing (Board on Board)					
1.1	Board on Board Fencing	6'	Per Linear Foot	\$ 40.00	\$ 60.00
Provide and Install New Fencing (Split Railing)					
2.1	Provide and Install New Fencing (Split Railing)	4'	Per Linear Foot	\$ 38.00	\$ 30.00
Provide and Install New Fencing (Galvanized and Vinyl Coated)					
3.1	Galvanized Fencing Chain Link Fabric with Top Rail	4'	Per Linear Foot	\$ 15.00	\$ 15.00
3.2		5'	Per Linear Foot	\$ 14.00	\$ 17.50
3.3		6'	Per Linear Foot	\$ 28.00	\$ 20.00
3.4		8'	Per Linear Foot	\$ 35.00	\$ 25.00
3.5		10'	Per Linear Foot	\$ 35.00	\$ 35.00
3.6	Galvanized Fencing Chain Link Fabric with Tension Wire without Top Rail	4'	Per Linear Foot	\$ 13.00	\$ 12.00
3.7		5'	Per Linear Foot	\$ 10.00	\$ 14.50
3.8		6'	Per Linear Foot	\$ 25.00	\$ 17.00
3.9		8'	Per Linear Foot	\$ 31.00	\$ 22.00
3.10		10'	Per Linear Foot	\$ 28.00	\$ 32.00
3.11	Galvanized Posts Corner Posts with Braces	4'	Each	\$ 200.00	\$ 260.00
3.12		5'	Each	\$ 140.00	\$ 300.00
3.13		6'	Each	\$ 500.00	\$ 475.00
3.14		8'	Each	\$ 600.00	\$ 630.00
3.15		10'	Each	\$ 500.00	\$ 790.00
3.16	Galvanized Posts Terminal Posts with Braces	4'	Each	\$ 200.00	\$ 240.00
3.17		5'	Each	\$ 140.00	\$ 280.00
3.18		6'	Each	\$ 350.00	\$ 400.00
3.19		8'	Each	\$ 360.00	\$ 540.00
3.20		10'	Each	\$ 360.00	\$ 670.00
3.21	Galvanized Posts Including Posts with Braces; Line Posts and Intermediate Post	4'	Each	\$ 180.00	\$ 200.00
3.22		5'	Each	\$ 90.00	\$ 225.00
3.23		6'	Each	\$ 300.00	\$ 250.00
3.24		8'	Each	\$ 400.00	\$ 300.00
3.25		10'	Each	\$ 350.00	\$ 350.00

Vendor Name:	E. Gomez Construction	Martin Fence Co.
Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403
Phone:	(305) 603-8619	(561) 848-2688
Email:	egomez@egomezconstruction.com	mfence@martinfence.com

Item	Description	Height	Unit of Measure	Unit Cost	Unit Cost
3.26	Galvanized Gates – Single Swing including Posts with Braces	4'	Per Linear Foot	\$ 80.00	\$ 100.00
3.27		5'	Per Linear Foot	\$ 60.00	\$ 110.00
3.28		6'	Per Linear Foot	\$ 160.00	\$ 125.00
3.29		8'	Per Linear Foot	\$ 180.00	\$ 175.00
3.30		10'	Per Linear Foot	\$ 180.00	\$ 200.00
3.31	Galvanized Gates – Single Roll including Posts, Braces & Wheels	4'	Per Linear Foot	\$ 180.00	\$ 125.00
3.32		5'	Per Linear Foot	\$ 100.00	\$ 135.00
3.33		6'	Per Linear Foot	\$ 190.00	\$ 150.00
3.34		8'	Per Linear Foot	\$ 220.00	\$ 200.00
3.35		10'	Per Linear Foot	\$ 180.00	\$ 250.00
3.36	Vinyl Coated Fencing with Vinyl Coated Top Rail	4'	Per Linear Foot	\$ 19.00	\$ 20.00
3.37		5'	Per Linear Foot	\$ 15.00	\$ 22.50
3.38		6'	Per Linear Foot	\$ 35.00	\$ 25.00
3.39		8'	Per Linear Foot	\$ 42.00	\$ 30.00
3.40		10'	Per Linear Foot	\$ 55.00	\$ 45.00
3.41	Vinyl Coated Posts Corner Post with Braces	4'	Each	\$ 300.00	\$ 280.00
3.42		5'	Each	\$ 150.00	\$ 325.00
3.43		6'	Each	\$ 600.00	\$ 550.00
3.44		8'	Each	\$ 600.00	\$ 735.00
3.45		10'	Each	\$ 300.00	\$ 920.00
3.46	Vinyl Coated Posts Terminal Posts with Braces	4'	Each	\$ 300.00	\$ 260.00
3.47		5'	Each	\$ 150.00	\$ 300.00
3.48		6'	Each	\$ 500.00	\$ 450.00
3.49		8'	Each	\$ 500.00	\$ 600.00
3.50		10'	Each	\$ 300.00	\$ 750.00
3.51	Vinyl Coated Gates – Single Swing including Posts with Braces	4'	Per Linear Foot	\$ 130.00	\$ 150.00
3.52		5'	Per Linear Foot	\$ 80.00	\$ 160.00
3.53		6'	Per Linear Foot	\$ 180.00	\$ 200.00
3.54		8'	Per Linear Foot	\$ 230.00	\$ 225.00
3.55		10'	Per Linear Foot	\$ 180.00	\$ 250.00
3.56	Vinyl Coated Gates – Single Roll including Posts, Braces & Wheels	4'	Per Linear Foot	\$ 160.00	\$ 150.00
3.57		5'	Per Linear Foot	\$ 90.00	\$ 175.00
3.58		6'	Per Linear Foot	\$ 200.00	\$ 200.00
3.59		8'	Per Linear Foot	\$ 240.00	\$ 225.00
3.60		10'	Per Linear Foot	\$ 170.00	\$ 250.00

Removal and Disposal of Existing Fence

4.1	Fence Height: 4'	Per Linear Foot	\$ 10.00	\$ 10.00
4.2	Fence Height: 5'	Per Linear Foot	\$ 5.00	\$ 10.00
4.3	Fence Height: 6'	Per Linear Foot	\$ 14.00	\$ 15.00
4.4	Fence Height: 8'	Per Linear Foot	\$ 18.00	\$ 20.00

Vendor Name:	E. Gomez Construction	Martin Fence Co.
Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403
Phone:	(305) 603-8619	(561) 848-2688
Email:	egomez@egomezconstruction.com	mfence@martinfence.com

Item	Description	Height	Unit of Measure	Unit Cost	Unit Cost
4.5	Fence Height: 10'		Per Linear Foot	\$ 16.00	\$ 25.00
Repairs to Existing Fence					
5.1	Labor per man hour for the repair of existing fences		Per Man Hour	\$ 40.00	\$ 140.00
5.2	Contractor's percent markup for materials required to repair existing fences. (Materials to be billed at net cost plus the percentage markup. Markup on sales tax is not permitted. A copy of the itemized materials invoice from the supplier must be included with all invoicing.)			10%	10%
Specialty Fencing Installation and Material (PVC, Wood, Wrought Iron and Aluminum)					
6.1	Labor per man hour for the installation of specialty fences materials		Per Man Hour	\$ 60.00	\$ 140.00
6.2	Contractor's percent markup for specialty fencing materials. (Materials to be billed at net cost plus the percentage markup. Markup on sales tax is not permitted. A copy of the itemized materials invoice from the supplier must be included with all invoicing.)			10%	10%
6.3	Contractor's percent markup for approved subcontracted services. (To be billed at net cost plus a percentage markup. Markup on sales tax is not permitted. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all invoicing.)			10%	10%
6.4	Contractor's percent markup for approved used of rental equipment. (To be billed at net cost plus a percentage markup. Markup on sales tax is not permitted. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all invoicing.)			10%	10%

CITY OF GREENACRES TABULATION

Note: All recommendations for award are unofficial until City Council approval

CITY OF GREENACRES TABULATION

AREA B (CENTRAL BROWARD COUNTY) AND AREA C (SOUTH BROWARD COUNTY/MIAMI-DADE COUNTY)

Notice of Bid: November 13, 2022
Advertised in Palm Beach Post & on City Website: November 13, 2022

Department: Public Works
Opening Date: 12/13/2022
Opened By: Monica Powery
Witnessed By: Randi Whitcomb

Bid Number: 23-003
Description: Fence Installation, Maintenance and Repair Services

Vendor Name:	E. Gomez Construction	Martin Fence Co.
Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403
Phone:	(305) 603-8619	(561) 848-2688
Email:	egomez@egomezconstruction.com	mfence@martinfence.com

Item	Description	Height	Unit of Measure	Unit Cost	Unit Cost
Provide and Install New Fencing (Board on Board)					
1.1	Board on Board Fencing	6'	Per Linear Foot	\$ 40.00	NO BID
Provide and Install New Fencing (Split Railing)					
2.1	Provide and Install New Fencing (Split Railing)	4'	Per Linear Foot	\$ 38.00	NO BID
Provide and Install New Fencing (Galvanized and Vinyl Coated)					
3.1	Galvanized Fencing Chain Link Fabric with Top Rail	4'	Per Linear Foot	\$ 15.00	NO BID
3.2		5'	Per Linear Foot	\$ 14.00	NO BID
3.3		6'	Per Linear Foot	\$ 28.00	NO BID
3.4		8'	Per Linear Foot	\$ 35.00	NO BID
3.5		10'	Per Linear Foot	\$ 35.00	NO BID
3.6	Galvanized Fencing Chain Link Fabric with Tension Wire without Top Rail	4'	Per Linear Foot	\$ 13.00	NO BID
3.7		5'	Per Linear Foot	\$ 10.00	NO BID
3.8		6'	Per Linear Foot	\$ 25.00	NO BID
3.9		8'	Per Linear Foot	\$ 31.00	NO BID
3.10		10'	Per Linear Foot	\$ 28.00	NO BID
3.11	Galvanized Posts Corner Posts with Braces	4'	Each	\$ 200.00	NO BID
3.12		5'	Each	\$ 140.00	NO BID
3.13		6'	Each	\$ 500.00	NO BID
3.14		8'	Each	\$ 600.00	NO BID
3.15		10'	Each	\$ 500.00	NO BID
3.16	Galvanized Posts Terminal Posts with Braces	4'	Each	\$ 200.00	NO BID
3.17		5'	Each	\$ 140.00	NO BID
3.18		6'	Each	\$ 350.00	NO BID
3.19		8'	Each	\$ 360.00	NO BID
3.20		10'	Each	\$ 360.00	NO BID
3.21	Galvanized Posts Including Posts with Braces; Line Posts and Intermediate Post	4'	Each	\$ 180.00	NO BID
3.22		5'	Each	\$ 90.00	NO BID
3.23		6'	Each	\$ 300.00	NO BID
3.24		8'	Each	\$ 400.00	NO BID
3.25		10'	Each	\$ 350.00	NO BID

Vendor Name:	E. Gomez Construction	Martin Fence Co.
Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403
Phone:	(305) 603-8619	(561) 848-2688
Email:	egomez@egomezconstruction.com	mfence@martinfence.com

Item	Description	Height	Unit of Measure	Unit Cost	Unit Cost
3.26	Galvanized Gates – Single Swing including Posts with Braces	4'	Per Linear Foot	\$ 80.00	NO BID
3.27		5'	Per Linear Foot	\$ 60.00	NO BID
3.28		6'	Per Linear Foot	\$ 160.00	NO BID
3.29		8'	Per Linear Foot	\$ 180.00	NO BID
3.30		10'	Per Linear Foot	\$ 180.00	NO BID
3.31	Galvanized Gates – Single Roll including Posts, Braces & Wheels	4'	Per Linear Foot	\$ 180.00	NO BID
3.32		5'	Per Linear Foot	\$ 100.00	NO BID
3.33		6'	Per Linear Foot	\$ 190.00	NO BID
3.34		8'	Per Linear Foot	\$ 220.00	NO BID
3.35		10'	Per Linear Foot	\$ 180.00	NO BID
3.36	Vinyl Coated Fencing with Vinyl Coated Top Rail	4'	Per Linear Foot	\$ 19.00	NO BID
3.37		5'	Per Linear Foot	\$ 15.00	NO BID
3.38		6'	Per Linear Foot	\$ 35.00	NO BID
3.39		8'	Per Linear Foot	\$ 42.00	NO BID
3.40		10'	Per Linear Foot	\$ 55.00	NO BID
3.41	Vinyl Coated Posts Corner Post with Braces	4'	Each	\$ 300.00	NO BID
3.42		5'	Each	\$ 150.00	NO BID
3.43		6'	Each	\$ 600.00	NO BID
3.44		8'	Each	\$ 600.00	NO BID
3.45		10'	Each	\$ 300.00	NO BID
3.46	Vinyl Coated Posts Terminal Posts with Braces	4'	Each	\$ 300.00	NO BID
3.47		5'	Each	\$ 150.00	NO BID
3.48		6'	Each	\$ 500.00	NO BID
3.49		8'	Each	\$ 500.00	NO BID
3.50		10'	Each	\$ 300.00	NO BID
3.51	Vinyl Coated Gates – Single Swing including Posts with Braces	4'	Per Linear Foot	\$ 130.00	NO BID
3.52		5'	Per Linear Foot	\$ 80.00	NO BID
3.53		6'	Per Linear Foot	\$ 180.00	NO BID
3.54		8'	Per Linear Foot	\$ 230.00	NO BID
3.55		10'	Per Linear Foot	\$ 180.00	NO BID
3.56	Vinyl Coated Gates – Single Roll including Posts, Braces & Wheels	4'	Per Linear Foot	\$ 160.00	NO BID
3.57		5'	Per Linear Foot	\$ 90.00	NO BID
3.58		6'	Per Linear Foot	\$ 200.00	NO BID
3.59		8'	Per Linear Foot	\$ 240.00	NO BID
3.60		10'	Per Linear Foot	\$ 170.00	NO BID

Removal and Disposal of Existing Fence

4.1	Fence Height: 4'	Per Linear Foot	\$ 10.00	NO BID
4.2	Fence Height: 5'	Per Linear Foot	\$ 5.00	NO BID
4.3	Fence Height: 6'	Per Linear Foot	\$ 14.00	NO BID
4.4	Fence Height: 8'	Per Linear Foot	\$ 18.00	NO BID

Vendor Name:	E. Gomez Construction	Martin Fence Co.
Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403
Phone:	(305) 603-8619	(561) 848-2688
Email:	egomez@egomezconstruction.com	mfence@martinfence.com

Item	Description	Height	Unit of Measure	Unit Cost	Unit Cost
4.5	Fence Height: 10'		Per Linear Foot	\$	16.00 NO BID
Repairs to Existing Fence					
5.1	Labor per man hour for the repair of existing fences		Per Man Hour	\$	40.00 NO BID
5.2	Contractor's percent markup for materials required to repair existing fences. (Materials to be billed at net cost plus the percentage markup. Markup on sales tax is not permitted. A copy of the itemized materials invoice from the supplier must be included with all invoicing.)				10% NO BID
Specialty Fencing Installation and Material (PVC, Wood, Wrought Iron and Aluminum)					
6.1	Labor per man hour for the installation of specialty fences materials		Per Man Hour	\$	60.00 NO BID
6.2	Contractor's percent markup for specialty fencing materials. (Materials to be billed at net cost plus the percentage markup. Markup on sales tax is not permitted. A copy of the itemized materials invoice from the supplier must be included with all invoicing.)				10% NO BID
6.3	Contractor's percent markup for approved subcontracted services. (To be billed at net cost plus a percentage markup. Markup on sales tax is not permitted. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all invoicing.)				10% NO BID
6.4	Contractor's percent markup for approved used of rental equipment. (To be billed at net cost plus a percentage markup. Markup on sales tax is not permitted. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all invoicing.)				10% NO BID

CITY OF GREENACRES TABULATION

Note: All recommendations for award are unofficial until City Council approval



ITEM SUMMARY

MEETING DATE: January 9, 2023
FROM: Monica Powery, Director, Purchasing
SUBJECT: Award of Bid No. 23-004 Printing Services for City Publications

BACKGROUND

The City of Greenacres desires to hire an experienced and qualified company to provide printing services for City publications. The bid was advertised by the City's Purchasing Department on November 20, 2022.

ANALYSIS

The proposals were opened on December 20, 2022 with one (1) bidder responding. The attached tabulation sheet summarizes the results received. City staff has evaluated the proposal and recommends award to The Printers Printer, Inc. as the lowest responsive and responsible bidder.

FINANCIAL INFORMATION

Funds are budgeted in accounts 001-10-11-47-1 and 001-60-65-47-1 to provide for award.

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2023-04 authorizing execution of a one-year agreement with the option for three (3) additional one-year renewals for Bid No. 23-004 Printing Services for City Publications to The Printers Printer, Inc.

RESOLUTION NO. 2023-04

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR PRINTING SERVICES FOR CITY PUBLICATIONS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is in need of printing services for City publications; and

WHEREAS, The Purchasing Department issued Invitation to Bid No. 23-004 (the "BID");

and

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

WHEREAS, the BID was advertised on the legal notices section of the Palm Beach Post on November 20, 2022, and a notice was also sent to one hundred nine (109) prospective bidders via DemandStar; and

WHEREAS, on December 20, 2022 at 3:00 p.m. EST, the BID closed and the Purchasing Department (the "Department") received one (1) response which was reviewed by the Department to ensure the response met the BID requirements and the bidder was both responsive and responsible; and

WHEREAS, the Department recommends that the City Council approve award of the BID to The Printers Printer, Inc. and authorize the execution of the contract.

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 Printing Services for City Publications between the City of Greenacres and The Printers Printer, Inc.

SECTION 2. The City Council authorizes the appropriate City Officials to execute the Agreement.

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

RESOLVED AND ADOPTED this 9 of day of January 2023

Voted:

Joel Flores, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, 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: January 9, 2023
FROM: Teri Lea Beiriger, Finance Director, Department of Finance
SUBJECT: Resolution No. 2023-08 Release of Liens for Solid Waste Collection

BACKGROUND

Section 15-30, City of Greenacres Code, provides for the imposition of liens upon residential properties for the non-payment of City solid waste bills. Section 15-32, City of Greenacres Code, provides for release of the liens when accounts are paid in full.

ANALYSIS

Ten (10) liens on two (2) solid waste accounts totaling \$3,036.03 have been paid in full. The attached Resolution No. 2023-08 releases those ten (10) liens on two (2) solid waste accounts.

FINANCIAL INFORMATION

Liens amounting to \$3,036.03 have been paid in full and are proposed for release.

LEGAL

The resolution has been prepared in accordance with all applicable City regulations.

STAFF RECOMMENDATION

Approval of Resolution No. 2023-08.

RESOLUTION NO. 2023-08**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, SATISFYING CERTAIN LIENS IMPOSED AGAINST RESIDENTIAL PROPERTY, PURSUANT TO SECTION 15-31, CITY OF GREENACRES CODE.**

WHEREAS, the City Council of Greenacres, Florida, adopted Resolutions contained in the list, attached hereto as Exhibit "A", imposing liens upon certain residential properties for the owners' failure to pay for the collection and disposal of garbage, recyclable materials and vegetative waste as required by Section 15-26, City of Greenacres Code; and

WHEREAS, the owners of the residential properties contained in Exhibit "A", have brought their accounts current for the payment of the debts and charges for the collection and disposal of garbage, recyclable materials and vegetative waste, plus applicable interest, and administrative fees.

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

SECTION 1. Under the terms of Section 15-32, City of Greenacres Code, residential properties contained in the list supplied by the Finance Department of Greenacres, Florida, attached to this Resolution as Exhibit "A", have satisfied their imposed liens as recorded with the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Official Records Book.

SECTION 2. This Resolution shall be recorded in the Public Records of Palm Beach County, Florida, and shall have the effect of releasing said liens against those residential properties contained in the list attached hereto as Exhibit "A" only.

RESOLVED AND ADOPTED this 9th of day of January 2023.

Joel Flores, 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, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

City of Greenacres Solid Waste Collections

Exhibit A

RELEASE OF LIENS

Resolution #2023-08

Through December 31, 2022

Account Number	PCN	Customer Name	Property Address	Legal Description	Lien #	Lien Amount	Book/Pg	Lien Pd
04280-001	18-42-44-15-21-000-0920	Kerr, Donald	1092 Island Manor Dr, Greenacres, FI 33413	ISLAND OF RIVER BRIDGE LT 92	2008-29	\$ 127.32	22877 / 0128	by 12/31/22
04280-001	18-42-44-15-21-000-0920	Kerr, Donald	1092 Island Manor Dr, Greenacres, FI 33413	ISLAND OF RIVER BRIDGE LT 92	2009-37	\$ 159.87	23497 / 0403	by 12/31/22
04280-001	18-42-44-15-21-000-0920	Kerr, Donald	1092 Island Manor Dr, Greenacres, FI 33413	ISLAND OF RIVER BRIDGE LT 92	2010-35	\$ 182.58	24125 / 0115	by 12/31/22
04280-001	18-42-44-15-21-000-0920	Kerr, Donald	1092 Island Manor Dr, Greenacres, FI 33413	ISLAND OF RIVER BRIDGE LT 92	2011-39	\$ 206.25	24800 / 0785	by 12/31/22
04280-001	18-42-44-15-21-000-0920	Kerr, Donald	1092 Island Manor Dr, Greenacres, FI 33413	ISLAND OF RIVER BRIDGE LT 92	2015-04	\$ 807.22	27380 / 1015	by 12/31/22
04280-001	18-42-44-15-21-920-0920	Kerr, Donald	1092 Island Manor Dr, Greenacres, FI 33413	ISLAND OF RIVER BRIDGE LT 92	2016-11	\$ 362.22	28187 / 0785	by 12/31/22
04280-001	18-42-44-15-21-000-0920	Kerr, Donald	1092 Island Manor Dr, Greenacres, FI 33413	ISLAND OF RIVER BRIDGE LT 92	2017-14	\$ 409.32	29007 / 0139	by 12/31/22
04280-001	18-42-44-15-21-000-0920	Kerr, Donald	1092 Island Manor Dr, Greenacres, FI 33413	ISLAND OF RIVER BRIDGE LT 92	2018-10	\$ 441.50	29739 / 1807	by 12/31/22
07726-001	18-42-44-10-32-070-0070	Ambriose, Vladimir	1021 Woodfield Rd, Greenacres, FI 33415	PINE LAKE LT 7	2016-39	\$ 157.57	28580 / 1623	by 12/31/22
07726-001	18-42-44-10-32-070-0070	Ambriose, Vladimir	1021 Woodfield Rd, Greenacres, FI 33415	PINE LAKE LT 7	2017-40	\$ 182.18	29359 / 0145	by 12/31/22

2 accounts

10 liens

\$ 3,036.03



ITEM SUMMARY

MEETING DATE: January 9, 2023
FROM: Caryn Gardner-Young, Zoning Administrator
SUBJECT: **Ordinance 2022-39, CPA-22-02**
 Lake Worth Plaza West

BACKGROUND

The subject site was annexed into the City of Greenacres on July 18, 2022, through Resolution 2022-60 an Interlocal Service Boundary Agreement. The site is comprised of one (1) parcel of land, that was developed as a 46,967 square foot shopping center plaza. The development was built in 1979 and includes restaurants, retail, personal services, and food supermarkets. There are no plans to change the existing shopping center.

The Development Review Committee reviewed this proposal and recommended approval, followed by the Planning and Zoning Board of Appeals recommending approval by a vote of 4-0 at their meeting on December 8, 2022. The City Council approved this petition as presented by staff on first reading December 19, 2022, by a unanimous vote of 4-0.

ANALYSIS

This small-scale future land use amendment is needed in order to replace the existing Palm Beach County Commercial High (PBC CH) future land use designation with an appropriate City designation as a result of an annexation. The Advisory Future Land Use Map Annexation Area (Map FLU 9) recommends Commercial (CM) for the subject parcel. This is the same as the proposed designation.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2022-39 was prepared in accordance with all applicable State Statutes and City Code requirements.

STAFF RECOMMENDATION

Approval of CPA-22-02 through the adoption of Ordinance 2022-39.

ORDINANCE NO. 2022-39

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, TO CHANGE THE FUTURE LAND USE DESIGNATION OF ONE PARCEL OF LAND TOTALING APPROXIMATELY 20.1183 ACRES, LOCATED AT THE SOUTHEAST CORNER OF LAKE WORTH ROAD AND JOG ROAD AT 6400-6490 LAKE WORTH ROAD AND 4180 S JOG ROAD SUITES 1-9, FROM A PALM BEACH COUNTY DESIGNATION COMMERCIAL HIGH (CH) TO A CITY OF GREENACRES DESIGNATION OF COMMERCIAL (CM) AS REQUESTED BY THE PLANNING, GIS AND ENGINEERING DIVISION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, TRANSMITTAL, INCLUSION IN THE COMPREHENSIVE PLAN; AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Greenacres, pursuant to the Community Planning Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been certified by the State of Florida; and

WHEREAS, the City of Greenacres Planning, GIS and Engineering Division is herein known as the "Petitioner" for the herein described property; and

WHEREAS, the City recently annexed the property generally known as Lake Worth Plaza West, which is generally located at the southeast corner of Jog Road and Lake Worth Road and consists of approximately 20.1183 acres ("Property"); and

WHEREAS, the Petitioner is requesting to change the land use designation for the Property from a Palm Beach County future land use designation of Commercial High to a City of Greenacres future land use designation of Commercial (CM) and include the new designation on the City's Future Land Use Map; and

WHEREAS, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on December 8, 2022, and has recommended approval of the

Petitioner's request (petition CPA-22-02) to amend the City's Comprehensive Plan, Future Land Use Element's Future Land Use Map; and

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing to receive comments on CPA-22-02 concerning the proposed amendment to the Comprehensive Plan and has considered all comments received as required by state law and local ordinance; and

WHEREAS, the City Council finds that the proposed amendment to the City's Comprehensive Plan is consistent with the City's goals and objectives in the Comprehensive Plan and is in the best interest of the citizens of the City of Greenacres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREENACRES, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Ordinance as true and correct finds of the City Council of the City of Greenacres.

SECTION 2. Future Land Use Map Designation

The Future Land Use Map in the City's Comprehensive Plan is hereby amended to change the designation of the Property from a Palm Beach County future land use designation of Commercial High to a City of Greenacres future land use designation of Commercial (CM) for the Property, which is legally described as follows:

PARCEL 1: (FEE SIMPLE PARCEL)

A parcel of land in the Northeast 1/4 of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:
 Commencing at the Northwest corner of the Northeast 1 /4 of Section 27; thence South 00°58,18" West (State Plane Grid Datum), along the West line of the Northeast 1/4 of Section 27, a distance of 1339.12 feet to the South line of the Northwest 1/4 of the

Northeast 1/4 of Section 27; thence South 88°32'45" East, along said South line, 80.00 feet to the Easterly right-of-way line of Jog Road, and to the Point of Beginning of the parcel described herein; thence continue South 88°32'45" East, along said South line, 933.37 feet to the East line of the West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 27; thence North 00°55'50" East, along said East line, 1104.20 feet to a point that is 236.03 feet South of the North line of Section 27, as measured along said East line; thence North 89°04'10" West, 188.18 feet to a point of curvature; thence Northwesterly, along an arc of a curve concave to the Northeast, having a radius of 30.00 feet, a central angle of 38°19'04", an arc length of 20.06 feet to a non-tangent line; thence North 02°33'43" West, 197.51 feet to the South right-of-way line of Lake Worth Road (S.R. 802), being a non-tangent curve; thence Westerly, along the said South right-of-way line, being an arc of a curve concave to the South, having a calculated radius of 2798.11 feet, a central angle of 01°38'18", a chord length of 80.00 feet, which bears South 87°26'17" West, an arc length of 80.00 feet to a non-tangent line; thence South 02°33'43" East, 173.69 feet to a non-tangent curve; thence Southwesterly, along the arc of a curve concave to the Northwest, having a radius of 30.00 feet, a central angle of 32°51'53", a chord length of 16.97 feet bearing South 21°51'23" West, an arc length of 17.21 feet to a point of reverse curvature; thence Southwesterly, along an arc of a curve concave to the South, having a radius of 979.00 feet, a central angle of 22°32'57", an arc length of 385.29 feet to a point of compound curvature; thence Southwesterly, along an arc of a curve concave to the Southeast, having a radius of 149.00 feet, a central angle of 55°00'46", an arc length of 143.06 feet to a point of tangency; thence South 00°55'50" West, 363.24 feet to a point of curvature; thence Southwesterly, along an arc of a curve concave to the Northwest, having a radius of 30.00 feet, a central angle of 41°51'05", an arc length of 21.91 feet to a point of non-tangency; thence North 89°01'42" West, 208.35 feet to the East right-of-way line of Jog Road, being a line that is 80.00 feet East of and parallel with the West line of the Northeast 1/4 of Section 27; thence South 00°58'18" West, along said line, 80.00 feet; thence South 89°01'42" East, 182.90 feet; thence South 00°55'50" West, 336.62 feet; thence North 88°32'45" West, 183.15 feet to the said East right-of-way line of Jog Road; thence South 00°58'18" West, along said line 38.64 feet to the Point of Beginning.

PARCEL 2: (FEE SIMPLE PARCEL)

A parcel of land in the Northeast 1/4 of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 27; thence South 00°58'18" West (State Plane Grid Datum), along the West line of the Northeast 1/4 of Section 27, a distance of 1339.12 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 27; thence South 88°32'45" East along said South line, 80.00 feet to the Easterly right-of-way line of Jog Road; thence North 00°58'18" East, 38.64 feet to the Point of Beginning; thence continuing North 00°58'18" East, 335.01 feet to a point;

thence South 89°01'42" East, 182.90 feet to a point; thence South 00°55'50" West, 336.62 feet to a point; thence North 88°32'45" West, 183.15 feet to the Point of Beginning.

PARCEL 3: (EASEMENT PARCEL)

Easement for the benefit of Parcels 1 and 2 for access over and use of the retention pond on Out Parcel L-4, as set forth in paragraph 1.2 of the Cooperation and Easement Agreement dated March 17, 1986, and recorded April 2, 1986, in Official Records Book 4836, page 10, as modified by instrument recorded in Official Records Book 5744, page 1905, of the public records of Palm Beach County, Florida. Said Out Parcel L-4 being more particularly described as follows:

Commencing at the North quarter corner of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida; thence South 1°22'26" West (State Plane Grid Datum), along the North-South quarter Section line of Section 27, a distance of 653.08 feet; thence South 88°37'34" East, perpendicular to the previous course 80.00 feet to the Easterly right-of-way line of Jog Road and the Point of Beginning; thence North 1°22'26" East, along said right-of-way line and parallel with the North-South quarter section line, 61.29 feet; thence North 02°16'49" East, along said right-of-way line 189.64 feet; thence North 01°22'26" East, along said right-of-way line, 18.00 feet; thence South 88°37'34" East, perpendicular to the previous course,

271.16 feet to a non-tangent point of curvature; thence Southwesterly, along the arc of a curve concave to the Southeast, having a radius of 149.00 feet, a central angle of 52°40'42", a chord length of 132.22 feet which bears South 27°40'35" West, an arc distance of 136.99 feet to a point of tangency; thence South 01°20'15" West, 150.40 feet; thence North 88°37'34" West, along a line perpendicular to the North-South quarter section line, 215.68 feet to the Point of Beginning.

SECTION 3. Authorization to Make Changes.

The Planning, GIS, and Engineering Division is authorized to make the necessary Future Land Use map change to the Comprehensive Plan to reflect the change authorized by this Ordinance.

SECTION 4. Repeal of Conflicting Ordinances.

All Ordinances or parts thereof or parts of the code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Severability.

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 6. Transmittal to the DEO.

The Planning, GIS and Engineering Division shall send copies of this Ordinance, all supporting documentation and the future land use map amendment to the Treasure Coast Regional Planning Council (TCRPC) and the State Land Planning Agency (Department of Economic Opportunity) (DEO).

Section 7. Inclusion in the Comprehensive Plan.

It is the intention of the City Council, entered as hereby ordained, that the Comprehensive Plan of the City of Greenacres, Florida, shall be amended to include the amendment to the Future Land Use Map as stated herein.

Section 8. Effective Date.

The effective date of this Comprehensive Plan amendment shall be thirty-one (31) days following the adoption of this Ordinance in accordance with the provisions of Chapter 163.3187(c), Florida Statutes.

[The remainder of this page intentionally left blank.]

Passed on the first reading this 19th day of December, 2022.

PASSED AND ADOPTED on the second reading this 9th day of January, 2023.

Voted:

Joel Flores, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Suzy Diaz, 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: January 9, 2023
FROM: Caryn Gardner-Young, Zoning Administrator
SUBJECT: Ordinance 2022-40, ZC-22-02
Lake Worth Plaza West

BACKGROUND

The subject site was annexed into the City of Greenacres on July 18, 2022, through Resolution 2022- 60 as an Interlocal Service Boundary Agreement. The site is comprised of one (1) parcel of land, that was developed as a 46,967 square foot shopping center plaza. The development was built in 1979 and includes restaurants, retail, personal services, and food supermarkets. There are no plans to change the existing shopping center.

The Development Review Committee reviewed this proposal and recommended approval, followed by the Planning and Zoning Board of Appeals recommending approval by a vote of 4-0 at their meeting on December 8, 2022. The City Council approved this petition as presented by staff on first reading December 19, 2022, by a unanimous vote of 4-0.

ANALYSIS

A City of Greenacres (“City”) initiated zoning change request for one parcel of land totaling approximately 20.1183 acres from Palm Beach County Commercial General (CG) zoning district to the City Commercial Intensive (CI) zoning district as a result of a recent annexation. The proposed CI zoning designation is consistent with the proposed Commercial future land use designation. Since the existing uses are not proposed to change, the most similar City zoning designation to PBC CG is City CI. The site is located at southeast corner of Lake Worth Road and Jog Road.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2022-40 was prepared in accordance with all applicable State Statutes and City Code requirements.

STAFF RECOMMENDATION

Approval of ZC-22-02 through the adoption of Ordinance 2022-40.

ORDINANCE NO. 2022-40

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A ZONING CHANGE FOR ONE PARCEL OF LAND TOTALING APPROXIMATELY 20.1183 ACRES, LOCATED AT THE SOUTHEAST CORNER OF LAKE WORTH ROAD AND JOG ROAD AT 6400-6490 LAKE WORTH ROAD, AND 4180 JOG ROAD SUITES 1-9, FROM A PALM BEACH COUNTY ZONING DESIGNATION OF GENERAL COMMERCIAL (CG) TO A CITY OF GREENACRES ZONING DESIGNATION OF COMMERCIAL INTENSIVE (CI) AS REQUESTED BY THE PLANNING, GIS AND ENGINEERING DIVISION; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres Planning, GIS and Engineering Division is herein known as the "Petitioner" for the herein described property; and

WHEREAS, the City recently annexed the property generally known as Lake Worth Plaza West, which is generally located at the southeast corner of Jog Road and Lake Worth Road and consists of approximately 20.1183 acres ("Property"); and

WHEREAS, the Petitioner is requesting a rezoning of the Property from a Palm Beach County zoning designation of General Commercial (CG) to a City of Greenacres zoning designation of Commercial Intensive (CI); and

WHEREAS, the Planning and Zoning Board of Appeals has held a duly advertised public hearing on December 8, 2022 and reviewed the application for compliance with the staff findings relevant to the criteria for a Zoning Change as detailed in the Development Review Committee Report and Recommendation, Exhibit "A", dated November 21, 2022, as revised; and

WHEREAS, the City Council of the City of Greenacres has conducted two (2) duly advertised public hearings on December 8, 2022 and on December 19, 2022 and has

considered all comments received concerning the proposed amendment to the Official Zoning Map as required by state law and local ordinance; and

WHEREAS, the City Council finds that the proposed zoning change is consistent with the City's Comprehensive Plan and all criteria for a zoning change; and

WHEREAS, the City Council of the City of Greenacres has determined that, in accordance with Exhibit "A", "Development Review Committee Staff Report and Recommendation", dated November 21, 2022, as revised (attached), the proposed zoning change for the Property from Palm Beach County zoning designation of General Commercial (CG) to City of Greenacres zoning designation of Commercial Intensive (CI) is in the best interest of the citizens of the City of Greenacres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREENACRES, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Ordinance as true and correct finds of the City Council of the City of Greenacres.

SECTION 2. Zoning District Amendment.

The request by the Petitioner to change the Official Zoning Map to include a zoning change of the Property from a Palm Beach County zoning designation of General Commercial (CG) to a City of Greenacres zoning designation of Commercial Intensive (CI) is hereby approved. The Property is legally described as follows:

LEGAL DESCRIPTION

PARCEL 1: (FEE SIMPLE PARCEL)

A parcel of land in the Northeast 1/4 of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:
Commencing at the Northwest corner of the Northeast 1 /4 of Section 27; thence South 00°58,18" West (State Plane Grid Datum), along the West line of the Northeast 1/4 of

Section 27, a distance of 1339.12 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 27; thence South 88°32'45" East, along said South line, 80.00 feet to the Easterly right-of-way line of Jog Road, and to the Point of Beginning of the parcel described herein; thence continue South 88°32'45" East, along said South line, 933.37 feet to the East line of the West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 27; thence North 00°55'50" East, along said East line, 1104.20 feet to a point that is 236.03 feet South of the North line of Section 27, as measured along said East line; thence North 89°04'10" West, 188.18 feet to a point of curvature; thence Northwesterly, along an arc of a curve concave to the Northeast, having a radius of 30.00 feet, a central angle of 38°19'04", an arc length of 20.06 feet to a non-tangent line; thence North 02°33'43" West, 197.51 feet to the South right-of-way line of Lake Worth Road (S.R. 802), being a non-tangent curve; thence Westerly, along the said South right-of-way line, being an arc of a curve concave to the South, having a calculated radius of 2798.11 feet, a central angle of 01°38'18", a chord length of 80.00 feet, which bears South 87°26'17" West, an arc length of 80.00 feet to a non-tangent line; thence South 02°33'43" East, 173.69 feet to a non-tangent curve; thence Southwesterly, along the arc of a curve concave to the Northwest, having a radius of 30.00 feet, a central angle of 32°51'53", a chord length of 16.97 feet bearing South 21°51'23" West, an arc length of 17.21 feet to a point of reverse curvature; thence Southwesterly, along an arc of a curve concave to the South, having a radius of 979.00 feet, a central angle of 22°32'57", an arc length of 385.29 feet to a point of compound curvature; thence Southwesterly, along an arc of a curve concave to the Southeast, having a radius of 149.00 feet, a central angle of 55°00'46", an arc length of 143.06 feet to a point of tangency; thence South 00°55'50" West, 363.24 feet to a point of curvature; thence Southwesterly, along an arc of a curve concave to the Northwest, having a radius of 30.00 feet, a central angle of 41°51'05", an arc length of 21.91 feet to a point of non-tangency; thence North 89°01'42" West, 208.35 feet to the East right-of-way line of Jog Road, being a line that is 80.00 feet East of and parallel with the West line of the Northeast 1/4 of Section 27; thence South 00°58'18" West, along said line, 80.00 feet; thence South 89°01'42" East, 182.90 feet; thence South 00°55'50" West, 336.62 feet; thence North 88°32'45" West, 183.15 feet to the said East right-of-way line of Jog Road; thence South 00°58'18" West, along said line 38.64 feet to the Point of Beginning.

PARCEL 2: (FEE SIMPLE PARCEL)

A parcel of land in the Northeast 1/4 of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 27; thence South 00°58'18" West (State Plane Grid Datum), along the West line of the Northeast 1/4 of Section 27, a distance of 1339.12 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 27; thence South 88°32'45" East along said South line, 80.00 feet to the Easterly right-of-way line of Jog Road; thence North 00°58'18" East, 38.64 feet to the Point of Beginning; thence continuing North 00°58'18" East, 335.01 feet to a point:

thence South 89°01'42" East, 182.90 feet to a point; thence South 00°55'50" West, 336.62 feet to a point; thence North 88°32'45" West, 183.15 feet to the Point of Beginning.

PARCEL 3: (EASEMENT PARCEL)

Easement for the benefit of Parcels 1 and 2 for access over and use of the retention pond on Out Parcel L-4, as set forth in paragraph 1.2 of the Cooperation and Easement Agreement dated March 17, 1986, and recorded April 2, 1986, in Official Records Book 4836, page 10, as modified by instrument recorded in Official Records Book 5744, page 1905, of the public records of Palm Beach County, Florida. Said Out Parcel L-4 being more particularly described as follows:

Commencing at the North quarter corner of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida; thence South 1°22'26" West (State Plane Grid Datum), along the North-South quarter Section line of Section 27, a distance of 653.08 feet; thence South 88°37'34" East, perpendicular to the previous course 80.00 feet to the Easterly right-of-way line of Jog Road and the Point of Beginning; thence North 1°22'26" East, along said right-of-way line and parallel with the North-South quarter section line, 61.29 feet; thence North 02°16'49" East, along said right-of-way line, 189.64 feet; thence North 01°22'26" East, along said right-of-way line, 18.00 feet; thence South 88°37'34" East, perpendicular to the previous course, 271.16 feet to a non-tangent point of curvature; thence Southwesterly, along the arc of a curve concave to the Southeast, having a radius of 149.00 feet, a central angle of 52°40'42", a chord length of 132.22 feet which bears South 27°40'35" West, an arc distance of 136.99 feet to a point of tangency; thence South 01°20'15" West, 150.40 feet; thence North 88°37'34" West, along a line perpendicular to the North-South quarter section line, 215.68 feet to the Point of Beginning.

SECTION 3. Authorization to Make Changes.

That the Planning, GIS, and Engineering Division is directed to make the necessary changes to the City of Greenacres Official Zoning Map to reflect the change authorized by this Ordinance.

SECTION 4. Repeal of Conflicting Ordinances.

All Ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Severability.

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 6. Effective Date.

The provisions of this Ordinance shall only become effective if the associated Comprehensive Plan amendment (Ordinance No. 2022-40) becomes effective and the date of effectiveness shall be the same. .

Passed on the first reading this 19th day of December, 2022.

PASSED AND ADOPTED on the second reading this 9th day of January, 2023.

Voted:

Joel Flores, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Suzy Diaz, 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: January 9, 2023

FROM: Caryn Gardner-Young, Zoning Administrator

SUBJECT: **Ordinance No. 2022-41**
Purchase of Property

BACKGROUND

A request from Aaron Taylor, agent for the potential buyer, to buy a 6,804 square foot strip of land located adjacent to and east of the property at 1105 S Jog Road in Greenacres, Florida from the City of Greenacres ("City"). The owner of 1105 S. Jog Road, US Nursing Group Florida LLC ("Adjacent Owner"), approached the City about purchasing the City Property which would be included in its planned development of 1105 S Jog Road property. The Adjacent Owner feels that the addition of the 6,804 square feet of land will make its planned development a better project.

ANALYSIS

The City is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes which includes selling of City owner property. Section 1(G), Article VI of the City's Charter requires all conveyance of City-owned property to be done by ordinance. In 2005, after abandoning additional right-of-way along S. Jog Road, Palm Beach County conveyed a 6,804 SF strip of land located adjacent to and east of the property at 1105 S. Jog Road in Greenacres, Florida, to the City, which property is shown on the aerial map attached hereto as Exhibit "A" and incorporated herein ("City Property"). The owner of 1105 S. Jog Road, US Nursing Group Florida LLC, approached the City about purchasing the City Property and it paid to have a title search and appraisal completed for the City Property confirming that the City is the owner and the approximate market value. The appraisal of the City Property concluded that it had a market value of \$115,000 based on the likely total market value when combined with the Adjacent Owner's adjacent property of over two (2) acres. However, recognizing that the Adjacent Owner is realistically the only potential buyer for the City Property, which would otherwise would not be developable and have no value, City staff and the Adjacent Owner have agreed (subject to the approval of this Ordinance) for the City to sell the City Property for \$17,500 with the Adjacent Owner paying for all closing costs (inclusive of all title costs and taxes. Staff believes that selling the City Property to the Adjacent Owner as set forth herein serves a public purpose and is in the best interests of the public health, safety and/or welfare of the City.

On December 19, 2022, the City Council on a motion made by Deputy Mayor Tharpe and seconded by Council Member Dugo, voting four (4) to zero (0), **approved** the purchase of a 6,804 Square foot strip of land located adjacent to and east of the property at 1105 S Jog Road

on first reading, through **Ordinance 2022-41**, as presented by staff.

FINANCIAL INFORMATION

Seller will pay \$17,500 plus all closing costs

LEGAL

Ordinance 2022-41 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION

Adoption of Ordinance 2022-41.

ORDINANCE NO. 2022-41

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE CONVEYANCE OF A 6,804 SF STRIP OF LAND LOCATED ADJACENT TO AND EAST OF THE PROPERTY AT 1105 S. JOG ROAD, GREENACRES, FLORIDA; AUTHORIZING CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE CONVEYANCE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 1(G), Article VI of the City’s Charter requires all conveyance of City-owned property to be by ordinance; and

WHEREAS, in 2005, after abandoning additional right-of-way along S. Jog Road, Palm Beach County conveyed a 6,804 SF strip of land located adjacent to and east of the property at 1105 S. Jog Road in Greenacres, Florida, to the City, which property is shown on the aerial map attached hereto as Exhibit “A” and incorporated herein (“City Property”); and

WHEREAS, the owner of 1105 S. Jog Road, US Nursing Group Florida LLC (“Adjacent Owner”), approached the City about purchasing the City Property; and

WHEREAS, the Adjacent Owner paid to have a title search and appraisal completed for the City Property confirming that the City is the owner and the approximate market value; and

WHEREAS, the appraisal of the City Property concluded that it had a market value of \$115,000 based on the likely total market value when combined with the Adjacent Owner’s adjacent property of over two (2) acres; and

WHEREAS, recognizing that the Adjacent Owner is realistically the only potential buyer for the City Property, which would otherwise would not be developable and have no value, City staff and the Adjacent Owner have agreed (subject to the approval of this Ordinance) for the

Ordinance No. 2022- 41 | Purchase of Property

Page No. 2

City to sell the City Property for \$17,500 with the Adjacent Owner paying for all closing costs (inclusive of all title costs and taxes); and

WHEREAS, the City Council finds that selling the City Property to the Adjacent Owner as set forth herein serves a public purpose and is in the best interests of the public health, safety and/or welfare of the City.

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

SECTION 1. The foregoing recitals are hereby fully incorporated herein by reference and adopted as the legislative findings of the City of Greenacres City Council.

SECTION 2. The City of Greenacres City Council hereby approves the conveyance of the City Property to the Adjacent Owner for \$17,500 with the Adjacent Owner paying all closing costs (inclusive of title costs and taxes). The City Property is legally described as:

A portion of the hiatus strip lying East of the East line of the South 193 feet of Tract 1, Block 14, Palm Beach Farms Co. Plat No. 3, according to the Plat thereof recorded in Plat Book 2, Page 45 and West of the North-South Half Section Line of Section 10, Township 44 South, Range 42 East, Palm Beach County, Florida, Less and Except the 40' strip for right-of-way of Jog Road conveyed to Palm Beach County by Right-of-Way Deed recorded in Deed Book 995, Page 312, Public Records of Palm Beach County, Florida.

SECTION 3. The City Manager or designee is hereby authorized to execute all necessary documents to accomplish the conveyance of the City Property to the Adjacent Owner as set forth herein.

SECTION 4. Repeal Of Conflicting Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Ordinance No. 2022- 41 | Purchase of Property

Page No. 3

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. Effective Date. The provisions of this Ordinance shall become effective upon adoption consistent with applicable law.

Ordinance No. 2022- 41 | Purchase of Property
Page No. 4

Passed on the first reading this 19th day of December 2022.

PASSED AND ADOPTED on the second reading this 9th day of January 2023.

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:
Susy Diaz, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

ORDINANCE NO. 2022-43

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CITY OF GREENACRES' BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, INCLUSIVE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Greenacres, Florida adopted a budget for the 2022/2023 Fiscal Year; and

WHEREAS, the City Council has determined that an amendment needs to be made to the previously adopted Fiscal Year Budget; and

WHEREAS, the City Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the City of Greenacres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREENACRES, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby amends the expenditures in the Surtax fund (305) balance listed in attached Exhibit "A" and adopts such amendments to the Budget of the City of Greenacres for the Fiscal Year October 1, 2022, through September 30, 2023, inclusive.

Section 2. Repeal of Conflicting Ordinances.

All ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Section 3. Severability.

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such

holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. Effective Date.

The provisions of this Ordinance shall become effective upon adoption.

Passed on the first reading this 19th day of December 2022.

PASSED AND ADOPTED on the second reading this 9th day of January 2023.

Voted:

Joel Flores, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

FYE 9/30/2023
Exhibit "A"

Fund 305 – Surtax Fund

		Increase (Decrease)
Expense		
CIP-232 Dillman Trail	305-30-31-63-161	\$ 12,401.53
CIP-106 City Sidewalks	305-40-42-63-20	\$ 33,000.00
CIP-231 Septic to Sewer	305-40-46-33-26	\$105,000.00
305 Fund Balance		(\$150,040.13)



ITEM SUMMARY

MEETING DATE: January 9, 2022
FROM: Teri Lea Beiriger, Director of Finance
SUBJECT: Ord. No. 2022-43

BACKGROUND

Council Policy No. 6 requires City Council action to authorize budget adjustments between cost centers, departments, and funds. A budget adjustment is required to account for the increased cost in three Surtax (305) capital projects.

Both the City Sidewalk project and the Septic to Sewer project were delayed due to work performed by Palm Beach County. Prices increased during the delay. The sidewalk was underspent in several line items but will still need an additional \$33,000 to finish. A small portion of the Septic to Sewer overlays the sidewalk project. This project's price increased by \$105,000.

The City is required to issue permits on their own projects. Permits were not budgeted for the Dillman trail project. A budget adjustment for \$12,402 will cover this unbudgeted item.

ANALYSIS

Ordinance 2022-43, is to authorize the budget adjustment for the total amount of \$150,402 that documents the movement of the funds from the surtax fund balance to cover the unbudgeted items.

FINANCIAL INFORMATION

The proposed ordinance increases the expenditures by \$150,402 in FY 2023.

LEGAL

The proposed Budget Amendment has been prepared in accordance with the applicable State Statutes and City Code Requirements

STAFF RECOMMENDATION

Approval of Ordinance 2022-43.



Department Report

MEETING DATE: January 9, 2023
FROM: Michele Thompson, Director, Community & Recreation Services
SUBJECT: Community & Recreation Services Dept. – December Report

ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY2023 TO DATE	FY 2023 BUDGET
No. of Contracts Executed/Renewed	1	1	2
No. of Collaborative Partnerships	5	5	25
No. of Vendor/Independent Contractor Agreements	2	10	21
No. of Educational Scholarship Applications	-	-	15
No. of Community Events Coordinated	1	3	9
No. of Event Participants	5,200	6,500	31,500
No. of Little Free Libraries (LFL)*/Story Walk	1	30/2	32/2
No. of Business Sponsorships	2	5	20

FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY2023 TO DATE	FY 2023 BUDGET
Fields/Concession Stands	63	203	875
Pavilions	34	114	400
Center Facility	48 ¹	194 ¹	800
Monthly Center Attendance	2012	9518	-

¹ 250 Additional Free Rentals: **48** Gym: YP/Adult & Teen Open Gym/BB League, **8** Banquet Room: PBSO/Let's Talk/Ballroom Dancing/Seniors Luncheon, **1** Room 2: Spotlighters, **12** Room 3: Senior Social/BB League Meeting, **1** Room 4: AARP, **14** Community Park: PB Square Dance/HIP Event, **21** Freedom Park: Tai Chi

REVENUE

FACILITY RENTALS REVENUE	THIS PERIOD	FY2023 TO DATE	FY2023 PROJECTED
Rental Revenue Generated	\$9,748.00	\$34,956.74	\$132,799

ATHLETICS

YOUTH ATHLETICS	THIS PERIOD	FY2023 TO DATE	FY2023 PROJECTED
FY23 Co-ed Fall Soccer (9/26/22-12/16/22) • Registration Period 8/1/22 – 9/26/22	-	199	180
FY23 Co-ed Spring Soccer (3/6/23-5/19/23) • Registration Period 1/9/23 – 3/3/23	-	-	220
FY23 Co-ed Winter Basketball (12/5/22-3/9/23) • Registration Period 9/6/22 – 11/2/22	-	120	120
Co-ed Summer Basketball Skills Camp	-	-	40

Athletic Sponsors: Renaissance Charter School and Greenacres Nissan

COMMUNITY SERVICES

CROS MINISTRIES FOOD PANTRY DATES	NO. OF HOUSEHOLDS	NO. OF INDIVIDUALS
November 10 th & 23 rd	Cancelled/20	Cancelled/39
December 8 th & 22 nd	30/25	60/57
TOTAL YTD	129	258

SENIOR PROGRAMS

x	SPONSORS	NO. OF PARTICIPANTS YTD
Games/Bingo/Special Events Mon., Wed., Fri. (3x12)	Humana; Cano Medical; Prominence Health Dedicated Senior; PBSO; WellCare; Live Well Chiropractic	330
Thanksgiving Luncheon	Humana; Pete's Place; Feeding South Florida	32
Christmas Luncheon	Humana	31

FY23 EVENTS & SPONSORSHIPS

EVENTS	SPONSORS/PARTNERS	FY2023 EXPENSE	FY2023 ATTENDEES
Holiday in the Park (12/3/22)	\$7,500: Greenacres Nissan; Waste Management; Humana; Sunshine Health; FPL; State Farm; Cayuga Centers; Renaissance Charter School (Wellington); Rosenthal/Levy/S/S; Forest Hill Orthodontics	\$14,845	5,200
Fiesta de Pueblo (1/7/23)	Co-Sponsored w/ Fiesta de Pueblo, Inc.	\$1,058	
Artzy Eve. at City Hall (1/21/23)	\$2,500: Renaissance Charter; Nissan; Waste Management	\$4,800	
Daddy Daughter Dance (2/18/23)	\$1,000: Humana; Waste Management	\$3,875	
Egg'stravaganza (4/8/23)	\$4,500: Waste Management; State Farm; Renaissance Charter	\$11,228	
Rock-n-Roll Sunday/FR Chili Cook-Off (5/21/23)	Co-Sponsored Event	\$6,139	
Ignite the Night (7/4/23)	\$4,500: Waste Management; Nissan; Renaissance Charter School	\$41,780	
<i>Back2School</i> Supply Distribution (7/28/23)	\$4,500: Humana; Waste Management	\$6,200	



Department Report

MEETING DATE: January 9, 2023
FROM: Teri Lea Beiriger, Director of Finance
SUBJECT: Department of Finance Activity Report

BACKGROUND

The following report provides activity within the Department of Finance for the reporting period from December 1 through December 31, 2022.

In brief, the Finance Department:

- Continued to reconcile outstanding balances of Miscellaneous Billing.
- Continued to review and discuss x:/drive format and Laserfiche cleanup.
- Prepared 60 boxes for Records Management Destruction and 18,753 for Laserfiche destruction.
- Submitted GFOA Budget Award application.
- Completed the Fixed Assets internal audit.
- Annual financial audit has commenced.
- Grants:
 - Received \$167,408.94 for TPA 2021 Dillman Trail Grant.
 - Received \$1,000.00 for Walmart Front Door 2022 Grant.
 - Received \$10,310.26 for ELC Youth Program 2023 Grant.
 - Received \$7,700.80 for PBC Youth Program 2023 Grant.
 - FY23 Community Project Funding Appropriations approved by President Biden. City to receive funding for supplies and scholarships Youth Programs.

The Finance Department has, and continues to, work on efficiencies to better serve our internal and external customers.



Department Report

MEETING DATE: January 9, 2023

FROM: Brian Fuller, Fire Chief

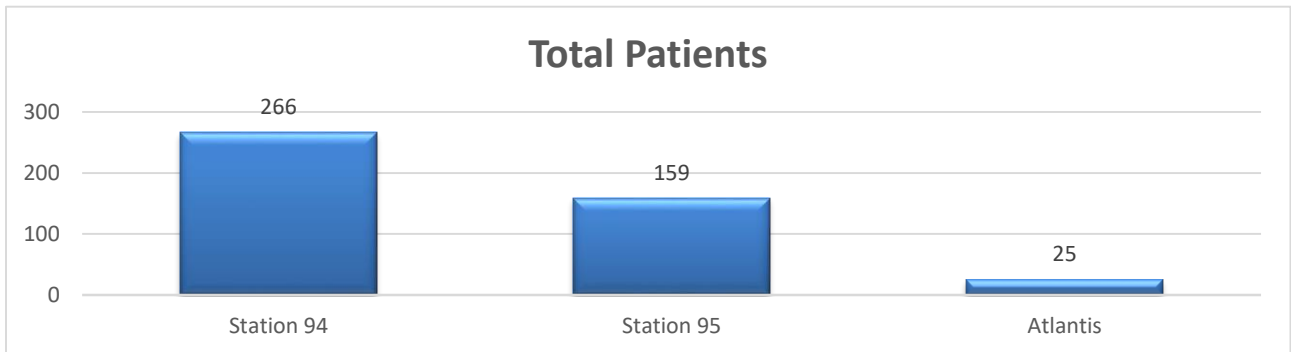
SUBJECT: Fire Rescue December Report

FR CALLS

CALLS	MONTHLY TOTALS
Total Alarms dispatched in December	605
Average alarms per day	21.61
Total calls this fiscal year	1,708

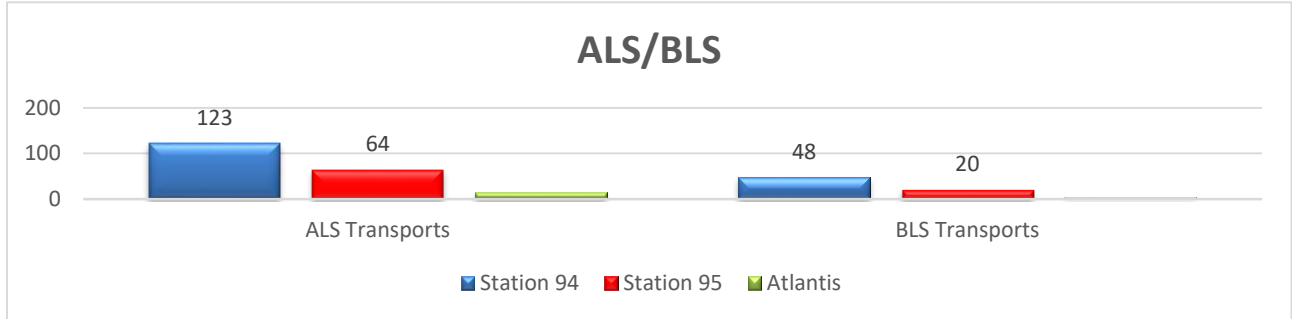
In December 2022, 425 patients were treated for Emergency Medical related services. Of those patients, 25 were in the City of Atlantis. These requests include a single unit responding to assist a person who has fallen to the floor, a cardiac arrest requiring multiple units and a combination of personnel, advanced skills, and equipment.

Service Calls, Cancels, and Public Assists totaled 79. The requests include, but are not limited to, persons locked out of home, water evacuation, animal problem, police assist, defective elevator, and canceled due to wrong address.



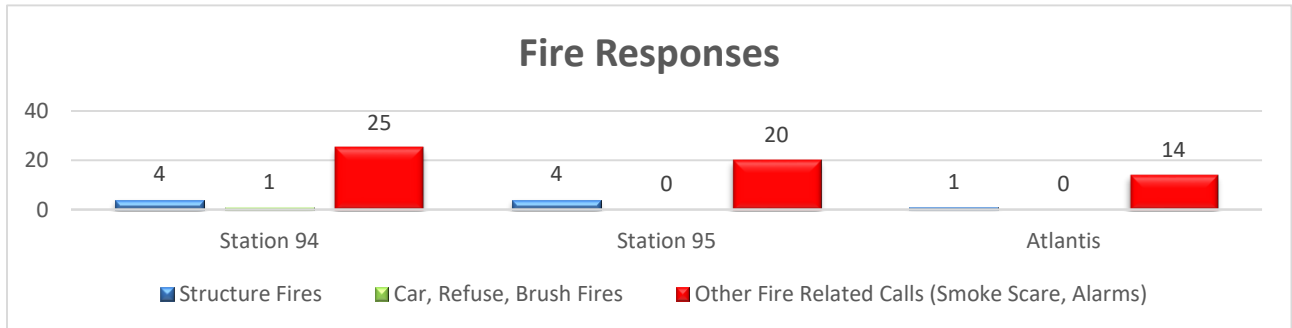
ALS/BLS

Fire Rescue transported 255 patients to a hospital or 60% of the patients we were called to treat. The majority of those (171) required Advanced Life Support procedures. ALS emergencies necessitate 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.



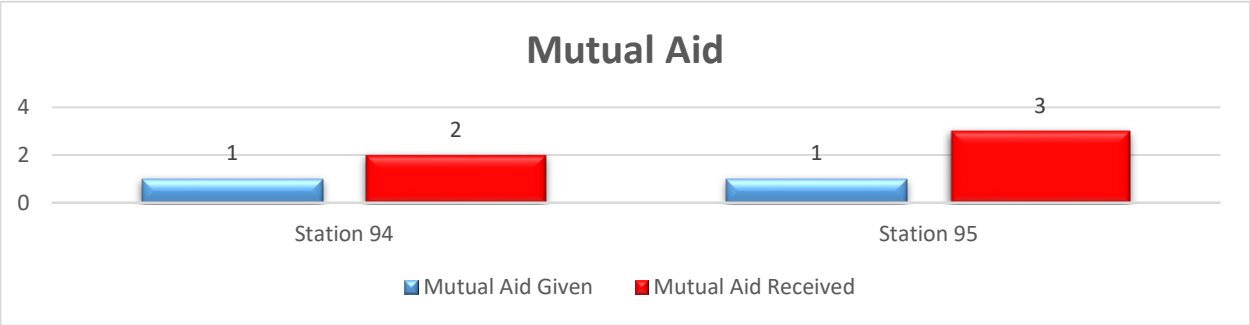
FIRE RESPONSES

Fire Rescue responded to 39 calls for a fire or smoke related emergency. There were two (2) requiring an escalated response to a car, brush, or refuse fire; nine (9) were in a residential or commercial structure.



MUTUAL AID

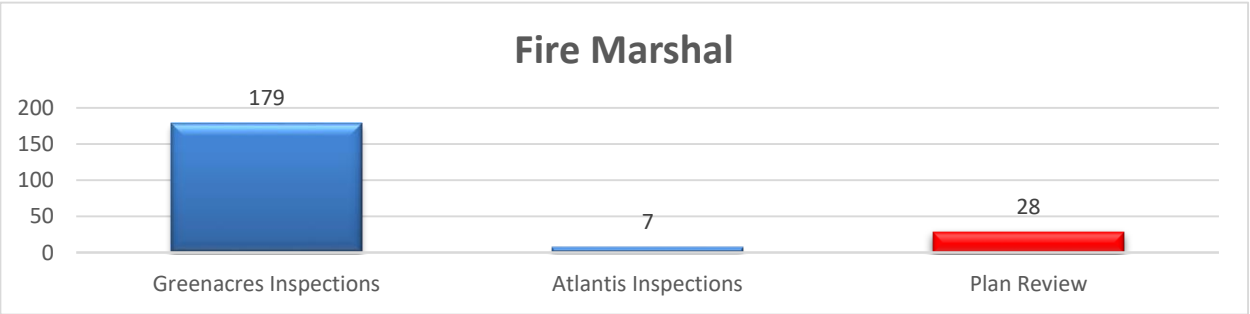
Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system 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	186
Plans Review	28
Dollar Loss due to fire	\$29,000



SPECIAL SERVICES

Blood Pressure Screenings	1
Presentations, Station Tours/Attendees	1/1
Persons Trained in CPR	0



Department Report

MEETING DATE: December 19, 2022

FROM: Georges Bayard, Director, Information Technology

SUBJECT: Department of Information Technology – December 2022 Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Information Technology Department for the reporting period from December 1-30, 2022.

- a. Enterprise Permitting & Licensing (EPL) cloud migration project - Stage 2 - Assess & Define stage is very close to completion. Tyler Technologies and Greenacres staff have been working closely to complete the mapping of current processes and workflows to the new system. Tyler provided a demo showing how the documentation being completed by DNS Dept. staff will translate to building the application during Stage 2 - Prepare Solution, to assist in completing that portion of the work. Go-Live is tentatively scheduled to start on March 9, 2023.
- b. The Laserfiche Cloud Enterprise Content Management system (ECM) was released for use by staff. The City's entire document repository was migrated and verified, and some cleanup of duplicate data is in process.
- c. Preparatory steps were taken to migrate the City's virtual server environment to the state-of-the-art Microsoft Hyper-V environment on new, hybrid Flash storage, which will result in a more secure system with much faster data processing. This project is expected to be completed by the end of January.
- d. IT staff is adjusting the CIS Benchmark secure configurations before implementing them on all City computers. These configurations will allow us to achieve approximately 80% compliance with the NIST Cybersecurity Framework (CSF), as reported by the CIS-Cat Assessor that now runs scans periodically to monitor this on an on-going basis.
- e. Monthly KnowBe4 simulated phishing test results:
 - a. October - Links clicked: 0; attachments opened: 0; replied: 0; Phish-prone users (vulnerable to phishing attacks): 0% (down from 1.4% from the previous month's campaign).

City personnel continue to exhibit secure online behavior, paying attention to inbound email messages and not opening unexpected links or attachments.

SERVICE DESK REQUESTS

December 2022

DEPARTMENT	CURRENT PERIOD	FY 2022 YTD	FY 2022 BUDGET
Administration	4	153	-
Community & Recreation Services	1	100	-
Development & Neighborhood Svcs.	11	210	-
Finance	5	170	-
Fire Rescue	6	153	-
Information Technology	2	83	-
Public Works	3	126	-
Purchasing	2	57	-
Youth Programs	2	97	-
Total Service Desk Requests	36	1,149	350



Department Report

MEETING DATE: January 9, 2023
FROM: Captain Tristram Moore, PBSO District 16
SUBJECT: PBSO District 16 December Report

CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	1,415
Traffic Stops (Self-Initiated)	461
Calls for Service	1,791
All CAD Calls - Total	3,667
Total Calls for Service – FY 2022 (October 2022 – September 2023)	11,579

Data Source: CADS/Premier 1
 *Omit Miscellaneous Calls

(Stats from 12/1/22 – 12/27/22)

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 (12/1/22 – 12/27/22), there were 3,667 generated calls within the District and 51% of these calls were self-initiated.

TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
129	218

Data Source: D16 Office Staff/Monthly Report
 (Stats from 12/1/22 – 12/27/22)

PBSO MOTORS UNIT	
Total Citations	Total Warnings
138	237

Data Source: D16 Office Staff
 (Stats from 12/5/22 – 12/25/22)

COMMUNITY POLICING EVENTS

- Breaking the Cycle, Lego Bullying Program, continued through 12/20/22.
- 12/03/22: Holiday in the Park – 40 bicycles, skate boards, scooters, soccer balls, basketballs, footballs and kick balls were raffled off to children at the event.
- 12/5/22: Career Day at Greenacres Elementary School with Jr Achievement of Palm Beaches
- 12/6/22: Breaking the Cycle - Lego Bullying Program
- 12/6/22: Kids Bash at Texas Road House
- 12/8/22: Dropped off Treasure Box for Greenacres City Hall Passport
- 12/9/22: Peanuts Country Store Shoe Give-a-Away
- 12/9/22: National Christmas Card Day
- 12/13/22: Breaking the Cycle - Lego Bullying Program
- 12/13/22: Presentation Award for Wawa
- 12/15/22: PBSO Special Events “Shop with a Cop”
- 12/17/22: Pierre Garcon’s Bicycle Give Away in Greenacres
- 12/21/22: Christmas in Greenacres (Shop with a Cop) at Walmart & Target
- 12/22/22: Holiday Shoe Giveaway – Pickwick Mobile Home Park
- 12/23/22: Aleeh’s Lamborghini Giveaway
- 12/23/22: PBSO Holiday Toy Giveaway – Dyson Circle

STREET CRIMES UNIT

- The District 16 Street Crimes Unit conducted a traffic stop on a vehicle leaving a high drug area. Probable cause was developed to search the vehicle and the driver, a documented gang member, was arrested for CCF. The Gang Unit responded for interview.
- The District 16 Street Crimes Unit conducted a traffic stop. Probable cause to search the vehicle was established and the passenger was arrested for possession of fentanyl.
- The District 16 Street Crimes Unit conducted a traffic stop. Probable cause to search the vehicle was established and the driver was arrested for possession of cocaine and possession of synthetic narcotics with intent to sell.

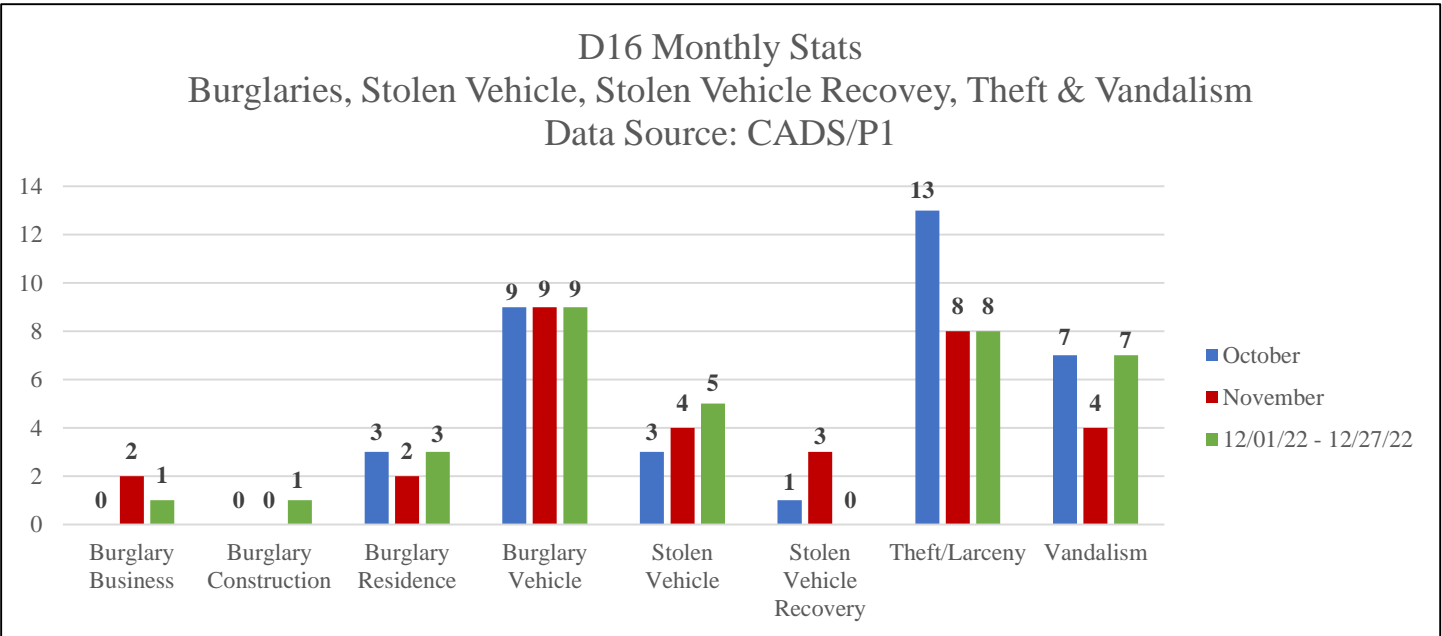
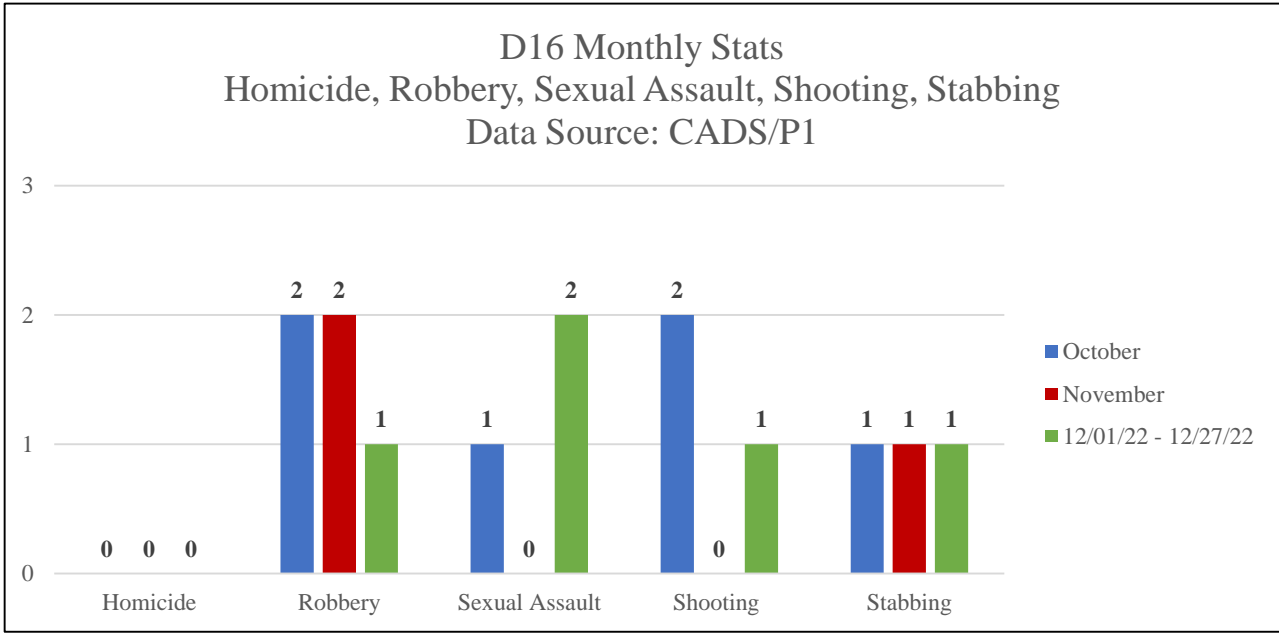
PROPERTY DETECTIVES

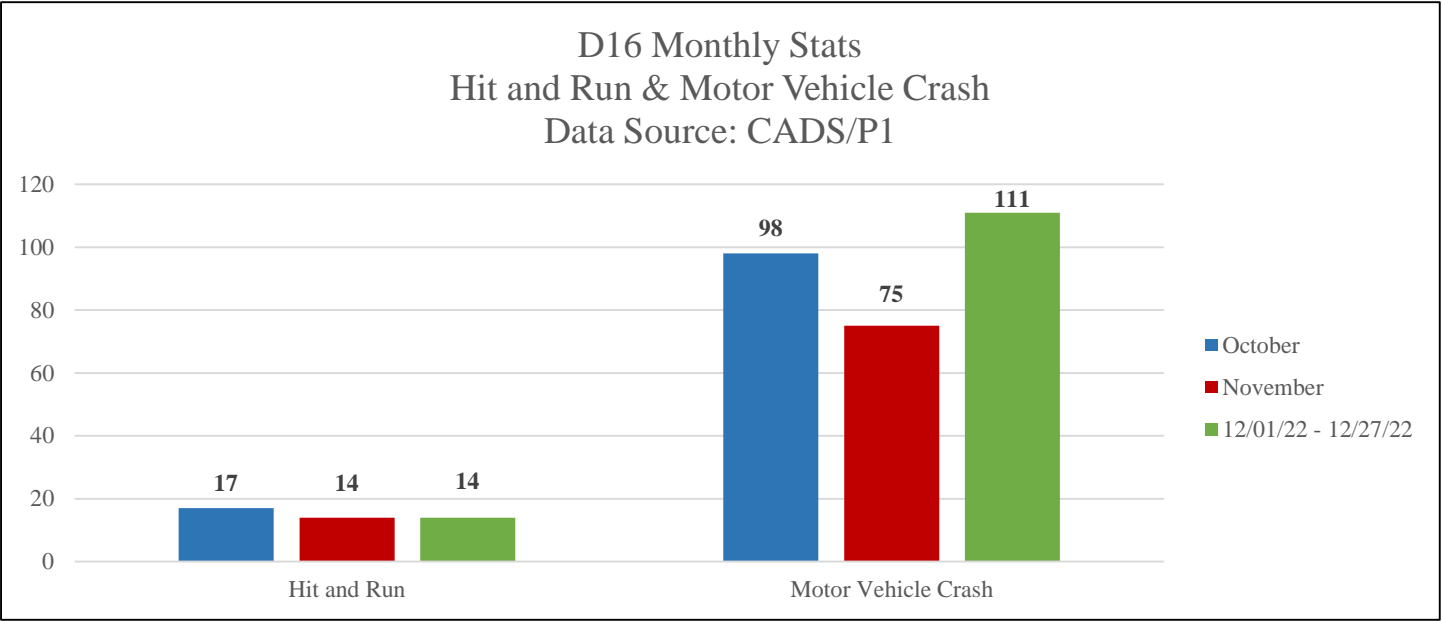
- District 16 Detectives were called out to assist Road Patrol in locating a stolen motorcycle. The motorcycle was tracked to another address within Greenacres. Detectives drafted and executed the residential search warrant which resulted in the recovery of the stolen motorcycle. Dozens of other stolen items were also recovered which appeared to be stolen from construction sites. The suspect was arrested and the investigation into identifying the other victims in underway.
- District 16 Detectives investigated retail theft cases from Walmart and Target. The suspects were identified (Shower Cap Bandits) and it was learned the suspects have been committing retail theft and robberies all over the county. Probable Cause was established for the suspects and their vehicle was located by Detectives and Agents at Walmart. Suspects were taken into custody and provided full confessions. This case was cleared by arrest.
- District 16 Detectives investigated a burglary to a vehicle. The suspect stole the victim’s wallet and utilized the credit cards to commit eight counts of fraud and identify theft. The

suspect, who was recently released from prison, was positively identified and was arrested without incident by the District 16 Street Crimes Unit. This case was cleared by arrest.

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.





TOP ACCIDENT LOCATIONS FOR 12/01/22 – 12/27/22
CASE NUMBER INCIDENTS

LOCATION	CASE NUMBER COUNT
South Jog Road / Forest Hill Boulevard	13
South Jog Road / Lake Worth Road	6
Melaleuca Lane / South Jog Road	5
10th Avenue North / South Jog Road	5
Swain Boulevard / Lake Worth Road	5
South Haverhill Road / Lake Worth Road	5



Department Report

MEETING DATE: January 9th, 2023
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 December 1 through December 31, 2022.

- a. 22-018 Call to Artists Public Art – This RFP was advertised on July 31, 2022 and closed on September 13, 2022 with three (3) proposals received. The Selection Committee meeting was held on October 20, 2022 to discuss, evaluate and rank proposers. City Council approved award to Painted, Inc. at the meeting held on December 19, 2022.
- b. 23-002 Gladiator Lake Drainage Enhancements – This bid was advertised on November 21, 2022 and opens on January 18, 2023.
- c. 23-003 Fence Installation, Maintenance and Repair Services – This bid was advertised on November 13, 2022 and opened on December 13, 2023 with two (2) bidders responding. City staff recommends award to both E. Gomez Construction and Martin Fence Co. for Area A and award to E. Gomez Construction for Areas B and C
- d. 23-004 Printing Services for City Publications – This bid was advertised on November 20, 2022 and opens on December 20, 2023 with one (1) bidder responding. City staff has evaluated the proposal and recommends award to The Printers Printer, Inc. as the lowest responsive and responsible bidder.
- e. Solicitations In Progress – Emergency Operations Center Construction; Fertilizer; and Public Works Fence & Gate.
- f. Training – One training covering Purchasing Procedures and City Purchasing Card Procedures was held for a new employee.

DEPARTMENT ACTIVITY

ACTIVITY	CURRENT PERIOD	FY 2023 YTD
Purchase Orders Issued	34	251
Purchase Order Amounts	\$ 513,556.39	\$ 31,005,960.39
Solicitations Issued	2	8
Solicitations in Progress	3	3
Central Store Requests	3	19
Contracts Managed	60	60
Purchasing Card Purchases	222	688
Purchasing Card Transactions	\$ 26,154.72	\$ 96,918.89
No. of Training Sessions Conducted	1	1
Towing Revenue	\$ 6,901.00	\$ 6,901.00



Youth Programs Department Monthly Report

MEETING DATE: January 9, 2023

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: December 2022 Department Report

PROGRAMMING

- Fifteen (15) days of after-school provided and transportation from six (6) schools within City limits
- Five (5) days of Winter Camp programming from 7:30 a.m.-5:30 p.m.

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2023 TO DATE	FY 2023 BUDGET
# of Participants	58	87	150
# of Participants in Sierra Club ICO	0	10	25
# of Licenses Coordinated	1	1	1
# of MOU's Coordinated	1	2	6
# of Part.'s in Teen Advisory Council (TAC)	5	5	7
# of Part.'s in TOP Program	40	40	15
# of Part.'s in Garden Club	24	19	20
# of Presidential Volunteer Service Hours	567	7,762	8,000

FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2023 TO DATE	FY 2023 BUDGET
Early Learning Coalition	\$10,310.26	\$19,602.10	\$316,817
Parent & Registration Fees	\$5,762.00	\$19,075.94	\$185,419
Youth Services Department SEL Grant	\$7,700.80	\$7,700.80	\$77,000
Textile Funds	-	-	\$18,000
Youth Services Summer Camp Program	-	-	\$26,000
Community Foundation Grant (Summer)	-	-	-

C.A.R.E.S REPORT

- Throughout the month of December, the CARES program participated in Garden Club which is hosted by the Oleander Garden Club where the youth participate in maintaining the garden and an aquaponic tank. The youth participate in planting seeds, weeding weeds, trimming plants, and various other tasks.
- For the last week of school before Winter Break the CARES program was able to give out toys to its yellow and green teams (k-3rd) that CRS received as a donation from Bingo Magic and the Pine Ridge Women's Club.

TEEN PROGRAMS REPORT

- Our Teens manned Santa's Tent and a fundraising tent at the city's Holiday in the Park event on December 3rd, 2022.
- On December 10th three Teen Advisory Members were invited to attend a tour behind the scenes of the Miami Zoo, sponsored by Prime Time's STEAM Program. They were able to meet Zoo nutritionists, Zoo Medical staff, as well as the Zoo's agricultural staff. In addition, they were able to walk around the Zoo to see all the animals.
- On December 20th the teens hosted a Holiday themed movie night for their peers as a community service project for T.O.P. They served pizza, goodie bags, played bingo, and showed the movie Elf. Twenty-five participants signed up for the event.