



***The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow
Together***

**CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
335 SW 2ND AVENUE, SOUTH BAY FL 33493**

**TUESDAY, AUGUST 21 2018
7:00 P.M.**

www.southbaycity.com

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:	Joe Kyles Sr.
Vice Mayor:	John Wilson
Commissioner:	Esther Berry
Commissioner:	Taranza McKelvin
Commissioner:	Betty Barnard
City Manager:	Leondrae D. Camel
City Attorney:	Burnadette Norris-Weeks
City Clerk:	Jessica Figueroa

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not, however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity For The Public To Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION, MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting. Please silence all cell phones and pagers.

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

**AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
AUGUST 21, 2018 @ 6:30 P.M.**

*South Bay, the Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together*

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3a. Agenda Items – August 21, 2018**
- 4. ADJOURNMENT**

AGENDA
CITY OF SOUTH BAY, FLORIDA
REGULAR CITY MEETING
CITY COMMISSION CHAMBERS
AUGUST 21, 2018 @ 7:00 P.M.

*South Bay, the Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together*

.....
NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.
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1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**

2. **DISCLOSURE OF VOTING CONFLICTS**

3. **PRESENTATIONS/PROCLAMATIONS**

4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**

6a. **RESOLUTION 36-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMENDMENT NO. 002 TO THE AGREEMENT (R2016-0567) BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

6b. **RESOLUTION 37-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMENDMENT NUMBER ONE TO THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION 38-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACKNOWLEDGING THE 2018 SOUTH BAY COMMUNITY INPUT SURVEY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION 39-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND XEROX CORPORATION FOR THE LEASING OF ONE COPIER FOR CITY HALL; PROVIDING FOR AN EFFECTIVE DATE.

6c. RESOLUTION 40-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

RESOLUTION NO. 36- 2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMENDMENT NO. 002 TO THE AGREEMENT (R2016-0567) BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Palm Beach County ("County") entered into an Agreement (R2016-0567) with the City of South Bay ("City") on May 3, 2016. This Agreement was amended on December 5, 2017 (Amendment 001), to provide Four Hundred Fifty-Six Thousand One Hundred One Dollars (\$456,101.00) of Community Development Block Grant ("CDBG") funding for project design and construction improvements to Cox Park and Tanner Park; and

WHEREAS, the County and City desire to revise the Agreement to, among other things, provide Three Hundred Thirty-Five Thousand Dollars (\$335,000.00) in additional funding for the project through the County's FY 2018/2019 CDBG allocation, and modify both the project completion date and certain performance requirements associated with the project; and

WHEREAS, the Amendment provides that the County will provide a CDBG funding allocation of Seven Hundred Ninety-One Thousand One Hundred One Dollars (\$791,101.00) with a new project completion date of June 30, 2019; and

WHEREAS, the City acknowledges that it will contribute One Hundred and Twenty Thousand Dollars (\$120,000.00) towards playground equipment/installation for park improvements; and

WHEREAS, the City finds that the execution of Amendment No. 002 would be in the best interests of the residents of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached Amendment No. 002 to the Agreement (R2016-0567), between the City of South Bay and Palm Beach County, related to the Community Economic Development Block Grant award, attached hereto as Exhibit "A", and take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. **Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st of August 2018.

Joe Kyles, Mayor

Moved by: _____

Seconded by: _____

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**AMENDMENT 002 TO THE AGREEMENT
WITH
CITY OF SOUTH BAY**

Amendment 002 entered into on October 1, 2018 by and between Palm Beach County and the City of South Bay.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2016-0567) with the City of South Bay on May 3, 2016, as amended by Amendment 001 (R2017-1816) on December 5, 2017, to provide \$456,101 of Community Development Block Grant (CDBG) funds for project design and construction improvements to Cox Park and Tanner Park; and

WHEREAS, the County wishes to revise the Agreement to, among other things, provide \$335,000 in additional funding for the project through the County's FY 2018/2019 CDBG allocation, and modify both the project completion date and performance requirements associated with the project; and

WHEREAS, both parties desire to further amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 6: MAXIMUM COMPENSATION

Replace the original allocation of "\$456,101" with "\$791,101" and replace the project completion date of "December 31, 2018" with "June 30, 2019", and add the following to the end of this Section:

1. The Municipality acknowledges that it will contribute \$120,000 towards the playground equipment and/or installation of the park improvements.
2. The Municipality acknowledges that the additional \$335,000 contained herein is funded from the County's FY 2018/2019 CDBG allocation, effective October 1, 2018, and will be available following the County's completion of its required administrative functions pursuant to the FY 2018/2019 CDBG award. The County shall notify the Municipality when this additional funding is available for expenditure.

C. SECTION 7: TIME OF PERFORMANCE

Replace the project completion date of "December 31, 2018" with "June 30, 2019".

D. SECTION 10: NON-DISCRIMINATION

Delete this Section and replace it with the following:

SECTION 10: CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

"The Municipality acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of this Agreement, including any renewals thereof, all of its employees are treated equally during employment with regard to race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered cause for termination of this Agreement.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement".

E. EXHIBIT A – WORK PROGRAM NARRATIVE

Delete "EXHIBIT A" in its entirety and replace it with "EXHIBIT A-1".

F. EXHIBIT A – MONTHLY PERFORMANCE REPORT

Delete "EXHIBIT B" in its entirety and replace it with "EXHIBIT B-1".

Except as modified by this Amendment 002, and previously by Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)

CITY OF SOUTH BAY

By: _____
Joe Kyles, Mayor

By: _____
Jessica Figueroa, City Clerk

By: _____
Attorney for Municipality (Optional)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
for its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Sustainability

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

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EXHIBIT "A - 1"
WORK PROGRAM NARRATIVE

1. MUNICIPALITY OBLIGATIONS:

- A. PROFESSIONAL SERVICES:** The Municipality, using its own resources, shall retain an engineering consultant (a Florida Licensed Professional Engineer) to provide design services to create plans and specifications for the improvements to Cox Park and Tanner Park. Additionally, the Municipality and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the competency to do so. All costs associated with the above services shall be paid for by the Municipality from sources other than the CDBG funds provided under this agreement.

- B. PROJECT SCOPE:** The scope of the project shall be as follows:

I. Proposed Scope of Work: Cox Park

Improvements, subject to the availability of funds, may include, but not be limited to the following items listed below. Work items typical of these types of projects are deemed eligible expenses.

- o Restroom painting and door replacement
- o Resurface/restripe basketball courts
- o New equipment for basketball courts
- o New playground equipment
- o BBQ grilles, benches and litter receptacles
- o Sidewalk and grading improvements
- o Gazebo
- o Fencing

II. Proposed Scope of Work: Tanner Park

Improvements, subject to the availability of funds, may include, but not be limited to the following items listed below. Work items typical of these types of projects are deemed eligible expenses.

- o Community Center exterior safety improvements
- o Resurface/restripe basketball and tennis courts
- o New equipment for tennis and basketball courts
- o New playground equipment
- o Restroom building renovations including ADA compliance
- o Fencing
- o Benches and litter receptacles
- o Gazebos(s)
- o Grading improvements and sidewalks

Following the bid process, the Municipality shall submit to HES a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Municipality's first reimbursement, HES shall review the Municipality's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County.

The Municipality shall inform HES of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Municipality in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Municipality shall be responsible for all costs of mitigation.

The Municipality shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Municipality shall also acknowledge the County's participation whenever the situation presents itself.

The Municipality further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with this Agreement's requirements and shall make the final determination in the Municipality's compliance with applicable regulations governing the CDBG funding of this project.

- C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.

- D. **DAVIS-BACON AND RELATED ACTS (DBRA):**
The Municipality has requested from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project. PRIOR to contract award, the Municipality shall obtain an updated DBRA Wage Decision from the County. The Municipality shall incorporate a copy of the updated DBRA Wage Decision and the Requirements for Federally Funded Projects as part of the construction contract. The Municipality shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Municipality shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Municipality shall certify, at the time they request a reimbursement from HES that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Municipality staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Municipality shall submit a copy of the reviewed payrolls from the contractor and any subcontractors at the time each reimbursement request is submitted to HES.

The Municipality shall certify, at the time they request final reimbursement from HES that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Municipality staff, and shall certify to HES that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

HES may monitor the Municipality, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

As part of the County's commitment to assist the Municipality and its contractors/subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the County may establish a Labor Compliance Reporting System ("LCRS") for this project. Upon implementation of the LCRS by the County, the Municipality's contractors and sub-contractors will no longer be required to submit paper copies of fringe benefits statements, weekly certified payroll reports and/or work performed reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS will be an online system and shall be available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents.

- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$150,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$150,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$150,000, or less.

- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Municipality shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Municipality shall certify to HES that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Municipality prior to releasing retainage/final payment.

- G. **MONTHLY PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be June 30, 2019.

Award Contract by:	October 2018
Start Construction by:	November 2018
50% of Funds Expended by:	February 2019
Complete Construction by:	April 2019
Submit Final Reimbursement no later than:	May 2019
100% of Funds Expended by:	June 2019

NOTE: 100% of these CDBG funds awarded must be expended by June 30, 2019 and all necessary reimbursement documentation to meet this expenditure requirement must be submitted to HES, no later than May 31, 2019.

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Municipality shall request, in writing, that the dates used as performance requirement listed above be revised/amended. The County Administrator, or his/her designee may, at their sole discretion, revise/amend the performance dates via written notification to the Municipality. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.

- H. **REPORTS:** The Municipality shall submit to HES a detailed Monthly Performance Report in the form provided as Exhibit "B-1" to this Agreement, or other form as may be required by HES. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by HES to assess the Municipality's progress in implementing the project.
- I. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Municipality shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
 - (2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
 - (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

- J. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at HES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to investigate existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Municipality must consider in the design and implementation of the project. The Municipality acknowledges receipt of the letter dated December 14, 2017, detailing the results of the ER. Where applicable, the Municipality shall submit to HES a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emulating from the completion of the ER.

The installation of improvements contained in this Agreement shall not begin until the results of the ER have been conveyed to the Municipality and the County has received a Release of Funds from HUD.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform HES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to HES approval, shall be incorporated in order to proceed with the project. The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A.** Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$791,101. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B.** County shall not provide any funding for the consulting and/or construction work until the Municipality provides documentation showing that Municipality's procurement of the consulting and/or construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C.** Provide technical assistance to the Municipality when requested.
- D.** Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by HES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HES on program activities.
- E.** Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:

 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

EXHIBIT "B - 1"
PALM BEACH COUNTY HOUSING & ECONOMIC SUSTAINABILITY

MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: _____
Municipality Name:	City of South Bay
Project Name:	Cox Park/Tanner Park Project
Report Prepared By:	Name _____ Signature _____ Date _____

BUDGETING AND EXPENDITURES

Funds To Be Expended by March 31, 2019: CDBG Funds: \$ _____ Other Funds: \$ _____

Funds To Be Expended by June 30, 2019: CDBG Funds: \$ _____ Other Funds: \$ _____

Amounts Expended to Date:

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 791,101.00	\$	%
Other Funds:	\$	\$	%
Other Funds:	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

I, _____, do hereby certify that the City of South Bay has met all of its Monthly Performance Requirements (Exhibit "A", Paragraph H) referenced in the Agreement during this reporting period.

Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CIREIS
Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

RESOLUTION NO. 37- 2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMENDMENT NUMBER ONE TO THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 28, 2016 the State of Florida Department of Transportation ("FDOT") and the City of South Bay ("City") entered into an Economic Development Transportation Project Fund Agreement ("Agreement") wherein FDOT agreed to provide certain improvements in connection with Financial Management number 439408-3-54-01 for Glades Area Street Resurfacing and Reconstruction, Phase 3; and

WHEREAS, the parties desire to amend the subject Agreement consistent with the terms set forth in Exhibit "A" hereto; and

WHEREAS, Amendment Number One, attached as Exhibit "A", replaces the Scope of Services related to the Glades Area Street Resurfacing and Reconstruction, Phase 3 for NW 1st Street: from 3rd Avenue to 2nd Avenue; and

WHEREAS, the parties mutually agree that this Amendment is in their best interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached Amendment Number One to the Economic Development Transportation Project Fund Agreement with the Florida Department of Transportation, attached hereto as Exhibit "A", and take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of August 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

DUNS No.: 80-939-7102
CSFA No.: 55.009

Contract No.: G-0G29
FM No: 439408-3-54-01
Vendor No: VF 596-000-429

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF SOUTH BAY
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT
AMENDMENT NUMBER ONE

THIS Amendment, made and entered into this _____ day of _____, 20_____, by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and City of South Bay, 335 SW 2nd Avenue, South Bay, Florida 33493, hereinafter called the AGENCY.

WITNESSETH

WHEREAS, on September 28, 2016 the parties entered into an Economic Development Transportation Project Fund Agreement, hereinafter referred to as the Agreement, wherein the AGENCY agreed to provide certain improvements in connection with Financial Management 439408-3-54-01 for Glades Area Street Resurfacing and Reconstruction, Phase 3 and hereinafter referred to as the Project; and

WHEREAS, the parties hereto desire to amend the Agreement; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend that certain Economic Development Transportation Project Fund dated September 28, 2016 as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The **Exhibit A** of the Agreement Scope of Services/limits and Deliverables, are deleted in its entirety and is amended with **Exhibit A** of this Amendment, attached hereto and made a part hereof.

The CEI classifications of the Agreement shall remain in full force and effect.

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered on September 28, 2016, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this AMENDMENT is executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Amendment by Resolution No. _____, hereto attached.

FDOT

State of Florida, Department of
Transportation

By: _____

Print Name: STACY L. MILLER, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

See attached Encumbrance Form for date
of funding approval by Comptroller

AGENCY

City of South Bay

By: _____

Print
Name: _____

Title: _____

As approved by the Board on:

Attest:

Legal Review:

EXHIBIT "A"
SCOPE OF SERVICES

Financial Management Number: 439408-3-54-01

Glades Area Street Resurfacing and Reconstruction, Phase 3
NW 1st Street: from 3rd Avenue to 2nd Avenue
(All work is within the City's right-of-way)

The Scope of Services for this Project is defined below:

The Project shall consist of replacing the existing Type F curb and gutter to the appropriate longitudinal slope, reconstruct select areas of the roadway exhibiting excessive settlement, milling & resurfacing the existing pavement and ensure proper cross slope, widen a small segment of roadway to match the recently widened portion of NW 1st Street, install new signage and new pavement markings. These improvements will extend into the intersection cross streets of a distance of 25 feet.

DELIVERABLES

Item No.	Description	Unit	Estimated Qty.
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
120-1	REGULAR EXCAVATION	CY	500
145-71	REINFORCEMENT GRID FOR SOIL STABILIZATION	SY	750
160-4	TYPE B STABILIZATION	SY	750
285-70-6	OPTIONAL BASE, BASE GROUP 6	SY	750
327-70-6	MILLING EXISTING ASPHALT, 1-1/2" AVG DEPTH	SY	1508
334-1-11	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	175
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	770
700-1-11	SIGN, F&I	EA	3
700-1-60	SIGN REMOVE SINGLE POST	EA	3
711-15-101	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 6"	LF	800
711-11-231	THERMOPLASTIC, 3'-9', YELLOW, SKIP, 6"	LF	400
711-15-201	THERMOPLASTIC, YELLOW, SOLID, 6"	LF	250
711-11-224	THERMOPLASTIC, WHITE, SOLID, 18"	LF	63

CEI CLASSIFICATIONS

SR. PROJECT ENGINEER
PROJECT ADMINISTRATOR

SR. INSPECTOR

INSPECTOR

INSPECTOR'S AIDE

QUALITY CONTROL (QC) MANAGER

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2

ASPHALT PAVING TECHNICIAN LEVEL 1

ASPHALT PAVING TECHNICIAN LEVEL 2

The City will need written approval from the Department, if deviating, from the Deliverables shown above.

RESOLUTION NO. 38-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACKNOWLEDGING THE 2018 SOUTH BAY COMMUNITY INPUT SURVEY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 2011, the City of South Bay City Commission ("City Commission") has sought to engage the community in strategic planning, a process designed to provide essential information about strengths, weaknesses, opportunities and threats relative to land use, community revitalization, economic development and fiscal priorities; and

WHEREAS, on April 23, 2011, the City Commission initiated and convened a community strategic planning and visioning workshop. Approximately twenty-five (25) participants used the SWOT matrix to identify community strengths, weaknesses, opportunities and threats; and

WHEREAS, the participants identified and prioritized the following issues: Strengths - location and people; Weaknesses - lack of job opportunities and lack of diverse businesses; Opportunities - Inland distribution center and signature event/Bayfest; Threats - Lake Okeechobee breach and access to west area from east coast/infrastructure, transportation; and

WHEREAS, on June 7, 2011, the City Commission adopted Resolution 17-2011, Supporting the Strategic Planning Process for Identifying and Prioritizing Economic Development and Community Revitalization Projects; and

WHEREAS, on July 17, 2012, the City Commission and the community discussed the creation of a seven (7) year master plan with a focus on jobs, community revitalization and economic development; and

WHEREAS, as a data collection component of the strategic planning process, the City Commission approved a Community Input Survey. The survey was designed to obtain input regarding economic development within the next five (5) years; and

WHEREAS, City Commission of the City of South Bay desires to acknowledge the 2018 Community Input Survey for Economic Development.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:**

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Acknowledgment of 2018 Community Input Survey. The City Commission of the City of South Bay hereby acknowledges the 2018 Community Input Survey, attached Exhibit "A". The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of August 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



Community Input Survey Results

CITY COMMISSION

Joe Kyles, Mayor
John Wilson, Vice Mayor
Esther Berry, Treasurer
Betty Barnard
Taranza McKelvin

Leondrae D. Camel,
City Manager

Jessica Figueroa,
City Clerk

Burnadette Norris-Weeks,
City Attorney

August 7, 2018

CITY OF SOUTH BAY
CROSSROADS OF SOUTH FLORIDA

WE ENVISION A SUSTAINABLE ECONOMY

2018 STRATEGIC PLANNING COMMUNITY INPUT SURVEY RESULTS

From Mainstreet To Tallahassee



www.southbaycity.com

South Bay, Florida 33493

Tuesday August 7, 2018

CONTENTS

EXECUTIVE SUMMARY

A. Historical Context **Page 2**

B. Methodology **Page 3**

C. Budget **Page 5**

D. Recommendation **Page 6**

COMMUNITY INPUT SURVEY RESULTS **Page 7**

REFERENCE DOCUMENTATION **Page 11**

EXECUTIVE SUMMARY

HISTORICAL CONTEXT – Community Strategic Planning and Visioning

Since 2011, the City of South Bay Commission has engaged community in strategic planning, as a process to provide essential information about strengths, weaknesses, opportunities and threats relative to land use, community revitalization, economic development and fiscal priorities.

Notably, on April 23, 2011, the City commission initiated and convened the community strategic planning and visioning workshop. Approximately 25 participants used the **SWOT** matrix to identify community **strengths, weaknesses, opportunities** and **threats**. The participants identified and prioritized the following:

Strengths – location and people

Weaknesses – lack of job opportunities and lack of diverse businesses

Opportunities – Inland distribution center and signature event/Bayfest

Threats – Lake Okeechobee breach and access to west area from east coast/infrastructure, transportation

On June 7, 2011, the City commission adopted **Resolution 17, 2011**, namely, **Resolution of the City Commission of the City of South Bay Palm Beach County Florida Supporting the Strategic Planning Process for Identifying and Prioritizing Economic Development and Community Revitalization Projects**. Significantly, on July 17, 2012, the commission and

the community discussed the creation of a 7 year master plan with focus on jobs, community revitalization and economic development.

In collaboration with community stakeholders, local businesses, residents, Palm Beach County League of Cities, Palm Beach County Board of County Commission- west area, Business Development Board, LORE, Palm Beach County School Board –west area and State of Florida legislators, the City of South Bay Commission adopted and submitted Legislative Priorities to the State of Florida Appropriations committee. Notably, the City has received State funding for infrastructure improvement to support quality of life, public safety and economic development.

As a data collection component of the strategic planning process, the City of South Bay commission approved the **Community Input Survey**. The survey was designed to obtain input regarding economic development within the next five years.

METHODOLOGY - Community Input Survey

The methodology means systematic procedures that describe survey purpose, design, sample, data collection procedures, tabulation training, data analysis and results. In this context, methodology is descriptive.

Purpose - To determine community input regarding economic development and related factors, the City commission approved the survey as a data collection instrument.

Survey Design - The commission reviewed and selected nine multiple choice questions and 1 yes or no question.

What is the City's growth and development challenge?

What is the City's greatest asset?

What type of development would you support?

What type of housing do you support?

Which of the following do you support?

What cultural activities do you support?

Which capital improvement should the City prioritize?

Which economic development priority would you support?

What type of restaurant would you support in the City?

Do you support Live Stream commission meetings?

Sample – Sample means postal recipients identified to receive the survey (mailboxes and direct house delivery).

Data collection (mailing procedures dissemination and return)

Survey staff, with summer staff assistance, typed, folded, enveloped and sealed surveys. To ensure return, each mailed envelope included City of South Bay self-addressed envelope. Surveys were grouped according to US postal service instruction. For mailing, survey staff hand delivered sealed surveys to South Bay and Belle Glade post offices.

Surveys were mailed Wednesday May 30 and May 31, 2018) - total mailed (N = 1,223). Please note, of the 1,223 mailed surveys, 114 surveys were returned and calculated in this report. This is a 9% return rate.

Tabulation training - Tuesday June 19, 2018

Prior to survey tabulation, to ensure tabulation integrity and consistency, survey staff participated in Code of Conduct training.

The training guidelines were as follows:

- Bundle returned surveys (15 surveys per bundle),
- Open bundled surveys,
- Assign number to each survey, for example, R1, R2, R3 (R means respondent)
- Use Community Input Tabulation master grid to tally each respondent's survey (refer to Appendix).
- Tally each question category, for example, Q1 selection item 1, 2, 3, 4 or 5, multiple response, no response, comment. **Note** - There were 10 survey questions, however, each question had multiple items.
- Calculate total responses per question selection.
- Calculate percentage of total responses per question selection (surveys returned).
- Use calculator to verify that numbers and percentages are correct (Vickie and Napoleon).
- Initial and date tabulation sheets.

Data analysis means descriptive statistics, numbers and percentages, describe respondents' input.

Results mean survey findings were derived from total number of surveys returned (N = 114).

BUDGET – As an estimate, the survey budget was \$1,400. The Finance Department will provide follow-up documentation.

RECOMMENDATION

As noted in the historical context, the City of South Bay's strategic planning process engages community, stakeholders, commission leadership and management. The process involves measurability, visioning, assessing and planning. As a data collection tool, the **Community Input Survey** provided essential information regarding economic growth and development within the next 5 years. In addition, the **Survey** provides reference perspective for fiduciary accountability, strategic planning and economic sustainability. Therefore, the recommendations are:

- Adequate job opportunities – 47.37%
- Sense of community – 21.93%
- Industrial land use US Hwy 27 North and South – 40.35%
- Single family housing – 45.61%
- Cultural events and entertainment – 63.16%
- Children and youth activities – 40.35%
- Road improvement – 59.65%
- Warehouse distribution center – 35.09%
- Family/buffet style restaurant – 35.96%
- Yes to Live Stream commission meeting – 80.70%

COMMUNITY INPUT SURVEY RESULTS

The percentage responses were as follows:

1. What is the City's growth and development challenge?

*** Adequate job opportunities 47.37 %,**

Housing options 15.79%,

Natural resources 2.63%,

Small town character 7.02%

Adequate recreational options 10.53%

2. What is the City's greatest asset?

Education 16.67%

Natural habitat 8.77

Recreational opportunities 9.65%

***Sense of community 21.93%**

Affordable housing 20.18%

Other -12.28%:

“(Pilot, people, location, Dollar General, Pilot, location, need more job training, help the people of Belle Glade, new businesses coming to South Bay, completing task to improve South Bay, US Hwy 27, good question, nothing, farm-work, being on the crossroads of 2 major highway, South Bay is sitting on a gold mine; it should be thriving with businesses on the major corridor, housing single family development; we are far away yet close to Fort Lauderdale and Miami, main passageway and US 27 corridor)”

3. What type of development would you support?

Commercial - 20.18%

Housing or replacement - 26.32%

***Industrial uses along US HWY 27 North and South - 40.35%**

4. What type of housing do you support?

***Single family - 45.61%**

Apartment - 4.39%

Senior living facilities - 31.58%

5. Which of the following do you support?

Trail activities - 20.18%

***Cultural activities and entertainment - 63.16%**

6. What cultural activities do you support?

Museums/history - 9.65%

Festivals/events - 14.04%

***Children/youth activities - 40.35%**

Veterans' appreciation activities - 1.75%

Music/concerts - 3.51%

Art galleries - no response

Theater performances - 6.14%

7. Which capital improvements should the City prioritize?

***Road improvement - 59.65%**

Resurfacing - 2.63%

Sidewalks - 1.75%

Water and sewer - 2.63%

Parks - 6.14%

Parking - no response

Mark Luther King Blvd/Main Street Development- 2.62%

8. Which economic development priority would you support?

Recreation and tourism - 20.18%

Manufacturing - 14.04%

Construction 14.04%

***Warehouse distribution center - 35.09%**

9. What type of restaurant would you support in the City?

Fast food – 26.32%

***Family/buffet style – 35.96%**

Health food – 2.63%

10. Do you support Live Stream Commission Meetings?

***Yes – 80.70% (Live Stream as of Tuesday July 17, 2018, workshop and meeting)**

No – 13.16%

NOTE: * asterisk means at least 30% or above of the respondents selected item.

REFERENCE DOCUMENTATION

- A. Resolution 17-2011: **RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY FLORIDA SUPPORTING THE STRATEGIC PLANNING PROCESS FOR IDENTIFYING AND PRIORITIZING ECONOMIC DEVELOPMENT AND COMMUNITY REVITALIZATION PROJECTS**
- B. Community input survey (**1,223 surveys mailed**)
- C. Trainee Work Guide
- D. Community Input Master Sheet (N=114 returned surveys)
- E. Budget (copies, postage, additional purchases, i.e., AC replacement power cord, envelopes, printing, other) – **estimation cost \$1, 400**). The Finance Department will provide follow-up information.



2018 STRATEGIC PLANNING

COMMUNITY INPUT SURVEY **ECONOMIC DEVELOPMENT**

Purpose: Through the City of South Bay strategic planning process, the City Commission requests your input regarding Economic Development within the next five (5) years.

Directions: You are kindly asked to complete and return the survey in the enclosed self-addressed stamped envelope. Carefully read and answer each of the following questions by clearly checking the box. Please return the completed survey within the next 10 days. The City Commission will receive the results.

Check ONE answer per question.

1. What is the City's growth and development challenge?

- ☐ Adequate job opportunities
- ☐ Housing options
- ☐ Natural resources
- ☐ Small town character
- ☐ Adequate recreational options

2. What is the City's greatest asset?

- ☐ Education
- ☐ Natural habitat
- ☐ Affordable housing
- ☐ Recreational opportunities
- ☐ Sense of community
- ☐ Other (please specify) _____

3. What type of development would you support?

- ☐ Commercial
- ☐ Housing or replacement housing
- ☐ Industrial uses along US HWY 27 North and South

4. What type of housing do you support?

- ☐ Single Family
- ☐ Apartment
- ☐ Senior living facilities

5. Which of the following do you support?

- ☐ Trail activities
- ☐ Cultural events and entertainment (theater performances, art shows)

6. What cultural activities do you support?

- ☐ Museums/History
- ☐ Festivals/events
- ☐ Children/youth activities
- ☐ Veterans appreciation activities
- ☐ Music/concerts
- ☐ Art galleries
- ☐ Theater performances

7. Which capital improvement should the City prioritize?

- ☐ Road improvement
- ☐ Resurfacing
- ☐ Sidewalks
- ☐ Water and sewer
- ☐ Parks
- ☐ Parking
- ☐ Martin Luther King Blvd/Main Street Development

8. Which economic development priority would you support?

- ☐ Recreation and tourism
- ☐ Manufacturing
- ☐ Construction
- ☐ Warehouse Distribution Center

9. What type of restaurant would you support in the City?

10. Do you support Live Stream Commission Meetings?

- ☐ YES
- ☐ NO

Thank you

Community Input Survey Master Sheet			
Total Number of Surveys Dispursed(TNSD)			Total Number of respondents
1223			114
114			1223
Calculated responses with percentages	Total Number	Percent	Percent from total number of surveys dispursed
Q#1			
What is the City's growth and development challenge?			
Adequate job opportunities	54	47.37%	4.42%
Housing options	18	15.79%	1.47%
Natural Resources	3	2.63%	0.25%
Small town character	8	7.02%	0.65%
Adequate recreational opportunities	12	10.53%	0.98%
Q#2			
What is the City's greatest asset?			
Education	19	16.67%	1.55%
Natural habitat	10	8.77%	0.82%
Recreational opportunities	11	9.65%	0.90%
Sense of community	25	21.93%	2.04%
Affordable Housing	23	20.18%	1.88%
Other(please specify)	14	12.28%	1.14%
Q#3			
What type of development would you support?			
Commercial	23	20.18%	1.88%
Housing or replacement housing	30	26.32%	2.45%
Industrial uses along US HWY 27 North and South	46	40.35%	3.76%
Q#4			
What type of housing do you support?			
Single Family	52	45.61%	4.25%
Apartment	5	4.39%	0.41%
Senior living facilities	36	31.58%	2.94%
Q#5			
Which of the following do you support?			
Trail activities	23	20.18%	1.88%
Cultural events and entertainment	72	63.16%	5.89%
Q#6			
What cultural activities do you support?			
Museums/History	11	9.65%	0.90%
Festivals/Events	16	14.04%	1.31%
Children/Youth Activities	46	40.35%	3.76%
Veterans appreciation activities	2	1.75%	0.16%
Music/Concerts	4	3.51%	0.33%
Art Galleries			
Theater performances	7	6.14%	0.57%
Q#7			
Which capital improvements should the City prioritize?			
Road improvement	68	59.65%	5.56%
Resurfacing	3	2.63%	0.25%
Sidewalks	2	1.75%	0.16%
Water and Sewer	3	2.63%	0.25%
Parks	7	6.14%	0.57%
Parking			
Martin Luther King Blvd/Main Street Development	3	2.63%	0.25%
Q#8			
Which economic development priority would you support?			
Recreation and Tourism	23	20.18%	1.88%
Manufacturing	16	14.04%	1.31%
Construction	16	14.04%	1.31%
Warehouse Distribution Center	40	35.09%	3.27%

Q#9			
What type of restaurant would you support in the City?			
Fast Food	30	26.32%	2.45%
Family/Buffer Style	41	35.96%	3.35%
Health Food	3	2.63%	0.25%
Q#10			
Do you support Live Stream Commission Meetings?			
Yes	92	80.70%	7.52%
No	15	13.16%	1.23%
Multiple Responses			
	131	114.91%	10.71%
No Responses			
	77	67.54%	6.30%
Total number of responses	1,140		

RESOLUTION 39-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND XEROX CORPORATION FOR THE LEASING OF ONE COPIER FOR CITY HALL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of a qualified company to lease a copier from for City Hall; and

WHEREAS, the City followed the purchasing policy and sought three (3) quotes and two (2) quotes were received; and

WHEREAS, Xerox Corporation ("Xerox") is the current provider for copier services for the City and has been for the past five (5) years; and

WHEREAS, Xerox provided the lowest quote of the two quotes received; and

WHEREAS, the City desires to continue its relationship with Xerox by entering into a new forty-eight (48) month Lease Agreement ("Agreement") for the leasing of one (1) Xerox C8045H copier/printer for a monthly lease amount not to exceed One Hundred Seventy-Three and 16/100 Dollars (\$173.16); and

WHEREAS, the lease term shall commence August 31, 2018 and end August 30, 2022; and

WHEREAS, the City Commission of the City of South Bay, Florida finds that entering into a new Lease Agreement with Xerox Corporation for the provision of one (1) Xerox Copier is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager to Execute Agreement. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Lease Agreement between the City of South Bay and Xerox Corporation for the leasing of one (1) Xerox C8045H for a monthly lease amount not to exceed One Hundred Seventy-Three and 16/100 dollars (\$173.16), attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of August 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

XEROX® ALTALINK® COLOR MULTIFUNCTION PRINTER

Smart, Secure and Connected

C8030/C8035/C8045/C8055/C8070



Xerox® AltaLink® C8030/C8035/C8045/C8055/C8070 Color Multifunction Printer

Xerox® AltaLink devices provide new levels of capability and connectivity for mid-size, large workgroups and busy offices. With AltaLink, your extended workforce has instant and secure access to the documents, data and workflows it needs to work faster and more efficiently—from every location and with any device.

SMART AND PRODUCTIVE

You've never seen a multifunction printer like this before. From its tablet-like user interface to its right out-of-the-box mobile-friendly connectivity options, the Xerox® AltaLink C8000 Series is the color multifunction device today's workers have been waiting for.

Optimized for business processes, and easy to manage as a standalone device or as part of an entire fleet, it's designed to enable multitasking and collaboration. Create customized workflows, automate complex tasks, print and scan directly to and from the cloud with services like Box®, Microsoft® OneDrive®, Google Drive™, Dropbox™ and Microsoft Office 365™. Connect any time, from anywhere and any device.

With the touch of a button, you can go to our Xerox App Gallery and download simple, yet powerful, serverless apps to your AltaLink color multifunction printer to increase user productivity and shorten everyday tasks.

Built-in mobile connectivity, including Near Field Communication (NFC) Tap-to-Pair, optional Wi-Fi Direct®, @PrintByXerox, Google Cloud Print™, Xerox® Print Service Plug-in for Android™ and Mopria® provides the time-saving convenience your workforce wants and needs.

POWERFUL AND SCALABLE

Your workgroups operate more efficiently and effectively with AltaLink. Manage, monitor and upgrade your entire fleet with our Embedded Web Server, or provide interactive training and support right from your desktop with our remote user interface.

Fewer maintenance hassles, less IT support, high-capacity paper trays and the ability to print on varying paper sizes add up to increased uptime and greater productivity. Scanning, printing and faxing can be done simultaneously, allowing for multitasking during peak periods—and your choice of finishing options means you can configure your AltaLink device for any work environment and any document type, including booklets, brochures and pamphlets.

BUILT-IN SECURITY

The AltaLink C8000 Series Color Multifunction Printer provides the maximum level of security through our strategic approach to comprehensive security that prevents intrusions and keeps documents and data safe. Our partnerships with McAfee® and Cisco® proactively address risks at the fleet and individual device level.

Multiple layers of security include data encryption, disk overwrite and industry certifications. At the user level, Secure Print holds documents for release until they're ready to be retrieved at the device.

COLOR WHERE IT COUNTS

With high resolution output of 1200 x 2400 dpi, photo-quality color images and crisp text will give your documents clarity and impact. You can also upgrade your AltaLink C8000 Series with the Xerox® EX-c C8000 Print Server Powered by Fiery®, enabling office users to quickly, efficiently and cost effectively print professional-looking documents.

XEROX® CONNECTKEY® TECHNOLOGY—THE NEXUS OF YOUR COMPLETE PRODUCTIVITY ECOSYSTEM

From Xerox—the company that created the modern workplace—we present the next revolution in workplace productivity. With a consistent user experience across a wide range of devices, mobile and cloud connectivity and a growing library of apps to expand functionality, you'll work faster, better and smarter.

Intuitive User Experience

An entirely new—and yet entirely familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

Mobile and Cloud Ready

Instant connectivity to cloud and mobile devices right from the user interface, with access to pre-loaded, cloud hosted services that let you work where, when and how you want.

Benchmark Security

Full multi-level protection for both documents and data, ready to guard against and eliminate emerging threats and meet or exceed regulatory compliance.

Enables Next Generation Services

Work more efficiently and manage resources more effectively. Easy integration of Xerox® Managed Print Services enables remote monitoring of service delivery and consumables, plus remote configuration for even more time savings.

Gateway to New Possibilities

Instantly extend your capabilities with access to the Xerox App Gallery, featuring real world apps designed to optimize digital workflows. Commission our network of partners to design innovative, business-specific solutions.

Find out more about how you'll work smarter at www.connectkey.com.

FINISHING APPLICATIONS



1 Single-Pass Duplex Automatic Document Feeder (DADF) saves time by simultaneously scanning both sides of two-sided documents at up to 139 impressions per minute.

2 Convenience Stapler (optional) staples up to 50 sheets of 20 lb/80 gsm media.

3 Bypass Tray handles up to 100 sheets of 20 lb/80 gsm, also feeds up to 110 lb Cover/300 gsm media.

4 Two 520-sheet adjustable trays (standard with all configurations). Tray 1 handles media sizes up to 11.7 x 17 in./A3 and Tray 2 handles media sizes up to 12 x 18 in./SRA3.

5 Envelope Kit (optional—replaces Tray 1) provides trouble-free feeding of up to 60 envelopes.

6 High-Capacity Tandem Tray Module (optional) brings the total paper capacity up to 3,140 sheets.

7 Four Tray Module (optional with C8030/C8035) holds a total of 2,180 sheets.

8 High-Capacity Feeder (optional) holds 2,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 5,140 sheets.

9 Business Ready (BR) Finisher (optional) gives you advanced finishing functions at a great value.

10 BR Booklet Maker Finisher (optional) provides advanced finishing the capability to create 64-page saddle stitched booklets (2 to 16 sheets).

11 C-Fold/Z-Fold Unit (optional) adds three folds: C-fold, Z-fold and Z-half-fold to the BR Finisher or BR Booklet Maker Finisher.

12 Offset Catch Tray (OCT) (standard on all configurations and included with all finishers).

13 Integrated Office Finisher (optional with C8030/C8035) provides 500-sheet stacking and 50-sheet, single-position stapling.

14 Office Finisher LX (optional with C8030/C8035/C8045/C8055) gives you advanced finishing functions at a great value, and offers optional crease/score and saddle-stitch booklet making capable of 60-page booklets (2 to 15 sheets).

15 Xerox® Integrated RFID Card Reader E1.0 (optional) adds card-based authentication with support for over 90 access cards.

16 Near Field Communication (NFC) Tap-to-Pair allows users to tap their mobile device to the AltaLink C8000 user panel and instantly connect with the MFP.



INTRODUCING MOBILE DEVICE-LIKE TOUCHSCREEN SUPERIORITY

Meet our all-new, 10.1-inch color touchscreen—the user interface that sets a higher standard for customization, ease of use and versatility.

By presenting a familiar “mobile” experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don't like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software smarts helps everyone who interacts with the AltaLink® C8000 Series get more work done, faster. Try our new UI at www.xerox.com/AltaLinkUI.



Xerox® AltaLink® C8030/C8035/C8045/C8055/C8070

Color Multifunction Printer

ConnectKey®
Technology

DEVICE SPECIFICATIONS	AltaLink C8030	AltaLink C8035	AltaLink C8045	AltaLink C8055	AltaLink C8070
Speed (Color/Black-and-white)	Up to 30/30 ppm	Up to 35/35 ppm	Up to 45/45 ppm	Up to 50/55 ppm	Up to 70/70 ppm
Monthly Duty Cycle*	Up to 90,000 pages	Up to 110,000 pages	Up to 200,000 pages	Up to 300,000 pages	Up to 300,000 pages
Hard Drive/Processor/Memory	Minimum 250 GB HDD/Intel® Atom™ Quad Core 1.91 GHz/2 MB Cache/8 GB system memory				
Connectivity	10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Wi-Fi Direct® with optional Xerox® USB Wireless Adapter, NFC Tap-to-Pair				
Optional Controller	Xerox® EX-c C8000 Print Server Powered by Fiery®				
Copy and Print	Resolution Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 2400 dpi				
First copy-out Time (as fast as) (from platen/warmed-up state)	8.1 seconds color/6.7 seconds black and white		7.8 seconds color/6.4 seconds black-and-white	7.2 seconds color/5.7 seconds black-and-white	5.2 seconds color/4.9 seconds black-and-white
First print-out Time (as fast as)	6.5 seconds color/5.3 seconds black-and-white	6.4 seconds color/5.2 seconds black-and-white	6.5 seconds color/5.3 seconds black-and-white	6.0 seconds color/4.7 seconds black-and-white	4.7 seconds color/4.0 seconds black-and-white
Page Description Languages	Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 5c/PCL 6, Optional XML Paper Specification (XPS)				
Paper Input	Standard	Single-Pass Duplex Automatic Document Feeder: 130 sheets; Speed: up to 139 ipm (duplex); Sizes: 3.4 x 4.9 in. to 11.7 x 17 in./85 x 125 mm to 297 x 432 mm			
		Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 19 in./89 x 98 mm to 320 x 483 mm (SEF)			
		Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF)			
		Tray 2: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 12 x 18 in./140 x 182 mm to SRA3 (SEF)			
	Choose One	Four Tray Module (Trays 3 and 4—available with C8030/C8035): 1,040 sheets; 520 sheets each; Custom sizes: 5.5 x 7.2 to 12 x 18 in./140 x 182 mm to SRA3 (SEF)			
		High Capacity Tandem Tray Module: 2,000 sheets; One 867 sheet paper tray and one 1,133 sheet paper tray; Sizes: 8.5 x 11 in./A4			
	Optional	High-Capacity Feeder (HCF): 2,000 sheets; Size 8.5 x 11 in./A4 long edge feed			
		Envelope Tray (replaces Tray 1): Up to 60 envelopes: #10 Commercial, Monarch, DL, C5			
Paper Output/Finishing	Standard	Dual Offset Catch Tray (standard when finishers are not attached): 250 sheets each; Face up Tray: 100 sheets			
	Optional	Integrated Office Finisher (Available with C8030/C8035): 500-sheet stacker, 50 sheets stapled, single-position stapling			
		Office Finisher LX (Available with C8030/C8035/C8045/C8055): 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole punch, optional booklet maker (score, saddle stitch 2 to 15 sheets (60 pages))			
		BR Finisher: 3,000-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching			
		BR Booklet Maker Finisher: 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching plus saddle-stitch booklet making (2 to 16 sheets, 64 pages) and V-folding			
		C-Fold/Z-Fold Unit: Adds Z-folding, Letter Z folding and Letter C-folding to the BR Finisher and BR Booklet Maker Finisher			
		Convenience Stapler: 50-sheet stapling (based on 80 gsm), includes Work Surface			

INTUITIVE USER EXPERIENCE

Customize and Personalize	Site, Function or Workflow Customization with Xerox App Gallery and Xerox® App Studio
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver®, Xerox® Mobile Express Driver®
Xerox® Embedded Web Server	PC or mobile—Status Information, Settings, Device Management, Cloning
Remote Console/Preview	Remote User Interface
Print Features	Print from USB, Sample Set, Saved Job, Booklet Creation, Store and Recall Driver Settings, Scaling, Job Monitoring, Application Defaults, Two-sided Printing, Draft Mode
Scan and Fax	Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-page PDF/XPS/TIFF, Password-protected PDF; Fax Features: Walk up Fax (one line or three-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), Fax dialing, Unified Address Book, Optical Character Recognition (OCR)

MOBILE AND CLOUD READY

Mobile Connectivity	Apple® AirPrint®, Google Cloud Print™ Ready, Xerox® Print Service Plug-in for Android™, Mopria® Print Service Plug-in for Android, NFC, Wi-Fi Direct Printing
Mobile Printing	@PrintByXerox, Xerox® Mobile Print, Xerox® Mobile Print Cloud, Xerox® Mobile Link App; Visit www.xerox.com/officemobileapps for available apps.
Cloud Connectivity	Print from/Scan to Google Drive™, Microsoft® OneDrive®, Dropbox™, Microsoft Office 365™, Box®, Xerox® DocuShare® and more.

BENCHMARK SECURITY

Network Security	IPsec, HTTPS, SFTP and Encrypted Email, Network Authentication, SNMPv3, SHA-256 Hash Message Authentication, SSL, TLS, Security Certificates, Automatic Self-signed Certificate, Cisco® Identity Services Engine (ISE) integration
Device Access	Firmware Verification, User Access and Internal Firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enablement Kit (CAC/PIV.NET), Xerox® Integrated RFID Card Reader E1.0
Data Protection	Encrypted Hard Disk (AES 256 bit, FIPS 140-2, Validated) and Image Overwrite, McAfee® ePolicy Orchestrator®, McAfee Integrity Control, Whitelisting, Job Level Encryption via HTTPS and Drivers
Document Security	Common Criteria Certification (ISO 15408), Encrypted Secure Print, FIPS Encrypted Print Drivers

ENABLES NEXT GENERATION SERVICES

Print Management	Xerox® Print Management and Mobility Suite, Configuration Cloning, Xerox® Standard Accounting, Equitrac, Y Soft, PaperCut and more partner solutions
Managing Print	Xerox® Device Manager, Xerox® Support Assistance, Auto Meter Read, Managed Print Services Tools
Sustainability	Cisco EnergyWise®, Print User ID on Margins, Earth Smart Print Settings

GATEWAY TO NEW POSSIBILITIES

Cloud Services	Xerox® Easy Translator, Xerox® Healthcare MFP (U.S. only), many additional services available
Xerox App Gallery	Many apps and cloud services available. Visit www.xerox.com/appgallery for a growing selection of apps available for adding functions to the MFP.

* Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.

For more detailed specifications, including the latest certifications, go to www.xerox.com/AltalinkC8000Specs

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AC8BR-01UF



Lease Agreement



Customer: SOUTH BAY, CITY OF

BillTo: CITY OF SOUTH BAY
335 SW 2ND AVE
SOUTH BAY, FL 33493-2225

Install: CITY OF SOUTH BAY
335 SW 2ND AVE
SOUTH BAY, FL 33493-2225

Tax ID#:

Negotiated Contract : 072778900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8045H (XEROX C8045H)	<ul style="list-style-type: none"> - 1 Line Fax - Office Finisher Lx - Scan To Pc Dtp Pro25 - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox 7845PT S/N MX4326201 Trade-In as of Payment 59	8/31/2018

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features
1. C8045H	\$173.16	1: Black and White Impressions	All Prints	\$0.0050	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0450	
Total	\$173.16	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Massih Saadatmand

Phone: (561)996-6751

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Benjamin Miller
(954)830-7205

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

3. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

4. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by

the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

RESOLUTION NO. 40- 2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT") has agreed to enter into a State-Funded Grant Agreement ("Agreement") with the City of South Bay ("City") for a project entitled, Glades Area Street Resurfacing and Reconstruction, Phase 4; and

WHEREAS, FDOT has approved an appropriation to benefit the City of South Bay ("City") in the amount of One Hundred Seventy Thousand Dollars (\$170,000.00) for street resurfacing public right-of-way improvements for certain roadways within the City; and

WHEREAS, the attached Agreement requires completion on or before December 31, 2020; and

WHEREAS, the City Commission of the City of South Bay hereby authorizes the City Manager to execute the State-Funded Grant Agreement attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached State-Funded Grant Agreement with the Florida Department of Transportation for the project entitled, Glades Area Street Resurfacing and Reconstruction, attached hereto as Exhibit "A", and take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. **Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 21st day of August 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

FPN: <u>443363-3-54-01</u>	Fund: <u>EM19</u>	FLAIR Category: _____
	Org Code: <u>55043010404</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>93</u>	Contract No: _____	Vendor No: <u>VF-596-000-429</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and CITY OF SOUTH BAY, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Ch. 2018-9 (LOF) Specific Appropriations 1906A , State Legislative Earmark , (CFSA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Glades Area Street Resurfacing and Reconstruction, Phase 4, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$170,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$170,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "G"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

S25-010-60
PROGRAM MANAGEMENT
01/18

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant 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 from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C", Engineer's Certification of Compliance** is attached and incorporated into this Agreement.
- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: State Financial Assistance (Florida Single Audit Act)
 - Exhibit E: Recipient Resolution
 - *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
 - *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

AGENCY

FDOT

City of South Bay

State of Florida, Department of Transportation

By: _____

By: _____

Print Name: _____

Print Name: STACY L. MILLER, P.E.

Title: _____

Title: Director of Transportation Development

Date: _____

As approved by the Board on:

Legal Review:

Attest: _____

Legal Review:

See attached Encumbrance Form for date of
funding approval by Comptroller

City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES
& DELIVERABLES**

**Financial Management Number: 443363-3-54-01
Glades Areas Street Resurfacing and Reconstruction, Phase 4
NW 1st Street from 2ND Avenue to 1st Avenue**

(All work is within the City’s right-of-way)

The Scope of Services for this Project is defined below:

The Project shall consist of replacing the existing Type F curb and gutter to the appropriate longitudinal slope, reconstruct select areas of the roadway exhibiting excessive settlement, milling & resurfacing the existing pavement and ensure proper cross slope, widen a small segment of roadway to match the recently widened portion of NW 1st Street, install new signage and new pavement markings. These improvements will extend into the intersection cross streets of a distance of 25 feet.

DELIVERABLES

Item No.	Description	Unit	Estimated Qty.
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
120-1	REGULAR EXCAVATION	CY	500
145-71	REINFORCEMENT GRID FOR SOIL STABILIZATION	SY	750
160-4	TYPE B STABILIZATION	SY	750
285-70-6	OPTIONAL BASE, BASE GROUP 6	SY	750
327-70-6	MILLING EXISTING ASPHALT, 1-1/2” AVG DEPTH	SY	1508
334-1-11	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	175
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	770
700-1-11	SIGN, F&I	EA	2
700-1-60	SIGN REMOVE SINGLE POST	EA	2
711-15-101	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 6”	LF	800
711-11-231	THERMOPLASTIC, 3’-9’, YELLOW, SKIP, 6”	LF	400
711-15-201	THERMOPLASTIC, YELLOW, SOLID, 6”	LF	250
711-11-224	THERMOPLASTIC, WHITE, SOLID, 18”	LF	63

CEI CLASSIFICATIONS
SR. PROJECT ENGINEER
PROJECT ADMINISTRATOR
SR. INSPECTOR
INSPECTOR
INSPECTOR'S AIDE
QUALITY CONTROL (QC) MANAGER
EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1
EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2
ASPHALT PAVING TECHNICIAN LEVEL 1
ASPHALT PAVING TECHNICIAN LEVEL 2

The City will need written approval from the Department, if deviating, from the Deliverables shown above.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 2

RECIPIENT NAME & BILLING ADDRESS: <u>CITY OF SOUTH BAY</u> <u>335 SW 2nd AVENUE</u> <u>SOUTH BAY, FLORIDA 33493</u>	FINANCIAL PROJECT NUMBER: <u>443363-3-54-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY2020	FY2021	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 170,000.00	\$ 0.00	\$ 0.00	\$170,000.00
Maximum Department Participation - (Specific Appropriation 1906A of Chapter 2018-9 (LOF))	100% or \$ 170,000.00	or % \$	or % \$	or % \$ 170,000.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

525-010-60
PROGRAM MANAGEMENT
09/17
Page 2 of 2

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$170,000.00	\$0.00	\$0.00	\$170,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

LEOS A. KENNEDY, JR.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-80
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF SOUTH BAY

PROJECT DESCRIPTION: GLADES AREA RESURFACING AND RECONSTRUCTION- PHASE 4

FPID#: 443363-3-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of ____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Specific Appropriation 1906A of Chapter 2018-9 (LOF), (CSFA 55.039)

***Award Amount:** \$170,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry

Betty Barnard

Taranza McKelvin

Leondrae Camel,
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: August 10, 2018
Ref: Weekly check register

Enclosed, please find the summary of check register as of August 10, 2018:

General Fund

- Utility:

Earthlink	\$ 1,299.65
FPL	6,823.73
PBC Water	1,663.91
Comcast	225.23

• CAP Government	5,921.50
• Clarke	1,542.13
• Juan R Morales	2,141.55
• Costal Network	1,500.00
• Marathon	2,132.90
• S. Central Florida	1,701.00
• PBC Sheriff	15,078.00
• Deposit refund	375.00 *
• Purchased of supplies, materials and parts	2,351.10 A
• Payment for various services	1,755.63 B
• Payroll deductions	130.00 C
• Other	6,850.57 D
Total	\$ 51,491.90

Sanitation Fund

Waste Management	\$ 2,239.72
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Capital Project

Edens Construction	\$ 22,876.41
Adron Fence	841.33
Total	\$ 23,717.74

*An equal Opportunity
Affirmative Action Employer

AP Check Register Report

City Of South Bay (CSBFND)

Page 1

8/3/2018 11:57:07 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10993	ALEX DOORS INC	ALEX DOORS INC	8/3/2018	625.00
10994	ALLY	ALLY	8/3/2018	502.52
10995	BELLE GLADE WHOLESAL	BELLE GLADE WHOLESale	8/3/2018	674.89
10996	CLARKE	CLARKE	8/3/2018	983.67
10997	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	8/3/2018	1,500.00
10998	COMCAST	COMCAST	8/3/2018	225.23
10999	DELTACOM 1058	EARTHLINK	8/3/2018	1,299.65
11000	FORD MOTOR CREDIT CC	FORD MOTOR CREDIT COMPANY LLC	8/3/2018	899.74
11001	KINA PHILLIPS	KINA PHILLIPS	8/3/2018	75.00
11002	LAKE HARDWARE	LAKE HARDWARE	8/3/2018	111.56
11003	MCM PAINTS	MCM PAINTS	8/3/2018	8.98
11004	MUTUAL OF OMAHA	MUTUAL OF OMAHA	8/3/2018	733.62
11005	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	8/3/2018	119.48
11006	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	8/3/2018	15,078.00
11007	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	8/3/2018	1,663.91
11008	ROBBIE TIRE	ROBBIE TIRE	8/3/2018	10.00
11009	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	8/3/2018	180.00
11010	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	8/3/2018	116.73
11011	UNITED SITE SERVICES C	UNITED SITE SERVICES OF FLORIDA INC	8/3/2018	227.50
11012	XEROX CORP	XEROX CORPORATION	8/3/2018	7.81

Non-Electronic Transactions: 25,043.29
Total Transactions: 25,043.29

AP Immediate Check Register Report

City Of South Bay (CSBFND)

8/7/2018 9:39:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11013	REXEL	REXEL	8/7/2018	80.00
Totals:			Total Transactions:	80.00

AP Check Register Report

City Of South Bay (CSBFND)

8/9/2018 4:30:07 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11014	ALMA DELIA DEPAZ	ALMA DELIA DEPAZ	8/9/2018	300.00	*
11015	BELLE GLADE CHEVROLI	BELLE GLADE CHEVROLET	8/9/2018	53.63	
11016	CAP GOVERNMENT	CAP GOVERNMENT	8/9/2018	5,921.50	
11017	CLARKE	CLARKE	8/9/2018	558.46	D
11018	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	8/9/2018	44.52	A
11019	EVERGLADES TRADING	EVERGLADES TRADING	8/9/2018	41.45	L
11021	FPL	FPL	8/9/2018	6,823.73	
11022	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	8/9/2018	191.65	A
11023	JIM HOOKS WELDING IN	JIM HOOKS WELDING INC.	8/9/2018	486.90	L
11024	JLH ASSOCIATES	JLH ASSOCIATES	8/9/2018	400.00	B
11025	JUAN ROBERTO MORALE	JUAN ROBERTO MORALES	8/9/2018	2,141.55	
11026	LAKE HARDWARE	LAKE HARDWARE	8/9/2018	111.56	A
11027	LYONS PRINTING	LYONS PRINTING	8/9/2018	40.32	B
11028	MARATHON/MEX BANK	WEX BANK	8/9/2018	2,132.90	
11029	MD NOW MEDICAL CENTI	MD NOW MEDICAL CENTERS	8/9/2018	40.00	D
11030	NEOFUNDS BY NEOPOST	NEOFUNDS BY NEOPOST	8/9/2018	250.00	B
11031	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	8/9/2018	287.91	A
11032	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	8/9/2018	75.47	L
11033	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	8/9/2018	385.08	D
11034	ROBBIE TIRE	ROBBIE TIRE	8/9/2018	15.00	B
11035	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	8/9/2018	130.00	C
11036	SOUTH CENTRAL FLORID	RAMS, INC.	8/9/2018	1,701.00	
11037	THE DIPOLMAT BEACH RI	THE DIPOLMAT BEACH RESORT HOLLYWOOD	8/9/2018	567.00	D
11038	TREASURE COAST FOOT	TREASURE COAST FOOTBALL CONFERENCE	8/9/2018	950.00	L
Non-Electronic Transactions:				23,649.63	
Total Transactions:				23,649.63	

AP Check Register Report
City Of South Bay (CSBFND)

8/10/2018 10:48:27 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11039	THE DIPOLMAT BEACH RI	THE DIPOLMAT BEACH RESORT HOLLYWOOD	8/10/2018	567.00
Non-Electronic Transactions:				567.00
Total Transactions:				567.00

AP Check Register Report

City Of South Bay (CSBFND)

8/10/2018 11:50:58 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11040	THE DIPOLMAT BEACH RI	THE DIPOLMAT BEACH RESORT HOLLYWOOD	8/10/2018	567.00
Non-Electronic Transactions:				567.00
Total Transactions:				567.00

AP Check Register Report
City Of South Bay (CSBFND)

8/10/2018 11:58:15 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11041	THE DIPOLMAT BEACH R	THE DIPOLMAT BEACH RESORT HOLLYWOOD	8/10/2018	756.00
Non-Electronic Transactions:				756.00
Total Transactions:				756.00

AP Immediate Check Register Report
City Of South Bay (CSBFND)

8/10/2018 2:27:11 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11042	REXEL	REXEL	8/10/2018	216.00
11043	LEONDRAE D. CAMEL	LEONDRAE D. CAMEL	8/10/2018	135.98
Totals:			Total Transactions:	351.98

AP Check Register Report

City Of South Bay (CSBFND)

8/13/2018 11:13:11 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11044	BETTY BARNARD	BETTY BARNARD	8/13/2018	159.00
11045	JOE KYLES	JOE KYLES	8/13/2018	159.00
11046	JOHN WILSON	JOHN WILSON	8/13/2018	159.00
Non-Electronic Transactions:				477.00
Total Transactions:				477.00

AP Check Register Report

City Of South Bay (CSBFND)

8/10/2018 3:18:35 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
122	ADRON FENCE	ADRON FENCE COMPANY	8/10/2018	841.33
123	EDENS CONSTRUCTION	EDENS CONSTRUCTION CO., INC.	8/10/2018	22,876.41
Non-Electronic Transactions:				23,717.74
Total Transactions:				23,717.74

AP Check Register Report
City Of South Bay (CSBFND)

8/10/2018 3:34:35 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
171	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	8/10/2018	2,239.72
Non-Electronic Transactions:				2,239.72
Total Transactions:				2,239.72