

*Baytree Community
Development District*

Workshop Meeting Agenda

July 11, 2023

AGENDA

Baytree
Community Development District

Workshop Meeting Agenda

Tuesday
July 11, 2023
10:00 a.m.

Baytree National Golf Links
8207 National Drive
Melbourne, Florida

1. Roll Call
2. Discussion of Roadway Sealing
3. Discussion of Pool Deck Resurfacing
4. Discussion of Updated Janitorial Services Proposal from Coverall
5. Discussion of Ethics Training Memorandum from District Counsel
6. Supervisor's Requests
7. Public Comment Period
8. Adjournment

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SECTION IV



FRANCHISED BUSINESS SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Office Cleaners LLC, an independent Coverall North America, Inc. ("COVERALL") Franchised Business ("FRANCHISED BUSINESS") for specified cleaning services, and the parties agree that the FRANCHISED BUSINESS will supply Coverall® System Services for CUSTOMER's premises located at:

- Customer: BayTree/CCD
- Street Address: 8207 National Drive.
- City, State, Zip: Melbourne, Fla. 32940

Upon the following terms:

1. Monthly Service Charge:

**\$661.00 per month, plus taxes, if applicable; to include 3x time(s) per week service. Initial _____

** Increase due to cost of living, chemicals, materials and purchased of compsumable goods.

Service Days:

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that all COVERALL® System Services will be performed by FRANCHISED BUSINESS. FRANCHISED BUSINESS has successfully completed COVERALL's Training Program and has insurance and a janitorial bond.
3. Included in the Service Charge will be service, cleaning supplies, and any equipment, which will be furnished by FRANCHISED BUSINESS. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse FRANCHISED BUSINESS the amount of any such taxes if paid by FRANCHISED BUSINESS on CUSTOMER's behalf.
4. All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by the FRANCHISED BUSINESS. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.
5. Additional services, not included in FRANCHISED BUSINESS's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	Charge	Area	Square Footage
a.	\$		
b.	\$		
c.	\$		
d.	\$		
e.	\$		

Additional services accepted by: _____
Signature

6. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.
- (b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER's notice under this ¶6(b) concerns service issues, the CUSTOMER shall permit the FRANCHISED BUSINESS access to the premises during the Cure Period to cure the service issue; and shall also accompany the FRANCHISED BUSINESS on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle FRANCHISED BUSINESS to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, FRANCHISED BUSINESS may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise FRANCHISED BUSINESS accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made.
8. CUSTOMER agrees that it will not employ or contract with any of FRANCHISED BUSINESS's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without FRANCHISED BUSINESS'S written consent.
9. COVERALL will bill CUSTOMER monthly on behalf of the FRANCHISED BUSINESS. CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's and the FRANCHISED BUSINESS's attorney's fees and costs for collection.
10. Services shall be performed as stated in the Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
11. If "Additional Special Services" are included in the Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
12. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.
13. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by FRANCHISED BUSINESS and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to FRANCHISED BUSINESS becomes a part of this Service Agreement, and FRANCHISED BUSINESS shall not be bound by any such terms and conditions.
14. This Service Agreement may be assigned by the FRANCHISED BUSINESS to COVERALL; and shall be automatically assigned to COVERALL upon (a) termination of FRANCHISED BUSINESS's Janitorial Franchise Agreement for any reason; (b) expiration of the Janitorial Franchise Agreement; or (c) unsatisfactory service to the CUSTOMER that is not timely cured by FRANCHISED BUSINESS.

CUSTOMER: BayTree/CCD

FRANCHISED BUSINESS: Office Cleaners, LLC

Signature and Date

Signature and Date

Jeremy Leburn

Print Name and Title, Its Authorized Representative

James Hunter, Franchise Business Owner

Print Name and Title, Its Authorized Representative

Email Address

Service Start Date

Please email or fax signed contract to:

MODIFIED WORK SCHEDULE
COVERALL CLEANING CONCEPTS' *work schedule:*

<u>Category/Service</u>	<u>How often? 3x a wk</u>
GENERAL CLEANING OFFICES, ENTRANCES, RECEPTION AREAS, HALLWAYS, PATIENT ROOMS, LOBBY AREAS.	
Dust and clean using disinfecting all purpose spray and glass cleaner all fixtures and office furniture including file cabinets, desks, credenzas, counter tops. Pick up loose debris and maintain pool area clean.	
Comments _____	3 times week
Spot clean doors, frames, walls and switches with disinfecting all-purpose spray cleaner.	
Comments _____	3 times week
Empty all wastepaper receptacles and take trash to a designated area. Including garbage in pool area and tennis courts.	
Comments _____	3 times week
Wipe all internal partition glass and entrance glass of smudges and fingerprints, using disinfecting glass cleaner, if applicable.	
Comments _____	3 times week
Clean and sanitize drinking fountains / water coolers using disinfecting all-purpose spray cleaner, if applicable.	
Comments _____	3 times week
Clean and sanitize all telephones using disinfecting all purpose spray cleaner.	
Comments _____	3 times week
Wipe down or vacuum baseboards.	
Comments _____	1 times month
Vacuum fabric covered furnishings. Wipe other furniture using disinfecting all-purpose spray cleaner.	
Comments _____	3 times week
Clean and disinfect all chrome chairs, tables, lobby furniture, countertops using disinfecting all-purpose spray cleaner.	
Comments _____	3 times week
Dust all high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting with electrostatic dusting cloths.	
Comments _____	1 times month

Dust blinds, sills, jams, light fixtures, ceiling vents and picture frames with electrostatic dusting cloths.

Comments _____ **1** times **month**

FLOOR MAINTENANCE

Vacuum with approved backpack units and remove fresh spots from all carpeted areas using approved disinfectants and encapsulating carpet spotting tools.

Comments _____ **3** times **week**

Dust mop LVCT and resilient floor areas.

3 times **week**

Mop all hard surface floor areas using disinfecting finished floor cleaner.

Comments _____ **3** times **week**

KITCHEN/LUNCH EATING AREA

All kitchen counters, cabinet fronts, tables and sinks cleaned with disinfecting all purpose spray and glass cleaner.

Comments _____ **3** times **week**

Clean and disinfect exterior of appliances using disinfecting all purpose spray and glass cleaner.

Comments _____ **3** times **week**

Restock kitchen paper and soap products.

Comments _____ **3** times **week**

Clean microwaves inside and outside using disinfecting all purpose spray and glass cleaner and wipe inside with clean cloth and water to remove any disinfectant residue.

Comments _____ **3** times **week**

RESTROOMS

Clean and polish all dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops using disinfecting restroom cleaner. Remove bugs, cobwebs & sweep in front of outside bathrooms.

Comments _____ **3** times **week**

Spot clean walls and toilet partitions with disinfecting all purpose spray cleaner. If applicable.

Comments _____ **3** times **week**

Mop all hard surface floor areas using disinfecting finished floor cleaner.

Comments _____ **3 times week**

Polish all metal and mirrors using disinfecting all purpose spray and glass cleaner.

Comments _____ **3 times week**

Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products.

Comments _____ **3 times week**

SPECIAL FLOOR CARE SERVICES

Spray buff floors _____ times wk/month/year

Machine scrub floors _____ times wk/month/year

Burnish floors _____ times wk/month/year

Scrub & Recoat floors _____ times wk/month/year

Strip & Wax floors _____ times wk/month/year

Carpets Shampooed/Steam Cleaned _____ times wk/month/year

Bonnet Carpets _____ times wk/month/year

ADDITIONAL DUTIES

_____ times a week

_____ times week

_____ times week/month

_____ times week/month

_____ times week/month

CLOSING INSTRUCTIONS

Clean and organize janitor closet **3 times week**

Turn off lights as instructed **3 times week**

Lock doors and windows as instructed **3 times week**

Set alarms as instructed **3 times week**

SECTION V

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: June 6, 2023

RE: Required Ethics Training

On May 24, 2023, the Governor signed CS/HB 199 into law as Chapter 2023-121, Laws of Florida. Section 112.3142, Florida Statutes, requires that specified constitutional officers, elected municipal officers, and commissioners complete four (4) hours of ethics training annually. This requirement is noted on page 1 of the Form 1, Statement of Financial Interests. This legislation provides that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are now required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws. The legislation specifically provides that this training requirement may be satisfied by completing a continuing legal education class or other continuing professional education class or seminar if the required subject matter is covered therein.

For current supervisors and officers, it is recommended that this training requirement be completed by July 1, 2024, so that the supervisor or officer can verify compliance with the required training on his or her Form 1, Statement of Financial Interests (2023). Elected local officers of independent special districts that assume office on or before March 31st must complete annual ethics training by December 31st of the year the term begins; however, if the term starts after March 31st, the officer is not required to complete the required ethics training until December 31st of the following year. The Legislature intends for those elected officers to receive the required training as close as possible to the date that he or she assumes office. The chart below can be used as a reference:

Date elected or appointed	Annual Training Completed By
Current Officer/Supervisor	December 31, 2024 (recommend completion by July 1, 2024)
January 1 – March 31, 2024	December 31, 2024
April 1 – December 31, 2024	December 31, 2025

The legislation also amends Section 112.313(a), Florida Statutes, clarifying the conflicts exception for public officers or employees of water control districts (Chapter 298, Florida Statutes)

or a special tax districts created by general (i.e. community development districts) or special law and which is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the district has jurisdiction. Employment with or entering into a contractual relationship with a business entity is not prohibited and is not deemed a conflict per se; however, conduct by such officer or employee that is prohibited by or otherwise frustrates the intent of Section 112.313(7), Florida Statutes, including conduct that violates subsections (6) (misuse of public position) and (8) (disclosure of information not otherwise available to the public for personal benefit) thereof is deemed an impermissible conflict of interest.

For convenience, we have included a copy of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. You can expect our traditional legislative memorandum in the coming weeks, where we will summarize other legislation from the 2023 Legislative Session relevant to special districts.

CHAPTER 2023-121

Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency is shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is ~~shall be~~ deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, and elected local officers of independent special districts.—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

~~(f)(e)~~ The Legislature intends that a constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.