



***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, OCTOBER 02 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
OCTOBER 02, 2018 @ 6:30 P.M.**

*South Bay, the Crossroads of South Florida,
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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 – October 02, 2018

4. ADJOURNMENT

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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.

- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A WEBSITE-EMAIL PROVIDER AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND CIVICPLUS, INC.; PROVIDING FOR AN EFFECTIVE DATE.

6c. RESOLUTION 51-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRANDANO DISPLAYS, INC. FOR THE PROVISION OF HOLIDAY DECORATIONS INSTALLATION; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Meeting – October 16, 2018

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

City of South Bay
City Workshop
September 18, 2018

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on September 18, 2018 at 6:30 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor Wilson
Commissioner Barnard
Commissioner Esther E. Berry
Commissioner McKelvin

Staff:

Burnadette Norris-Weeks, City Attorney
Leondrae Camel, City Manager
Jessica Figueroa, City Clerk
Massih Saadatmand, Finance Director

Mayor Kyles introduced discussion of the Proposed New Building Fees. *(full discussion/recording available through the City Clerk's Office/City Website)*

The City Manager stated the building department has been working hard to assist residents and business to make improvements. This proposal will provide a fragment of the cost for services within the building department. He also mentioned it is the goal of the City of South Bay Planning, Zoning and Building staff to provide accurate and consistent plan reviews, timely inspections, uniform enforcement of the code, and overall customer service in an objective and helpful manner, using reasonable judgment to assure code compliance with construction projects in South Bay. *(full discussion/recording available through the City Clerk's Office/City Website)*

Current Fees (2010): Plan Review Fee

- Residential Minimal Fee - \$35
- Commercial Minimal Fee - \$50
- Miscellaneous Inspection Fee - \$50

Proposed Fee: Plan Review Fee

- Residential Minimal Fee - \$75
- Commercial Minimal Fee - \$100
- Miscellaneous Inspection Fee - \$75

Current Fees (2010): Re-inspection

- 1st Re-inspection - \$35

- 2nd Re-inspection - \$35 + \$50 Penalty Fee
- 3rd Re-inspection - \$35 + \$75 Penalty Fee
- 4th Re-Inspection - \$35 + \$100 Penalty Fee

Proposed Fee: Re-inspection Fee

- 1st Re-inspection - \$50
- 2nd Re-inspection - \$50 + \$50 Penalty Fee
- 3rd Re-inspection - \$50 + \$75 Penalty Fee
- 4th Re-Inspection - \$50 + \$100 Penalty Fee

Current Fees (2010): Plan Revision (Minor)

- Pre-Permit - No Charge
- Post Permit - \$50.00 per hour (\$50.00 minimum)

Plan Revision (Major):

- Pre-Permit - \$50.00
- Post Permit - \$50.00

Proposed Fee: Plan Revision (Minor)

- Pre-Permit - \$75
- Post Permit - \$75

Plan Revision (Major):

- Pre-Permit - \$75
- Post Permit - \$75

Current Fees (2010): Expired Permits

Permit Renewal:

- 30% of original permit fee for each required 90 day extension
- \$35.00 Minimum

Inspections Only:

- \$50 Permit Fee Plus
- \$35 for each required final inspection

Proposed Fee: Expired Permits

Permit Renewal:

- 50 % of original permit fee for each required 90 day extension
- \$50.00 Minimum

Inspections Only:

- \$75 permit fee plus
- \$50 for each required final inspection
-

Current Fees (2010):

Special Inspection Charge: After hour Inspections and for inspections on the weekends, holidays, and other times which are not your typically business hours.

- \$50 Per Hour
- \$100 Minimum

Proposed Fees:

Special Inspection Charge: After hour Inspections and for inspections on the weekends, holidays, and other times which are not your typically business hours.

- \$225 Minimum

Current Fees (2010):

- Any services not listed or specified in this rate schedule do not preclude the possible need for insurance of building permit and charging a minimum fee for \$50.00.

Proposed Fees:

- Any services not listed or specified in this rate schedule do not preclude the possible need of additional inspections charging a minimum fee of \$65.00.

Current Fees (2010): Certificate of Occupancy/Completion

- 24-hour Notice No Fee
- Less than 24 hour notice - \$100.00
- Fixed Fee: Flood Letter no charge.

Proposed Fees: Certificate of Occupancy/Completion

- \$100 for Residential/\$200 for Commercial
- Less than 24 hour notice - \$150 Residential/\$250 Commercial
- Fixed Fee: Flood Letter - \$75.00

Current Fees (2010):

- Any unproductive inspector trip: Work not ready, no permit card on site, plans not on jobsite, locked-out. No charge stop work order fee (to have work order lifted).
- Any unproductive inspector trip: Work not ready, no permit card on site, plans not on jobsite, locked-out. \$75.00 stop work order fee (to have work order lifted).

Rationale:

- Is to provide for better cost recovery performance and greater operational stability.
- Building permit fee proposal will: Increase average forecast annual revenues by approximately 27%
- Improved cost-recovery performance for alteration, minor and other building permit types.
- Maintain competitiveness with comparator municipalities and mitigate the risks associated with individuals avoiding building permit regulatory processes.
- Provide a service level sustainability through improved reserve fund position over the forecast period.

Next Step:

- Receive input on the proposed building permit fee recommendations from community stakeholders.
- Prepare final report with proposed fees for Commission consideration.
- Commission Adoption.

Mayor Kyles adjourned the City Workshop at 7:00 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa

City of South Bay
Regular City Meeting
September 18, 2018

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on September 18, 2018 at 7:00 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor John Wilson
Commissioner Esther E. Berry
Commissioner Taranza McKelvin
Commissioner Betty Barnard

Staff:

Burnadette Norris-Weeks, City Attorney
Leondrae Camel, City Manager
Jessica Figueroa, City Clerk
Massih Saadatmand, Finance Director

Mayor Kyles called for any voting conflicts; There were none.

Presentation *(full discussion/recording available through the City Clerk's Office/City Website)*

Mayor Kyles introduced Mary Evans, public relations coordinator for the City of Belle Glade. Ms. Evans stated, the Tri-Cities Education Committee decided to do a meet and greet differently than what was done in the past. She said the committee wanted to personally go to each city and introduce the Tri-Cities Education Committee Members, which were:

- Mary Evans
- Co-Chair - Eddie Rhodes
- Mayor Steve Wilson
- Vice-Mayor Clara Murvin
- Allie Biggs
- Mayor Joe Kyles
- Mayor Keith Babbs

She stated the committee was formed as a part of the Glades Tri-Cities Coalition around 2008. She said at that time the commission appointed a commissioner to be over certain committees and at that time Allie Biggs was appointed to be over the education committee. She stated that the education committee has lasted for over 10 years. She gave an overview of the education committee and introduced Palm Beach County School Board Member Marcia Andrews to in turn introduce her staff. Ms. Andrews thanked the commission and the community for supporting her for the next four years. She introduced the New Superintendent Dr. Donald

Fennoy and the New Region Superintendent Angela Moore. School Board Members and staff were also introduced and gave a brief biography. *(full recording/discussion available through the City Clerk's Office/City Website)*

Public Comments

Mayor Kyles called for public comments from Lake Shore A.V.I.D Students Da'Won Brown and Kil'Mari Phillips. He allowed the students to make their public comments while sitting on the dais, along with the City Commission. Ms. Phillips invited the commission to Lake Shore's A.V.I.D open house on October 04, 2018 at 6:00 p.m. Mr. Brown gave a comment on the preventing violence in South Bay by fixing up the streets and demolishing abandon buildings.

Consent Agenda

Mayor Kyles called for approval the consent agenda.

Commissioner McKelvin made a motion to approve the consent agenda, inclusive of City Workshop minutes and Regular City Meeting minutes for September 04, 2018 and Tentative Hearing Budget minutes for September 11, 2018. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

Mayor Kyles called for approval of the regular agenda.

Vice-Mayor Wilson made a motion to approve the regular agenda. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

Resolutions

The City Clerk read Resolution 46-2018 for the record.

Commissioner Barnard made a motion to approve Resolution 46-2018, a resolution of the City Commission of the City of South Bay, Florida, approving a conveyance of property to the city by special warranty deed from pilot travel centers LLC; authorizing the City Manager to take all necessary and expedient action to effectuate the intent of this resolution; providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Future Agenda Item

Commissioner Berry requested an update on the digital signage and a status report on Crossroads Lake Depot and how the city was utilizing the building. She also requested to set a bench mark relating to the Strategic Planning.

Vice-Mayor Wilson requested a business meeting with all the businesses within the City of South Bay, Belle Glade and Pahokee.

Commissioner Comments

Commissioner McKelvin thanked everyone who attended the meeting and for participating their local government.

Commissioner Barnard thanked everyone who attended the meeting and announced that New Bethel AME was doing a voting registration drive within the City of South Bay and the contact person was Shawana King 561-261-7654.

Commissioner Berry thanked everyone who attended the meeting.

Vice-Mayor Wilson thanked everyone who got West Tech back in action. He said that he was an instructor for the carpenter class at West Tech that was no charge on Tuesday's and Thursday's. He also thanked everyone who attended the meeting.

Mayor Kyles thanked the commission and staff for their work that they have done within the City. He also thanked everyone who attended the meeting.

Mayor Kyles adjourned the meeting at 7:53 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa

City of South Bay
Final Budget Hearing Meeting
September 25, 2018

A Final Budget Hearing of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on September 25, 2018 at 7:00 p.m.

Present:

Mayor Joe Kyles
Commissioner Betty Barnard
Commissioner Esther E. Berry
Commissioner Taranza McKelvin

Staff:

City Attorney
Leondrae Camel, City Manager
Jessica Figueroa, City Clerk
Massih Saadatmand, Finance Director

Mayor Kyles called for voting conflicts; There were none. Mayor Kyles also called for public comments; There were none.

Resolutions

The City Clerk read Resolution 47-2018 for the record.

Commissioner Berry made a motion to approve Resolution 47-2018, a Resolution of the City of South Bay, Florida, adopting a final millage rate for the fiscal year commencing October 1, 2018, through September 30, 2019 pursuant to section 200.06, Florida Statutes; Computing the rolled-back rate; Providing for the adoption of representations; Providing instructions to the City Manager; Providing for an effective date. The motion was second by Commissioner Barnard. The vote was unanimously approved.

The City Clerk read Resolution 48-2018 for the record.

Commissioner McKelvin made a motion to approve Resolution 48-2018, a Resolution of the City of South Bay, Florida, adopting the final budget for the fiscal year commencing October 1, 2018, through September 30, 2019, pursuant to Florida Statutes section 200.065; Providing for an effective date. The motion was second by Commissioner Barnard. The vote was unanimously approved.

Commissioner Comments

Mayor Kyles thanked the City Manager, Finance Director, and staff for the wonderful work that was done this year on the budget for FY 2018-2019.

Mayor Kyles adjourned the final budget hearing at 7:09 p.m.

ATTESTED BY:

Joe Kyles, Mayor

Jessica Figueroa, City Clerk

RESOLUTION NO. 49-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. AND THE CITY OF SOUTH BAY FOR THE PROVISION OF MOSQUITO CONTROL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of an independent contractor to provide mosquito control services within the City of South Bay; and

WHEREAS, the City published Request for Proposals (RFP) No. 2018-04 for Mosquito Control Services in the Palm Beach Post on September 05, 2018 and proposals were received up until 2:30 p.m., Friday, September 21, 2018; and

WHEREAS, Clarke Environmental Mosquito Management, Inc. was found to be the sole responsive and responsible proposer; and

WHEREAS, obtaining mosquito control services is necessary in order to control the mosquito population and protect residents from mosquito-borne illnesses such as Zika Virus; and

WHEREAS, the City Manager hereby recommends that the City enter into an agreement with Clarke Environmental Mosquito Management, Inc. for mosquito control services, as more specifically set forth in the 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 hereby authorizes the City Manager to enter into the attached Agreement for the provision of mosquito control services with Clarke Environmental Mosquito Management, Inc., as set forth in Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 2nd day of October, 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)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2018, between:

CITY OF SOUTH BAY
a Florida municipal corporation, hereinafter "CITY,"

and

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT,
INC. a for profit corporation, authorized to do business in the
State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of an independent contractor to perform work related to mosquito control within the City of South Bay.

1.2 CITY is procuring these services because controlling the mosquito population is important to protect the public from mosquito-borne illnesses like West Nile Virus; and

1.3 On October 2, 2018 the City Commission of the City of South Bay adopted Resolution No. 49-2018, thereby awarding a contract and authorizing the CITY officials to enter into an agreement with CONTRACTOR to render services related to the scope of work set forth in Attached Exhibit "A" and Exhibit "B".

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in Attached Exhibit "A" and Exhibit "B."

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twenty (20) days following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.4 None of the work or services under this contract shall be subcontracted beyond that approved by the City in writing.

ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by CITY, and in accordance with a project timeline. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline connected with the Scope of Work.

3.2 It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for mosquito control spraying in the amount of \$35.04 per mile.

4.2 The CITY will make payments to CONTRACTOR for completed and proper work.

4.3 The CONTRACTOR shall guarantee all portions of the work against poor workmanship and faulty materials for a period of thirty days (30) days after final spray.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the City's property. This prohibition applies to; *inter alia*, all sub-consultants and subcontractors, suppliers and labors.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor, if applicable, to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance - as required by law;
- b) Employer's Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on

account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the treatment site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required on this contract.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by the CITY for convenience, upon thirty (30) days written notice or by CONTRACTOR with ninety (90) days written notice. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue until October 01, 2020. This Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term").

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this

Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel, City Manager
335 SW 2nd Avenue
South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Robert Santana, Control Consultant
Clarke Environmental Mosquito Management, Inc.
3036 Michigan Avenue
Kissimmee, FL 34744

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach, County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

(This space intentionally left blank)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Attested

Joe Kyles, Mayor

By: _____
Jessica Figueroa, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Robert Santana, Control Consultant on
behalf CLARKE ENVIRONMENTAL
MOSQUITO MANAGEMENT, INC

ATTEST:

SECRETARY

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

- I. **Ground Ultra Low Volume (ULV) Adult Mosquito Insecticide Applications** – This component of the bid requires your company (subcontractors are not allowed) to treat our neighborhoods from our streets with a truck mounted ULV sprayer driving more than 9 miles per hour. A typical mosquito season will require your company to treat 3,000 spray miles with a truck mounted Ultra Low Volume (ULV) adult mosquito insecticide sprayer. Only "spray" miles shall be considered for payment. If the ULV sprayer of your truck is not applying insecticide while your truck is in motion, the distance your truck travels shall not be counted as a "spray" mile. Each night's application must be completed during the hours of 7:00 p.m. until 10:00 p.m. and will require the use of no less than 1 truck, but your company must have a 2nd truck available to use for extreme events as directed by the City Manager. All ULV treatments will be applied at maximum rate according to the label. Contractor will be required to show proof that ULV sprayer has been calibrated to spray at maximum levels at undisclosed times through the season. The price per spray mile: \$ 35.04. Brand name and chemical name of insecticide to be administered: Anvil/Biomist or synthetic pyrethroid insecticide.

Exhibit "B"

General Specifications and Information:

All treatments, no matter the form, shall be conducted in accordance to all Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), Florida Department of Environmental Protection (DEP), Florida Department of Transportation (FDOT), Florida Department of Agriculture, and all other Federal, State, and local laws, rules, ordinances, statutes, and policies, as well as all product labeling and the Material Safety Data Sheet (MSDS) of all products applied.

Ground and aerial application routes must be documented with GPS equipment, which shall record and map treatment coverage, flight conditions (aerial only), air condition and wind speeds, temperature, and speeds and rates of applications. All reports are due to the City Manager within three business days of the date of the application.

CONTRACTOR agrees to provide the additional services:

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 443-2034
- E. Comprehensive Insurance Coverage naming City of South Bay
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Arbovirus Surveillance.
- B. Weather Monitoring – Operational Forecasts

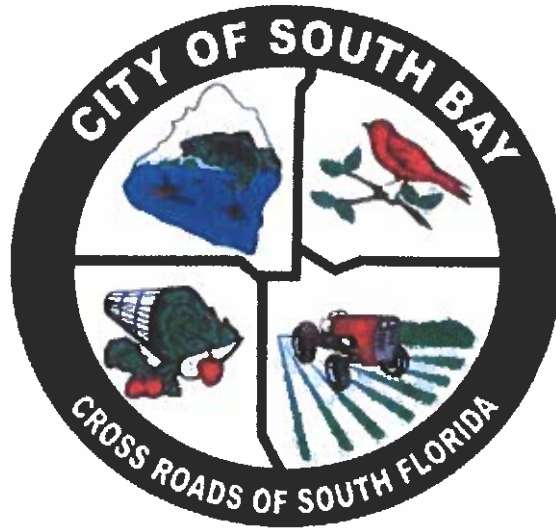
Part III. Larval Control (the following to be added if necessary at a future time.)

- A. Catch Basin Control

Part IV. Adult Control

- A. Adulticiding in Authorized Spray Zones:
 - 1. 10 community-wide truck ULV treatments of up to 19.6 route miles of streets with Anvil® / Biomist® or synthetic pyrethroid insecticide at \$33.99 per route mile/treatment.

- B. Adulticiding Operational Procedures**
- 1. Notification of community contact.**
 - 2. Weather limit monitoring and compliance.**
 - 3. ULV particle size evaluation.**
 - 4. Insecticide dosage and quality control analysis.**



City of South Bay, Florida

**Request for Proposals
for
Mosquito Control Services**

Opening Date and Time: September 21, 2018 @ 2:30 pm

Request for Proposals No. 2018-04

For information, contact:

*Jessica Figueroa, City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Phone: 561-996-6751
Fax: 561-996-7950*

LEGAL ADVERTISEMENT

**City of South Bay
Request for Proposals
Mosquito Control Services
(RFP No. 2018-04)**

The City of South Bay will be accepting sealed proposals (RFP No. 2018-04) for City wide Mosquito Control Services. Proposal Packets outlining the specifications are available from the City of South Bay located at 335 SW 2nd Avenue, South Bay, FL 33493, during regular business hours, or on the City's website at www.southbaycity.com. Sealed proposals must be submitted to the South Bay City Clerk's office no later than 2:00 p.m. on Friday, September 21, 2018. The proposals will be opened and publicly read on September 21, 2018 at 2:30 p.m. at South Bay City Chambers 335 SW 2nd Avenue, South Bay, FL 33493. All interested parties are invited to attend.

Jessica Figueroa
City Clerk

Publish: PBPost – September 05, 2018
Sun – September 06, 2018

INSTRUCTIONS TO BIDDERS
RFP

BID SUBMISSION: The original and 5 copies of the Bid must be delivered in person or by mail to the City of South Bay, Attn: Jessica Figueroa, 335 SW 2nd Avenue, South Bay, FL 33493 *prior* to **2:00 pm, Eastern Standard Time, on Friday, September 21, 2018.** All proposals must be sealed. The face of the envelope containing the proposal shall be clearly marked in large letters the words "South Bay ITB #2018-04".

Bids received after the published deadline shall not be accepted and will be returned unopened. However, the City of South Bay City Commission shall reserve the right to accept Bids received after the posted deadline under the following conditions:

- a) The tardy submission of the Bid appears inadvertent and;
- b) The acceptance of said Bid does not afford any competing firm an unfair advantage in the selection process.

EXCEPTIONS TO INSTRUCTIONS OR CONDITIONS: Bidders taking exception to any part or section of these instructions or conditions shall indicate such exceptions on their Bid. If no exceptions are indicated, it shall be interpreted as the Bidder's intent to fully comply with the specifications as written. Exceptions taken by Bidders may result in exclusion of the Bid for consideration, depending on the extent of the exception(s).

PRINCIPALS/COLLUSION: By submission of this Bid, the undersigned, as Bidder, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the abatement materials to be supplied; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

BID WITHDRAWAL: No Bid can be withdrawn after it has been submitted and received by City of South Bay (COSB) unless the Bidder makes his request in writing to the COSB *prior* to the time set for the opening of Bids, or unless the COSB fails to accept it within sixty (60) days after the date fixed for opening.

BIDDER'S CERTIFICATION: Submission of a signed Bid is Bidder's certification that the Bidder will accept any awards made to him as a result of said submission of the terms contained therein. All Bids shall be firm and valid for thirty (30) days after the Bid opening date.

TAXES: The City of South Bay is exempt from Federal Excise and State of Florida Sales Tax. The City of South Bay's Tax Exemption Certificate Number is 85-8012621692C-4.

OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of South Bay encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer. It is also understood and agreed that each local entity will establish its own contract, be invoiced and make its own payments to the successful bidder in accordance with the terms of the contract established between the local governmental entity and the successful bidder. It is also hereby mutually understood and agreed that The City of South Bay is not a legally bound party to any contractual agreement made between the successful bidder and any local entity other than The City of South Bay.

Additionally, bidders must be aware that, as a tax-supported government agency, The City of South Bay is eligible to purchase items under State of Florida Competitive Bidding Contracts or from any other government

agency utilizing competitive bidding, and may exercise this option if it is in the best interest of the City of South Bay. If a similar product becomes available at a price less than the awarded bid price by at least five percent (5%), the City of South Bay reserves the right to purchase that product in lieu of the bid material.

RELATIONSHIP: It is the intent of the parties hereto that the successful Bidder shall be legally considered as an independent contractor, and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City of South Bay, and that the City of South Bay shall be at no time legally responsible for any negligence on the part of said successful Bidder, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

EXPENSES INCURRED IN PREPARING BID: The City of South Bay accepts no responsibility for any expenses incurred in the Bid preparation or presentation; such expenses are to be borne exclusively by the Bidder.

LOBBYING: All firms are hereby placed on **NOTICE** that the City of South Bay City Commissioners does not wish to be lobbied, either individually or collectively, in reference to this Bid. Firms and their agents are not to contact members of the City of South Bay City Commissioners for such purposes as meetings of introduction, luncheons, dinners, etc.

During the process, **from Bid closing to final Board approval**, no firm or their agent shall contact any other employee of City of South Bay in reference to this Bid, with the exception of the City Clerk or her designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this Bid to the firm.

BID FORM: Each Bidder must sign and submit Bid forms included in this Invitation to Bid.

SINGLE BID: Only one Bid from a legal entity as primary will be considered. A legal entity who submits a Bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subfirm to any other firm submitting under the same Bid. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a subfirm to any other firm or firms submitting under the same Bid. If it is found that a Bidder is in violation of this section, all Bids in which such a Bidder is listed will be rejected.

SIGNATURE OF BIDDER: The Bidder must sign the Bid in the spaces provided for signatures. If the Bidder is an individual, the words "Sole Owner" shall appear after his signature. If the Bidder is a partnership, the word "Partner" shall appear after the signature of one of the partners. If the Bidder is a corporation, the signature required is the Officer(s) or Individual(s) duly authorized by its by-laws or City Commission to bind the corporation with the official corporate seal affixed hereto.

REJECTION OR ACCEPTANCE OF BIDS: The City of South Bay Commission reserves the right to waive any irregularities in any Bid, to reject any or all Bids, to re-solicit for Bids, if desired, and upon recommendation and justification by the City of South Bay to accept the Bid which in the judgment of the City of South Bay is deemed the most advantageous for the public and the City of South Bay.

Any Bid which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be subject to rejection. In the event of default of the successful Bidder, the City of South Bay reserves the right to accept the Bid of any other Bidder or to re-advertise using the same or revised documentation, at its sole discretion.

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity. Florida Statutes Section 287.133 (3) requires that prior to an award of a contract for goods or

services, including building construction contracts in excess of Threshold Category II (\$35,000), a sworn statement shall be submitted.

KEY PERSONNEL: The personnel named in the Bid shall remain responsible throughout the Bid award period. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the City of South Bay.

PROHIBITION OF GIFTS TO EMPLOYEES: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City of South Bay employee or commissioner, as set forth in Chapter 112.3148, Florida Statutes.

LICENSES: The Bidder, at time of Bid, shall possess the correct occupational licenses or other authorizations necessary to supply the abatement materials requested in this Bid package, pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

TERMS OF AWARD: The pricing submitted by the successful Bidder(s) shall be effective for two (2) years beginning on October 01, 2018 and continuing through October 1, 2020 ("Initial Term"). This Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides the other party with ninety (90) days written notice at the end of the Initial Term or any Renewal Term unless terminated earlier pursuant to the contract.

DELIVERY: The Bidder shall state in the space provided on the Bid form a guaranteed maximum delivery time and provide detailed ordering instructions. A current copy of the manufacturer's Material Safety Data Sheet for the item(s) delivered must be included with each shipment.

ADDITIONAL INFORMATION: Questions related to this Bid packet should be directed to:

Jessica Figueroa
South Bay City Clerk
335 SW 2nd Avenue
sbcityclerk@southbaycity.com
(561)996-6751

All questions must be in writing and be received no later than three (3) calendar days prior to the September 21, 2018 Bid acceptance date. Should any questions or responses require revisions to the Proposal Request as originally published, such revisions will be by formal amendment only.

SERVICES PRICE SHEET**Service Description****Ground ULV Truck Applications with GPS Tracking**

Total number of road miles is approximately 19. It is anticipated you may drive 600* miles per City fiscal year.

*Actual mileage may vary dependent upon weather, seasonal anomalies and other conditions beyond our control. (Only "spray" miles shall be considered for payment. If the ULV sprayer of your truck is not applying insecticide, while your truck is in motion, the distance your truck travels shall not be counted as a "spray" mile.)

1.) Brand(s) _____
Chemical Name(s) _____
Application rate(s) _____

per spray mile \$ _____

2.) Brand(s) _____
Chemical Name(s) _____
Application rate(s) _____

per spray mile \$ _____

Aerial ULV Application

*Actual acreage may vary dependent upon weather, seasonal anomalies and other conditions beyond our control.

Brand(s) _____
Chemical Name(s) _____
Application rate(s) _____

per acre \$ _____

Mosquito Breeding Site Inspection per site \$ _____

Larvicide Application per acre \$ _____
(Hand/Backpack/Helicopter)

Sticky Spray Mitigation Barrier per mile \$ _____

These rates will apply to all future treatments in the event of expansion of areas served.

BID SPECIFICATIONS FOR
Ground ULV Truck Application

General: The purpose of these specifications is to describe the abatement material of desired quality. The price quoted shall be the net cost (product, shipping, etc...) to the City. You must submit an EPA approved label and MSDS for all pesticides.

Limits: This proposal shall be effective from October 1, 2018, for two (2) years and continuing through October 1, 2020 ("Initial Term"). This Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides the other party with ninety (90) days written notice at the end of the Initial Term or any Renewal Term unless terminated earlier pursuant to the contract.

The Bidder shall requisition the materials as needed. The proposal shall be for annual ULV treatment per calendar year. The product must be registered with the EPA for mosquito control and registered for use in Florida.

Quality:

Brand _____

Chemical Name(s) _____

Proposal: The undersigned, as Bidder, does declare that this proposal is made in accordance with these specifications, and that no other persons other than the Bidder herein named has any interest in the proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same abatement materials, and is in all other respects fair and without collusion or fraud. The undersigned further declares that he will furnish the necessary materials in accordance with these specifications and the prices stated shall remain in effect throughout the bid period as defined above.

Pricing

Adulticiding in Authorized Spray Zones: 1. Community-wide truck ULV treatments of up to 19 route miles of streets. Along with any additional authorized community ULV treatments.

Must be able to demonstrate the following operational procedures: 1. Notification of community contact. 2. Weather limit monitoring and compliance. 3. ULV particle size evaluation. 4. Insecticide dosage and quality control analysis.

Individual/Partnership/Corporation (strike out word/s not applicable).

Company: _____ By: _____

Email: _____ Phone: _____

Address: _____

Contact Person: _____

Phone No. for Ordering: _____ (attach ordering information, if necessary)



**City of South Bay
Request For Proposals
Bid Project #2018-04
Mosquito Control Services**

Bidder Identification			Read-out Bid Price(s)		Modifications or Comments ¹
Name (a)	City/State or Province (b)	Contact Person/Number (c)	Services (d)	Amount(s) per spray mile (e)	
Clarke Environmental Mosquito Management Inc.	3036 Michigan Avenue Kissimmee, FL 34744	Robert Santana 561-420-9079 rsantana@clarke.com	Biomist 4+4 or Duet	\$35.04 Or \$67.00	

RESOLUTION 50-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A WEBSITE-EMAIL PROVIDER AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND CIVICPLUS, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") desires to enter into an Agreement with CivicPlus, Inc. ("CivicPlus"), for the provision of website design, support, email and related services; and

WHEREAS, the City further desires to upgrade the City's website services and email capabilities to meet ADA compliance and other improvements for the City's email retention; and

WHEREAS, the City Manager has reviewed the accompanying Agreement from CivicPlus, Inc., including all attachments thereto, and finds that Agreement is in the best interest 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 Website Services and Email Licensing Provider Agreement(s) between the City of South Bay and CivicPlus, Inc., and the City of South Bay and NKTechnologies, Inc., attached hereto. 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 2nd day of October 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)



License and Service Agreement

Date: September 12, 2018

Client: City of South Bay, Florida

Client Address: 335 SW 2nd Avenue, South Bay, FL 33493

Phone: 561-996-7950

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, Inc ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Website Statement of Work ("SOW"). Exhibit B – FirstClass Email / Email Archiving Services Licensing Agreement sets forth the terms of the FirstClass hosting engagement between Kannon Communications and Client. Further, this Agreement, including all Exhibits, which are incorporated by reference, supersedes the Client's prior agreement for services with E-City Services and assumed by CivicPlus with its purchase of Virtual Town Hall Holdings, LLC ("Virtual Towns & Schools").

Term and Termination

1. This agreement shall be for a one-year period, starting at signing, and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules. CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Upon completion and delivery of the website to Client, Client will assume full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it,



- c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
- 8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

Billing & Payment Terms

- 9. The Year One Charges to upgrade from the FirstClass platform (\$6,000) are detailed in Exhibit A. The annual hosting and support charges (\$1,575.00) will not change.

The Charges will be invoiced at the completion of the following phases as defined in Exhibit A:

- a. Completion of Phase 1: Website Design-- one half of the Total Year One Charges. To be paid 30 days' from date of invoice.
- b. Completion of Phase 4: User Training – the remaining half of the Year One Charges. To be paid 30 days' from date of invoice.
- 10. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service. The Annual Services fee includes the Annual FirstClass Email Hosting Fee set forth on Exhibit B.
- 11. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
- 12. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
- 13. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

- 14. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

Marketing

- 15. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages.



16. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Liability

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

22. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

23. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public



enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

Miscellaneous

24. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
25. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Millard Rose
Title: _____	Title: Divisional Business Leader
Date: _____	Date: _____



CivicCMS Website Services

Initial Services

Phase 1: Website Design

- **Create Site Homepage Design & Layout**
- **Create Subpage Design & Layout**
- **Modify Design with Client Input until Approved**

Phase 2: Site Implementation

- **Identify Global Navigation, Cascading Navigation, Mega-Menus & Related Links**
- **Implement Design within CivicCMS**
- **Develop Department Landing Pages; Provide CivicCMS best practices**

Phase 3: Full Content Development

- **Migrate all existing webpages & files as identified by Client**
- **Create all new pages to support new content developed by Client**
- **Migrate Full Year 2017 Minutes and 2018 Minutes & Agendas. Prior Minutes & Agendas will be publicly available through Archive hosted on current First Class server (at n/c)**

Phase 4: User Training

- **Up to 6 hours of On-Line user training: Group & Individual sessions**

Phase 5: Website Deployment

- **Final Site Review and Link Checking**
- **Install & Activate related modules**
- **DNS Activities**

Total Project Cost:

\$6,000

Annual Services

Hosting

- **Secure Hosting in domestic data center**
- **Shared Web/SQL Server**
- **Redundant ISP**
- **24/7 Monitored facility**
- **Redundant Power supplies with back-up generator**
- **Daily backups off-site**
- **99.99% Uptime**
- **Intrusion Detection & Prevention**

Support

- **24/7 Emergency Support**
- **Unlimited Standard Users, Up to Two (2) Designated Supported Users**
- **Unlimited User Support, 9am to 5pm, Monday – Friday**
- **Personnel dedicated solely to User Support**
- **Same day response (24 Hour Window)**
- **Online Training Documentation**
- **Monthly User Tutorials**

CMA Application & Modules

- **Annual SLA Usage License**
- **Periodic CMS Upgrades**
- **Core Drupal Upgrades, as Applicable**
- **Periodic Module Upgrades**
- **Install Service Patches, as Applicable**

Total Annual Cost:

No Change

Annual may be pro-rates to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.

Department “Subsites” may be created at an optional cost of \$1,500 per site. This includes unique graphics and navigation, and full content development.

Included in your website package:

- | | |
|--|---|
| - Apache Solr Search Appliance | - Full Content Development prior to going live |
| - Google Analytics for Traffic statistics | - No limit to number of pages you can add over time. |
| - E-Subscriber mail lists | |
| - Online Web Forms | |
| - Online Monthly User Webinars | |

Exhibit B – First Class Email Licensing Agreement (City of South Bay, FL)



36 Brunswick Avenue ■ Gardiner ME
04345
Phone 207.588.5000 ■ Fax 207.588.5055
www.kannoncom.com ■ Toll-free
888.363.7378



Mr. Leondrae Camel
City of South Bay, FL
335 S W 2nd Avenue
South Bay, FL 33493

Services Agreement:

This Agreement is entered into by and between **NKTechnologies, Inc, the parent corporation of Kannon Communications** (hereinafter "NKT"), located at 36 Brunswick Avenue, Gardiner, ME and the **City of South Bay, FL** (hereinafter "Customer"), its administrative office located at 335 SW 2nd Avenue, South Bay, FL 33493.

Whereas, Customer desires to continue to license FirstClass Email Hosting services (hereafter "Hosting") for its municipality and,

Whereas, Customer desires to begin licensing FirstClass Email Archiving Hosting Services (hereafter "Hosting") for its municipality, and

Whereas, NKT provides Hosting for FirstClass Email and Email Archiving and desires to provide Hosting to the Customer; and,

Now, therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

1.0 Term and Renewal.

The renewal term of this Agreement is for 1 year, with option to renew an additional year, as of October 1, 2018. NKT shall provide Hosting and Services/Support according to the terms set forth below.

Assuming neither party is in default, this agreement will be self renewing on a year-to-year basis, according to a schedule of mutually acceptable rates and terms. Each party has the unilateral right to cancel the renewal with notice to the other at least 90 days prior to the renewal date.

2.0 Products and Services.

Kannon Communications (KC), a division of NKTechnologies, Inc (NKT) will provide the following products and services to Customer:

- Hosting for up to 40 FirstClass Email accounts.
- Hosting for up to 40 FirstClass Email Archive accounts. (KC to provide Archive Librarian Services)

Exhibit B – First Class Email Licensing Agreement (City of South Bay, FL)

- Includes email-archive related hosting up to unlimited storage, subject to legal limits.
- Includes provision of enhanced anti-spam and anti-virus protection through a Barracuda firewall
- Monthly webinars on advanced FirstClass topics.
- Telephone & Internet customer support from 9:00AM to 5:00PM, Monday through Friday, Eastern Time, excluding national holidays.
- 24/7 monitoring of email server uptime and performance.

3.0 Provision and Protection of Information.

3.1 Reliance and Indemnification

NKT shall be entitled to rely upon all such information, provided by the Customer, in connection with systems and services to be rendered hereunder. Customer shall indemnify and hold harmless NKT from and against any and all loss, cost, damages, expenses or fees, including reasonable attorney fees, incurred by Customer if all or any portion of such information is found to be untrue, incomplete or misleading in any respect.

4.0 Termination of Contract

4.1 Breach and Notice of Cure

Subject to the provisions of the section entitled "Force Majeure", if either party shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by other party, then affected party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

4.2 Surrender of Property

Upon any termination of this Agreement each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

4.3 Provision for Budgetary Funding

This contract can be terminated by Customer, with written notice to NKT a minimum of 90 days prior to effective date of termination, should funding for Hosting services be eliminated from the Customer annual budget.

5.0 Indemnification

5.1 NKT will defend, indemnify and hold harmless Customer from claims against Customer that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that Customer promptly advises NKT of the existence of such claim. NKT shall have the sole control of the defense and settlement of any such claim. Customer shall have the right, at Customer' expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if NKT is enjoined from the continued provision thereof or of any portion thereof, NKT shall, at its sole expense, either (a) obtain a license from all necessary third parties to permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement,

Exhibit B – First Class Email Licensing Agreement (City of South Bay, FL)

provided that no such replacement or modification shall cause a degradation in functionality or performance.

5.2 Customer will defend, indemnify and hold harmless NKT from any loss, damage, cost or expense NKT may incur as a result of the negligence or willful misconduct of Customer in connection with its performance or failure of performance hereunder or from any claim that Customer' performance hereunder violates or is contrary to any law or regulation.

5.3 In the event a party fails to exercise its duty to defend under any provision of this Section 5.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

6.0 Integration and Modification.

6.1 This instrument contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the parties and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable.

6.2 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

7.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in accordance with the laws of The State of Florida.

8.0 Assignment

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

9.0 Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

10.0 Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties, that this Agreement will be deemed amended by modifying the

Exhibit B – First Class Email Licensing Agreement (City of South Bay, FL)

provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is capable of substantial performance, then it shall be enforceable to the extent permitted by law.

11.0 Payments and Terms of Payments

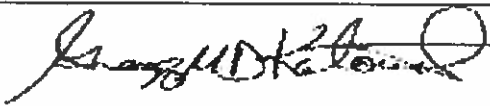
Customer will be invoiced for services as follows. All services will be invoiced by our business partner, CivicPlus:

- Annual FirstClass Email Hosting Fees (40 users): \$ 676.00
- Annual FirstClass Email Archiving Hosting Fees (40 users): \$ 800.00

TOTAL DUE: \$1,476.00

Note: Additional email/archiving accounts can be purchased for \$60/user/year, plus a one-time set up fee of \$50/user.

Annual Services invoice will be dated as of the first of the month the service goes live, and then each, subsequent applicable year. Payment due as of that date.

NKTechnologies, Inc. dba Kannon Communications 36 Brunswick Avenue Gardiner, Maine 04345	City of South Bay, FL 335 S W 2 nd Avenue South Bay, FL 33493
	
(Signature)	(Signature)
Gregg Kaloust	
(Name)	(Name)
President	
(Title)	(Title)
September 12, 2018	
(Date)	(Date)

RESOLUTION 51-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRANDANO DISPLAYS, INC. FOR THE PROVISION OF HOLIDAY DECORATIONS INSTALLATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay City Commissioners have publicly expressed a desire to install holiday decorations throughout the City limits during the month of December; and

WHEREAS, the City Manager, through staff, has requested and received three (3) quotes pertaining to the installation of holiday decorations; and

WHEREAS, quotes were specifically received from Brandano Displays, Inc. in the amount of Three Thousand Two Hundred Dollars (\$9,995.00); Holiday Lighting Designs, Inc. in the amount of Eight Thousand Eight Hundred Fifty Dollars (\$12,622.00) and Christmas Designers, Inc. in the amount of Nine Thousand Twenty-Two Dollars (\$10,497.00); and

WHEREAS, the City Manager recommends and the City Commission accepts the quote from Brandano Displays, Inc. for the installation of holiday decorations in the amount of Three Thousand Two Hundred Dollars (\$9,995.00). Brandano Displays, Inc. has committed to timely installation and removal and will further bring innovative décor to the City of South Bay.

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 Manager of the City of South Bay is hereby authorized to execute an Agreement with Brandano Displays, Inc. for the installation of holiday decorations within the City limits, attached hereto as Exhibit "A", in an amount not to exceed Three Thousand Two Hundred Dollars (\$9,995.00). The City Manager is further authorized take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 2nd day of October 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)

AGREEMENT

This Agreement is entered into this 2nd day of October 2018 between the City of South Bay ("City") and Brandano Displays, Inc. ("Contractor"), whose address is 1473 Banks Road, Margate, Florida 33063.

WHEREAS, Contractor is a Service Decorating Company desiring to provide Holiday decorations for the City; and

WHEREAS, the Contractor desires to be associated with the City and City desires to retain the services of Contractor.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the City and the Contractor mutually agree as follows:

1. This Agreement shall be effective as of 11/1/2018 and shall terminate on January 5, 2020 (the "Term").
2. City retains Contractor as an independent contractor and Contractor agrees to work closely with the City to install holiday decorations no later than November 28, 2018 and remove said decorations no later than January 11, 2019.
3. The City agrees to pay Contractor a fee of no more than \$9,995.00 ("Fee") for services during the term hereof. Contractor shall be paid upon receipt of an invoice documenting deliverables.
4. Contractor agrees to use best efforts, attention, knowledge and skill in carrying out Services. Contractor acknowledges the importance of completing the Services as set forth in this Agreement and further agrees that time is of the essence in all matters relating to fulfilling the obligations of this Agreement.
5. The fee shall be the entire compensation for any and all services rendered by Contractor hereunder and shall relate to the bid response for quotes document attached hereto as Exhibit "A."
6. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the

Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Contractor is not an employee of the City, and will not be entitled to any medical, health, pension or any other employment related benefits.

7. Contractor acknowledges and agrees that it shall be solely and exclusively Contractor's obligation and responsibility to report to the appropriate governmental agencies and other authorities all compensation received by Contractor hereunder and to report and pay all related taxes. Contractor shall indemnify and hold harmless the City for and against any and all claims, damages, losses or obligations asserted or imposed against the City by any governmental agency or any other person in connection with the payment or recovery of such sums.
8. The City expressly reserves the right, at any time or for any reason whatsoever, to retain other Contractors in addition to Contractor to perform Services that are similar or identical to the Services being performed by Contractor.
9. Contractor acknowledges that, in the course of performing the Services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the City and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Contractor or of which Contractor may otherwise become aware are and shall be and remain the confidential information of the City ("Confidential Information"). The Contractor will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statutes and applicable federal regulations. Contractor further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the City's or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods, security matters and procedures of operation, business or confidential plans ("Proprietary Information").
10. Contractor agrees to hold such Confidential Information and Proprietary Information in strict confidence; not to disclose or use the same in any way, commercially or otherwise—except in performance of the Services—at any time without the prior written consent of the City; to take all actions reasonably necessary to protect the confidentiality of the information; and, at termination of this Agreement, to return all Confidential Information and Proprietary

Information to the City whether written, printed, machine readable or in any other form whatsoever.

11. All Services provided by Contractor are deemed Services done for hire. The City shall be deemed to be the absolute and unqualified owner items owned by the City for use.
12. The City shall not be under any obligation to use Contractor's name or give Contractor credit of any kind for any of the Services performed or work product prepared or furnished by Contractor; nor may Contractor use the City's name or trademark in any manner, expressly or implied, which might tend to convey the impression that Contractor's services indicate an endorsement by the City of Contractor's services, without the prior written consent of the City.
13. It is understood and agreed that Contractor's relationship with the City is not to exercise supervision of Contractor in Contractor's performance of the Services nor shall the City require Contractor's compliance with detailed orders or instructions, it being intended that Contractor shall serve as an independent contractor to the City with the time, manner and place of performance of Contractor's obligations being determined by Contractor, in his sole discretion and judgment as an independent Contractor.
14. Contractor acknowledges and agrees that it does not have the authority to bind or attempt to bind the City by contract or otherwise, or to represent to third parties that Contractor has any right to so bind the City or to use the City's name in any connection of or for any purpose whatsoever.
15. To the extent permitted by law, the Contractor shall be liable for and indemnify, defend, and hold the City and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, officers, subcontractors, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City, any sums due to the Contractor under this Contract may be retained by the City until all of the City's claims for indemnification pursuant to this Agreement have been settled or

otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

16. Contractor shall maintain at its sole cost and expense all times, comprehensive general liability insurance, in addition to any other insurance the City may reasonably require. Each policy shall state that it is not subject to cancellation, modification, or reduction in coverage without 30 days written notice to the City prior to the effective date of cancellation, modification or reduction in coverage. Contractor shall maintain each of the above insurance policies throughout the term of this Agreement and any extensions of this Agreement.
17. This Agreement is personal in nature to Contractor and the rights and obligations of Contractor may not and shall not be assigned, subcontracted, delegated or otherwise transferred from Contractor to any person or entity by operation of law or otherwise.
18. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State. The parties further agree to abide by all applicable Federal and State law and that venue shall be in Palm Beach County.
20. This Agreement or any part of this Agreement may be terminated by either party at any time upon no less than twenty-four (24) hours notice to the other party delivered in person or by confirmed delivery. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the City designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel
 City Manager

335 SW 2nd Avenue
South Bar, FL 33493

Copy To: Burnadette Norris-Weeks
City Attorney
401 North Avenue of the Arts
Fort Lauderdale, FL 33311

CONTRACTOR: Brandano Displays, Inc.
1473 Banks Road
Margate, FL 33063

21. All agreements and covenants herein are severable, and in the event any one of them shall be held to be invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.
22. If a court of competent jurisdiction holds the City of South Bay liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights regarding any and all claims that may be brought as a result of this Contract.
23. It is the intention of the parties that this Agreement supersedes all prior agreements, representations and understandings and that it shall not be modified or amended in any respect except in a writing signed by both parties.

("City")

("Contractor")

Print Name

Brandano Displays, Inc.
1473 Banks Road
Margate, FL 33063

(Date Signed)

(Date Signed)
16-1366604
Tax ID or Social Security Number

Brandano Displays, Inc.

Patrick J. Brandano
Managing Partner

August 31, 2018

Vicky Del Bosquez
Human Resource/Executive Secretary
City Manager Office
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493
delbosquezv@southbaycity.com

Dear Vicky:

It was a pleasure meeting with you last week to discuss Holiday decorations for the City of South Bay. The purpose of this letter is to provide you with a proposal for us to provide Holiday lighting and Decorations for the City of South Bay.

As per your request all we have divided This proposal into the following sections;

- **16' Christmas Tree at intersection**
- **Ground mounted lighted sculpture**
- **Tree Lighting at Intersection**
- **Pole Mounted Displays at MLK Boulevard**

All options provide for Brandano to provide a full service lease where we provide all the displays, tree and any other decorations or chords necessary to power up the decorations. Brandano will also provide services to Install, maintain while up, dismantle and transport the decorations. All pricing is inclusive of these services.

16' Christmas Tree With Multi Lights and White Snowflake Topper

This Tree will be the Natural Pine Branch type, 16' Tall, and 8' wide at the base, lighted with 3,500 LED Multi colored miniature lights and ornamented with 6" diameter Red, Gold, Green and Blue Metallic Balls. The top of the tree will feature a 3' Diameter Three dimensional Snowflake. Total height will be 19'.

Annual cost with installation service: \$3,200.00

1473 Banks Road • Margate, Florida 33063
954.956.7266 • 800.777.6903 • Fax: 954.956.7256 • Cell: 954.461.6598
patbrandano@brandano.com
www.brandano.com

Ground Mounted Sculpture at the Tree

We are proposing to incorporate several lighted sculpture pieces to be used to complement the Tree. Attached is a list of sculpture options with pricing for you to also consider. Each design will be in like-new condition and feature c-7 LED lights spaced no more than 4 1/2" apart. Displays will be supported with our solid bracing system, no wires will be used.

Shown in the illustration is our "Up North Santa and Sleigh Scene" and Components include the following:

- 2 Lighted Packages (3'High x 3' Wide)
- Santa and sleigh (9'High x 9'Wide)
- 3- Sleigh Deer (8' High x 7' Wide)

Annual cost of displays as described: \$996.00

Pole Mounted Decorations on MLK

We are proposing to decorate the 10 cobra poles On MLK Boulevard with lighted pole mounted decorations. These each represent a great value and will create a festive daytime visual backdrop that will show up well under the cobra lights at night.

Candy Canes:

We will install 10- 6' tall Garland Candy Canes on the Square concrete poles .

Annual cost for 14 displays as described: \$857.00

14 Royal Palm Trees: Park at Rt 80 & Rt 27 Intersection

We are proposing to light the trunks of these highly visible 16 Royal Palms for the Holiday Season with 750 LED miniature lights each. The bulb color will be a cool white with a cool white crown at the top of the tree trunk. The trees will light for the Holiday Season and we will take them down in January. Includes the lights, labor and equipment to install. Please refer to the artwork.

Total annual cost Trunks: \$6,000

Village of City of South Bay
August 31, 2018

Page 3

Pricing Summary:

16' Tree:	\$ 3,200
Santa Sleigh and Deer scene:	\$ 996
MLK Candy Canes	\$ 857
14 Royal Palms	<u>\$ 6,000</u>

Sub Total	\$11,053
Preferred customer discount	<u>(\$ 1,058)</u>

Total	\$ 9,995
--------------	-----------------

Terms:

Same as in the past, with a Village PO one payment is due when the displays come down the first week in January.

Please feel free to contact me anytime with questions at (800) 777- 6903 or on my cell at (954) 461-6598. E mail patbrandano@brandano.com

Very truly yours,



Patrick J. Brandano

1473 Banks Road • Margate, Florida 33063
954.956.7266 • 800.777.6903 • Fax: 954.956.7256 • Cell: 954.461.6598
patbrandano@brandano.com
www.brandano.com



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

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: September 28, 2018
Ref: Weekly check register

Enclosed, please find the summary of check registers as of September 28, 2018:

General Fund

- Utility:

Earthlink	\$ 1,299.65
Comcast	187.55
AT & T	781.63

• Friends of Family	3,000.00	
• Bank of America	1,624.62	
• FL Municipal Insurance	25,822.25	
• PBC Sheriff	15,379.58	
• Cougar Mountain	1,485.00	
• Norris Week	10,371.25	
• Deposit refund	300.00	*
• Purchased of supplies, materials and parts	529.53	A
• Payment for various services	4,333.93	B
• Payroll deductions	3,062.19	C
• Other	2,549.02	D
Total	\$ 70,726.20	

Sanitation Fund

Waste Management	\$ 34,520.83
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Revenues:

• FP & L (Franchise & Utility tax)	\$ 38,268.90
• Communication Tax	4,119.98
• Local Option Gas Tax	10,112.65
• Other	3,138.70
• Sales Tax & Revenue Sharing	53,097.87
Total	\$ 108,738.10

AP Check Register Report
City Of South Bay (CSBFND)

9/27/2018 11:25:41 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11147	AFLAC	AFLAC	9/27/2018	1,863.62
11148	BEE BARF APIARIES LLC	BEE BARF APIARIES, LLC	9/27/2018	375.00
11149	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	9/27/2018	113.50
11150	COMCAST	COMCAST	9/27/2018	187.55
11151	QUALITY TELEPHONE	QUALITY TELEPHONE	9/27/2018	479.00
11152	SHARON R. BOCK	SHARON R. BOCK, CLERK & COMPTROLLER	9/27/2018	28.60
11153	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	9/27/2018	563.93
11154	VALENCIA HUSTON	VALENCIA HUSTON	9/27/2018	150.00
11155	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	9/27/2018	391.14
Non-Electronic Transactions:				4,152.34
Total Transactions:				4,152.34

C
B
C
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B
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C
*
C

AP Check Register Report
City Of South Bay (CSBFND)

9/21/2018 1:33:14 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11146	FRIENDS OF FOSTER CH	FRIENDS OF FOSTER CHILDREN	9/21/2018	3,000.00
Non-Electronic Transactions:				3,000.00
Total Transactions:				3,000.00

AP Check Register Report

City Of South Bay (CSBFND)

9/21/2018 11:39:16 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11124	AT&T MOBILITY	AT&T MOBILITY -ROC	9/21/2018	781.63	
11125	BANK OF AMERICA, NA	BANK OF AMERICA	9/21/2018	1,624.62	
11126	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	9/21/2018	10,371.25	
11127	CLARKE	CLARKE	9/21/2018	605.02	B
11128	DELTACOM 1058	EARTHLINK	9/21/2018	1,299.65	
11129	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	9/21/2018	113.26	A
11130	EVERGLADES TRADING	EVERGLADES TRADING	9/21/2018	21.31	J
11131	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	9/21/2018	25,822.25	
11132	FORD CREDIT DEPT 67-4	FORD CREDIT DEPT 67-434	9/21/2018	899.74	O
11133	FSA	FSA	9/21/2018	500.00	D
11134	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	9/21/2018	496.63	B
11135	LAKE HARDWARE	LAKE HARDWARE	9/21/2018	31.63	A
11136	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	9/21/2018	95.95	J
11137	LYONS PRINTING	LYONS PRINTING	9/21/2018	49.00	O
11138	NOTARY PUBLIC UNDER	NOTARY PUBLIC UNDERWRITER INC	9/21/2018	142.25	D
11139	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	9/21/2018	50.00	J
11140	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	9/21/2018	15,379.58	
11141	ROBBIE TIRE	ROBBIE TIRE	9/21/2018	43.56	A
11142	SHERWIN WILLIAMS	Sherwin Williams	9/21/2018	10.79	J
11143	STITCH WORK PLUS	STITCH WORK PLUS	9/21/2018	181.24	B
11144	THE PALM BEACH POST	PBN REMITTANCE ADDRESS	9/21/2018	89.44	
11145	U & ME RECORDS MANA	U & ME RECORDS MANAGEMENT	9/21/2018	303.02	L
				Non-Electronic Transactions:	58,911.82
				Total Transactions:	58,911.82

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

9/21/2018 10:08:18 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11123	JUAN ROBERTO MORALE	JUAN ROBERTO MORALES	9/21/2018	180.00
Totals:			Total Transactions:	180.00

AP Check Register Report

City Of South Bay (CSBFND)

9/20/2018 10:51:18 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11122	ROYAL SONESTA HARBOI	ROYAL SONESTA HARBOR COURT	9/20/2018	1,264.73
Non-Electronic Transactions:				1,264.73
Total Transactions:				1,264.73

AP Check Register Report
City Of South Bay (CSBFND)

9/14/2018 10:50:08 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11121	ROSENWALD ELEMENTA	ROSENWALD ELEMENTARY	9/14/2018	150.00
Non-Electronic Transactions:				150.00
Total Transactions:				150.00

AP Check Register Report

City Of South Bay (CSBFND)

9/14/2018 9:32:14 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11114	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	9/14/2018	1,485.00	
11115	DONTE ADAMS	DONTE ADAMS	9/14/2018	150.00	*
11116	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	9/14/2018	282.00	B
11117	PALM TRUCK CENTERS II	PALM TRUCK CENTERS INC	9/14/2018	213.03	A
11118	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	9/14/2018	413.44	D
11119	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	9/14/2018	130.00	C
11120	XEROX CORP	XEROX CORPORATION	9/14/2018	393.84	B
Non-Electronic Transactions:				3,067.31	
Total Transactions:				3,067.31	

AP Check Register Report
City Of South Bay (CSBFND)

9/27/2018 2:04:55 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
174	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	9/27/2018	32,552.01
Non-Electronic Transactions:				32,552.01
Total Transactions:				32,552.01

AP Check Register Report
City Of South Bay (CSBFND)

9/14/2018 9:58:34 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
173	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	9/14/2018	1,968.82
Non-Electronic Transactions:				1,968.82
Total Transactions:				1,968.82