



***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 2<sup>ND</sup> AVENUE, SOUTH BAY FL 33493**

**TUESDAY, OCTOBER 16 2018  
7:00 P.M.**

**[www.southbaycity.com](http://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 16, 2018 @ 6:30 P.M.**

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

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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.

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. DISCUSSION**

**3a. Agenda – October 16, 2018**

**4. ADJOURNMENT**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY LIGHTING AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND AMERICAN LIGHTING MAINTENANCE ELECTRICAL SERVICES, INC. TO REPAIR AND REPLACE ROADWAY LIGHTING ALONG US 27 SOUTHBOUND BETWEEN SW 1ST STREET AND SE 4TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

**6b.     RESOLUTION 53-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFICATION TO EXTEND THE EXPIRATION DATE OF A STATE FUNDED GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, TO FUND AN EMERGENCY SHELTER AND CARE CENTER WITHIN THE CITY LIMITS; 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 – November 20, 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  
Regular City Meeting  
October 02, 2018  
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. 2<sup>nd</sup> Avenue, South Bay, Florida on October 02, 2018 at 7:00 p.m.

**Present:**

Mayor Joe Kyles  
Vice-Mayor John Wilson  
Commissioner Esther E. Berry  
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.

**Public Comments**

Lake Shore A.V.I.D Student Altaria Dowdel invited the Commission to attend Lake Shore Middle School Open House on October 4, 2018 at 6:00 p.m.

**Consent Agenda**

Mayor Kyles called for approval of the consent agenda, inclusive of City Workshop and Regular City Meeting Minutes of September 18, 2018 and Final Budget Hearing Minutes for September 25, 2018. The motion to approve the consent agenda was made by Vice-Mayor Wilson and seconded by Commissioner Barnard. The vote was unanimously approved.

**Resolutions**

The City Clerk read Resolution 49-2018 for the record.

Commissioner Berry made a motion to approve Resolution 49-2018, a Resolution 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. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 50-2018 for the record

Vice Mayor-Wilson made a motion to approve Resolution 50-2018, a Resolution 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. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

The City Clerk read Resolution 51-2018 for the record.

Commissioner Barnard made a motion to approve Resolution 51-2018, a Resolution 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 Installations; Providing for an effective date. The motion was seconded by Vice- Mayor Wilson. The motion was unanimously approved.

The City Clerk read Resolution 52-2018 for the record.

Commissioner Barnard made a motion to approve Resolution 52-2018, a Resolution of the City Commission of the City of South Bay, Florida accepting the bid proposal from D. Stephenson Construction, Inc.; Authorizing the City Manager to execute the attached Parks Modernization Agreement between the City of South Bay and D. Stephenson Construction, Inc.; Providing for an effective date. The motion was seconded by Commissioner Berry. The motion was unanimously approved.

#### **City Clerk Report**

The City Clerk stated she been asked to preside as President of Palm Beach County Municipal Clerk's Association for FY 2018-2019. She said that her current position was Vice - President. The new position would oversee a variety of committees, chairing of their clerks meetings and the obligation is for 1 year. She informed the Commission that there was a responsibility for the City of South Bay host the Annual Clerk's Banquet on Thursday, October 25th. She assured that she was capable of handling the added responsibility and was asking for the support of the Commission. The Mayor and Vice-Mayor congratulated the City Clerk and gave their support.

#### **City Manager Report**

The City Manager stated the Manager's Meeting was scheduled for January 16, 2019. He said they will be meeting with some of the business owners and residents within the City of South Bay. He mentioned the following items:

- Digital Marquee- He said that the only thing they have control over along Palm Beach Road and U.S Hwy 27 is a portion of the triangle, the area where the fountain located. He stated looking at demolishing the fountain due to some of the maintenance and replacing with the digital marquee.



- Cross Roads Lake Depot- Commissioner Berry asked the City Manager was it a possibility to use the building for a historic museum. The City Manager stated he had not received solid response from Palm Beach County Parks and Recreation, who operates the facility. He asked the Mayor and the Commissioners to give him an opportunity to continue that conversation and bring back solid information from Palm Beach County.

#### **Future Agenda Items**

Commissioner Berry stated she would like for the Commissioners to have an update on the Hoover Dike. Also, an update from a representative from the Army Corp of Engineers.

Commissioner Barnard stated they would need an update on the Town Hall Meeting. The City Manager and City Clerk will provide an update to the Commission regarding the Town Hall Meeting at the upcoming October 16 Commission Meeting.

#### **Commissioner Comments**

Commissioner Barnard gave a special thanks to her church for coming out and supporting her as well as everyone else that came out to the meeting. She mentioned the passing of her niece and to keep the family in prayers.

Commissioner Berry gave her condolence to Commissioner Barnard; thanked everyone for coming out.

Vice Mayor Wilson gave his condolences to Commissioner Barnard; told everyone about the Carpentry class at West Technical Education Center. He made it known he's teaching the class on Tuesdays and Thursdays and thanked everyone for coming out.

Mayor Kyles gave thanks to each and every one who came out. He mentioned the National Crime Out night that's being held October 18<sup>th</sup> and encouraged everyone to come out. He also gave his condolences to Commissioner Barnard on the passing of her niece.

Mayor Kyles adjourned the meeting at 7:45 p.m.

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Joe Kyles, Mayor

ATTESTED BY:

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Jessica Figueroa

## **RESOLUTION 52-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY LIGHTING AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND AMERICAN LIGHTING MAINTENANCE ELECTRICAL SERVICES, INC. TO REPAIR AND REPLACE ROADWAY LIGHTING ALONG US 27 SOUTHBOUND BETWEEN SW 1ST STREET AND SE 4TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") is in need of a qualified company to repair and replace the roadway lighting along US 27 Southbound between SW 1st Street and SE 4th Street, which is currently poorly lit for pedestrian traffic; and

**WHEREAS**, the City desires to ensure the safety of its residents in the aforementioned area by ensuring adequate lighting, which is currently lacking; and

**WHEREAS**, the City has consulted with Florida Power & Light (FP&L) regarding lighting improvements to the area, but FP&L will not review the lighting in that area until 2019; and

**WHEREAS**, because the lighting in the stated area demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City, the City is seeking to enter into an Emergency Procurement; and

**WHEREAS**, in accordance with City's Purchasing Policies and Procedures, and Sec. 2-261 of the City's Code of Ordinances regarding Emergency purchases, the City Manager is seeking authorization to make this emergency purchase to meet a pressing need for the protection of the public health, safety or welfare; and

**WHEREAS**, after much due diligence the City has selected American Lighting Maintenance Electrical Services, Inc. ("American Lighting") to perform said work; and

**WHEREAS**, the agreed upon contract sum is Two Thousand Five Hundred and Twenty-Three Dollars and Ten Cents (\$2,523.10.00); and

**WHEREAS**, the expected project duration is two weeks, or fourteen (14) calendar days; and

**WHEREAS**, the City desires to enter into an Emergency Light Agreement ("Agreement") with American Lighting, attached hereto as "Exhibit A; and

**WHEREAS**, the scope of work includes the items delineated in the Estimate submitted by American Lighting, attached hereto as "Exhibit B"; and

**WHEREAS**, the execution of the attached Agreement is in the best interests of the residents of the City.

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

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

**Section 2.**    **Authorization of City Manager to Proceed As Emergency.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute an Emergency Lighting Agreement between the City of South Bay and American Lighting Maintenance Electrical Services, Inc., attached hereto as Exhibit "A." The normal procurement process is hereby waived based upon the City Manager's recommendation to proceed on this issue is an emergency matter. 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 16th day of October 2018.**

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

## AGREEMENT

THIS IS AN AGREEMENT, dated the \_\_\_ day of October, 2018, between:

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

and

American Lighting Maintenance Electrical Services, 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 immediate need of an independent contractor to perform work related to repair and replacement the roadway lighting along US 27 Southbound between SW 1st Street and SE 4th Street;
- 1.2 The City Manager has determined that the lighting in the stated area demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City, the City is seeking to enter into an Emergency Procurement;
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the scope of work set forth herein.

ARTICLE 2  
SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in this Article.

The CONTRACTOR shall provide the following services to the CITY in accordance with the terms set forth below:

- a) Furnish and install (14) new High Pressure Sodium lamps into (14) Decorative Lighting fixtures mounted approximately 30 feet above the roadway. Includes cleaning glass lens, interior reflective surfaces, tightening nuts and bolts as needed, closing (1) glass lens, check/secure all lens door.
- b) Replace shorted lighting contactor, and photo cell burnt by lightning strike.
- c) Replace sacrificial Surge Suppressor engaged when lightning event occurred.
- d) Replace each 480 volt HPS ballast as needed, if needed at a cost of \$307.70 per lighting fixture (\$153.85 + \$79.50 Installation fee), not to exceed fourteen (14) fixtures.
- e) Warranty: Contractor shall provide one year warranty on Lamps, ballast (if furnished and installed) and Lift truck labor. Photo cell contactor, surge protection warranted by Manufacturer.
- f) Site: Work shall be provided at the following location: roadway lighting along US 27 Southbound between SW 1st Street and SE 4th Street.

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 ten (10) 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 that approved by the City in writing.

### ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by CITY in a prompt manner and in accordance 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 a reasonable time and if possible within the same business day.

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, the amount of:

(a) Two Thousand Five Hundred and Twenty-Three Dollars and Ten Cents (\$2,523.10) for the provision of the Emergency Lighting Services; and

(b) if there is an additional cost to replace HPS ballast fixtures, as detailed in Article 2, Section (d) above, an additional \$307.70 per lighting fixture will be paid.

The total amount under this Agreement shall not exceed Six Thousand dollars (\$6,000) Total. There shall be no payment by CITY for out-of-pocket travel time.

4.2 CONTRACTOR shall invoice City through Electronic Mail for the Services that it has provided on a lump sum basis. Invoices shall be paid within thirty (30) days. Check shall be sent to: American Lighting Maintenance Electrical Services, Inc., PO BOX 10686, Riviera Beach, FL 33419.

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

4.4 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.

4.5 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.

4.6 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 - \$500,000 per occurrence;



- c) Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per Accident for bodily injury and \$500,000 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.

City \_\_\_\_\_ Contractor \_\_\_\_\_

ARTICLE 11  
TERM AND TERMINATION

11.1 This Agreement shall take effect as of the date of execution as shown herein below and continue for a two year period. The Agreement may be extended for one additional year at the option of the City Manager of approved by the City Commission.

11.2 Either Party may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement.

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 2<sup>nd</sup> 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:       George Turenne, President  
American Lighting Maintenance Electrical Services, Inc.  
10851 S. Ocean Drive  
Lot 41  
Jensen Beach, FL 34957

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.

City \_\_\_\_\_ Contractor \_\_\_\_\_

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 Intellectual Property Rights. The CONTRACTOR agrees to grant to the CITY a non-exclusive, irrevocable, royalty free license to use, copy and modify any elements of the Material not specifically created for the CITY as part of the Services. In respect of the Material specifically created for the CITY as part of the Services, the CONTRACTOR assigns the full title guarantee to the Buyer and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the CONTRACTOR shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the CONTRACTOR and the CITY. For the purposes of this Clause 2.1, "Material" shall mean the materials, in whatever form, used by the CONTRACTOR to provide the Services, as determined by CITY and the products, systems, programs or processes, in whatever form, produced by the CONTRACTOR pursuant to this Agreement

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

City of South Bay

BY: \_\_\_\_\_  
Jessica Figueroa, City Clerk

BY: \_\_\_\_\_  
Joe Kyles, Mayor

BY: \_\_\_\_\_  
Leondrae Camel, City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

CONTRACTOR

WITNESSES:

\_\_\_\_\_

BY: \_\_\_\_\_  
George Turenne, President  
American Lighting Maintenance  
Electrical Services, Inc.

\_\_\_\_\_

City \_\_\_\_\_ Contractor \_\_\_\_\_

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:

City \_\_\_\_\_ Contractor \_\_\_\_\_



# American Lighting Maintenance & Electrical Services, Inc.

PO BOX 10686

Riviera Beach, Fl. 33419

Phone (561) 689-4854 Fax (561) 469-2365

George@americanlightingmaintenance.com

License #EC00000737

## Estimate

Date	Estimate #
9/20/2018	415

Name / Address
City of South Bay Ed Kerr,dfPublic Works Direc 561-261-6576 335 SW 2nd Ave South Bay, Fl. 33493

Ship To
City of South Bay Ed Kerr-Public Works Diirect 561-261-6576 335 SW 2nd Ave South Bay, Fl. 33493

Terms	Rep	Project
50% DEPOS...	G C T	

Quantity	Item	Description	Rate	Total
1	Quote	<p>Repair Roadway Lighting along US-27: Furnish and install (14) new High Pressure Sodium lamps into (14) Decorative Lighting fixtures mounted approx 30' above the roadway. Includes cleaning glass lens, interior reflective surfaces, tightening nuts and bolts as needed, closing (1) glass lens, check/secure all lens door Replace shorted lighting contactor, and photo cell burnt by lightning strike. Replace sacrificial Surge Suppressor engaged when lightning event occurred. . Replace each 480volt HPS ballast as needed, if needed. Add \$153.85. + \$79.50 Installation fee. One year warranty on Lamps, ballast (if furnished and installed) and Lift truck labor. Photo cell contactor, surge protection warranted by Mfgr. Terms: Net 30days: Approved _____ _____ Date _____</p> <p>Note: Materials in Stock. Will proceed upon written approval with City issued Purchase Order. Thank you.</p>	2,523.10	2,523.10

Our 46th year of continuous business. Thank you.

**Total**

\$2,523.10



## Grid-One Electrical Construction, Inc.

---

561-996-4488 Office

390 US Hwy 27 N. South Bay, Florida 33493

561-996-6805 Fax

February 23, 2016

City of Southbay

Attn: Ed Kerr

RE: Electrical Proposal –Street light repairs

Total proposal price:.....**\$5,451.00 (five thousand four hundred fifty one dollars)**

Grid-One Electrical Construction, Inc. is pleased to provide material, labor and equipment only for the construction of the below referenced projects.

**Inclusions:**

- ❖ *Replace 8 bottom lamps for street light poles 100W MH*
- ❖ *Replace 8 top lamps for street light poles 250W MH*
- ❖ *Replace Bad ballast for 8 street light poles*
- ❖ *Provide aerial bucket truck equipment and operator for repairs.*

**Exclusions:**

- ❖ *Permitting*

**Qualifications:**

- ❖ *All work shall comply with national and local code requirements.*
- ❖ *Our workforce will remove trash to an on-site container furnished/provided by others.*
- ❖ *Please contact our office if you should have any questions.*

Respectfully,

Chris Stanley  
Grid-One Electrical Construction, Inc.

## **RESOLUTION 53-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFICATION TO EXTEND THE EXPIRATION DATE OF A STATE FUNDED GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, TO FUND AN EMERGENCY SHELTER AND CARE CENTER WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay ("City") and the State of Florida, Division of Emergency Management (Division) entered into an Agreement on September 7, 2017 whereby the Division was to fund an Emergency Shelter and Care Center within the City in the amount of Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500.00), Contract Number: 18SR-3C-10-60-02-087; and

**WHEREAS**, the Division has received grant funds from the State of Florida, and has the authority to subgrant funds to the City upon the terms and conditions set forth in attached Exhibit "A" herein; and

**WHEREAS**, the September 7, 2017 Agreement between the parties expired on June 30, 2018, however, the parties desire that the Agreement be reinstated and extended through June 30, 2019 as though it had never expired; and

**WHEREAS**, the execution of the attached Amendment is in the best interests of the residents of the City.

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

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

**Section 2.**    **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute an amendment to the State

Funded Grant Agreement (Contract Number: 18SR-3C-10-60-02-087, Project Number HLMPSR18-001) between the City and the State of Florida, Division of Emergency Management for funding of an Emergency Shelter and Care Center, described in the attached as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

**PASSED and ADOPTED** this 16th 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)

Contract Number: 18SR-3C-10-60-02-087

Project Number: HLMP SR18-001

**MODIFICATION TO STATE GRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF SOUTH BAY**

This Modification Number One (1) made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the **City of South Bay** ("the Recipient") to modify Contract Number **18SR-3C-10-60-02-087**, dated September 7, 2017, ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a State grant to the Recipient under the Hazard Mitigation Grant Program of **\$337,500.00**, in State Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on **June 30, 2018**; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 7 of the Agreement is hereby amended to read as follows:

**(7) PERIOD OF AGREEMENT**

This Agreement shall begin September 7, 2017 and shall end **June 30, 2019**, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1<sup>st</sup> Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT:** City of South Bay

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Michael Kennett, Deputy Director

Date: \_\_\_\_\_

**Attachment A  
Budget and Scope of Work  
1st Revision**

**I. PROPOSED BUDGET**

<b>Category</b>	<b>Anticipated Expenditure Amount</b>
Salary and Benefits	\$0
Other Personal/Contractual Services	\$337,500
Administrative Expenses (Limited to no more than 5%)	\$0
Expenses	\$0
Operating Capital Outlay	\$0
Fixed Capital Outlay	\$0
<b>Total Expenditures</b>	<b>\$337,500</b>

**II. SCOPE OF WORK**

The period of performance for this grant shall end on June 30, 2019 unless an extension is authorized by the Division through modification of the funding Agreement.

A. Per Chapter 2017-70, Laws of Florida, Section 6, Specific Appropriation 2590 (appropriation) the Recipient shall fund an Emergency Shelter and Care Center (ESCC). As described in Appropriation Project Request APR # 0768, funding is limited to architectural and engineering services and planning, construction, renovation and land.

Eligible costs include: architectural and engineering services and fees; site survey and soil testing; necessary regulatory review and permit fees; necessary demolition and restoration; construction, renovation/retrofit, installation of building envelope protective systems and products; rainwater drainage and civil works; tree and landscape hazard removal; installation of a standby electrical system; and management and administration of the grant (limited to five percent).

B. The Recipient agrees that during a declared state or local emergency the ESCC building(s), Tanner Park Community Center (reference Figure 1), must be made available for use as a public shelter upon request by the local emergency management agency.

C. The Recipient agrees to maintain the building(s), assemblies, equipment, systems and products that are constructed, renovate/retrofitted, installed or high wind mitigated with appropriation funds in good repair and functional condition for the life of the work, but not less than 15 years from the date of issue of the building official's certificate of completion or other written acceptance of completed work.

D. The Recipient shall provide an initial timeline and estimated reimbursement allocation table. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation" or other similar instrument as approved by the Division may be used.

E. Upon completion of scope-of-work, at a minimum, the ESCC and essential ancillary structures and equipment shall meet the hurricane hazard safety criteria established in *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496). The Division may request documentation to confirm the ESCC building(s) meets (or will meet) ARC 4496 (e.g., construction drawings, specifications manual, shop drawings). Recipient agrees to provide requested documentation. Failure to supply required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

F. The ESCC and essential appurtenant structures and service equipment shall resist the effects of a major hurricane. At a minimum, the ESCC shall be certified as being capable of withstanding wind loads according to *2014 Florida Building Code--Building*, Fifth Edition, Risk Category IV (Essential Facility). The minimum design wind speed shall be 160 miles per hour (3-second gust).

G. The ESCC and essential appurtenant structures and service equipment shall resist penetration by windborne debris impact. At a minimum, all envelope protection systems or products purchased and installed as part or in whole of this grant shall have been tested and passed the large missile impact test procedures of ASTM E 1886 and ASTM E 1996 (Level D), or Florida Building Code (High Velocity Hurricane Zone/Miami-Dade) Testing Protocols TAS 201, TAS 202 and TAS 203. The Division highly recommends that envelope protection systems and products meet the more severe large missile impact standard of the hurricane provisions of International Code Council's storm shelter standard ICC 500.

H. At a minimum the following information related to wind loads and flooding shall be shown on the construction drawings: 1. design wind loads determined per *2014 Florida Building Code—Building*, Risk Category IV; 2. design wind speed; 3. wind exposure category; 4. wind directionality factor  $K_d$ ; 5. design internal pressure coefficient; 6. design wind pressures in terms of pounds per square foot (psf) to be used for exterior component and cladding materials and assemblies; 7. windborne debris impact performance criteria; and, 8. finish floor elevation NGVD with comparison reference to the base flood elevation, the 500-year flood elevation (if determined), and Category 5 storm surge inundation elevation.

I. Funding provided by the Division of Emergency Management under this Agreement, in part, shall compensate for the materials and labor for construction of a hurricane-resistant protective enclosure, installation of high wind shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer nor imply any warranty of use or suitability for the work performed pursuant to this Agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from high wind even after the completion of the mitigation measures funded under this Agreement. It is further understood and agreed by the Division and the Recipient that the level of wind protection provided by the mitigation action, although meeting State codes and standards and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

### **III. TASK PRODUCTS**

A. Per scope-of-work item II.D, Recipient shall prepare an initial timeline with key milestone activities schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this Task.

B. Recipient shall submit a copy of the local public advertisement(s) requesting design professional services, and if applicable, construction, renovation/retrofit, envelope protection installation, or other mitigation work; copies of pre-bid conference sign-in roster(s) and agenda; copy of the list of respondent



providers and their respective prices; and a copy of selected providers bid form(s).

C. Recipient shall submit a written statement prepared by a Florida licensed structural engineer that certifies that the designated facility is capable of withstanding wind loads according to *Florida Building Code—Building*, Fifth Edition, Risk Category IV (Essential Facility). Submittal of the certification may be contingent upon completion of construction, structural renovation/retrofitting or other hazard mitigation accomplished within the performance period of this project. Failure to provide the required documentation, or disapproval of the documentation by the Division, shall result in denial of funds.

D. The Recipient shall provide one (1) set of substantially complete (approximately 80 percent) preliminary design construction drawings and specifications for the ESCC and essential appurtenant structures for review and comment by the Division. The Recipient shall ensure that the Division's comments are incorporated into the construction documents. As applicable, the construction drawings shall include site survey, landscaping, civil, architectural, structural, mechanical, electrical and plumbing drawings.

E. The Recipient shall provide one (1) near bid-ready (100 percent) set of construction drawings, specifications, bid documents, and opinion of probable cost for the ESCC and essential appurtenant structures for review and comment by the Division. The Recipient shall ensure that the Division's comments are incorporated into the construction documents. As applicable, the construction drawings shall include site survey, landscaping, civil, architectural, structural, mechanical, electrical and plumbing drawings and shall be signed or certified by the applicable registered or licensed design professional(s) of record.

F. The construction documents shall demonstrate that the ESCC and essential appurtenant structures and service equipment meet the provisions set forth in scope-of-work items II.E through II.H. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

G. If applicable, the Recipient shall provide the Division with copies of pertinent construction, renovation/retrofit and other hazard mitigation work regulatory reviews and permits, the designer or contractor's detailed schedule of work (e.g., Gantt Chart), and wind load and wind-borne debris impact product performance certifications or test reports.

H. The Recipient shall provide the Division with final bid-ready construction documents, to include drawings, specifications, opinion of probable cost with certification of designer(s) of record, and copy of photograph(s) of preconstruction site conditions.

I. If applicable, the Recipient shall provide the Division one (1) set of final "record" or "as-built" construction documents certified by the applicable registered or licensed design professional(s) upon completion of construction, renovation/retrofit or other hazard mitigation work, certificate of completion (or written acceptance of work by building official), and photograph(s) documenting post-construction completed work.

#### IV. **DELIVERABLES**

Reimbursement for project costs will be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. **Affidavit.** The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in

accordance with all of the agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

## **V. FINANCIAL CONSEQUENCES**

If Recipient fails to comply with any term of the Agreement, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or
4. Take other remedies that may be legally available.

## **VI. SCHEDULE OF WORK**

A. By October 31, 2017, the Recipient shall provide the Division with Task Product III.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By November 31, 2017 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product III.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products III.B through III.I for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By May 31, 2019, the Recipient shall provide written documentation that demonstrates acceptance of final pre-bid construction documents, close-out documentation and final payment invoice.

**Table SW-1. Initial Timeline and Estimated Reimbursement Allocation**  
City of South Bay Emergency Shelter and Care Center

<b>PROJECT PHASE/ACTIVITY</b>	<b>Start Date</b>	<b>End Date</b>	<b>FY 17/18 2590 Funds</b>	<b>Other Funds</b>
Board Contract Approval				
A&E Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Design documents, 80% complete				
Design documents, 100% complete				
Opinion of Probable Cost				
Regulatory Review				
Final Bid Document(s) Complete				
Construction Services Procured				
Construction or Renovation Begins				
Construction or Renovation 50% Complete				
Construction or Renovation Substantially Complete				
Construction or Renovation Complete				
Contingency				
Administrative Fees; maximum of 5%				
Sub-Totals			\$337,500	
TOTAL Estimated Project Cost				

A&E - Architectural and Engineering; FY - Fiscal Year

Tanner Park Community Center  
City of South Bay  
105 Palm Beach Road  
South Bay, Florida 33493  
Latitude: 26.663474, Longitude: -80.712927

**Figure 1. Tanner Park Community Center**





## 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](http://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: October 11, 2018  
Ref: Weekly check register

Enclosed, please find the summary of check register as of October 11, 2018:

### General Fund

• Utility:		
	FPL	\$ 6,537.19
	PBC Water	2,829.50
	Comcast	225.23
• Aethna		12,710.75
• Ford Credit		1,736.92
• Deposit refund		150.00
• Purchased of supplies, materials and parts		236.00
• Payment for various services		1,515.53
• Payroll deductions		1,244.17
• Other		<u>1,979.52</u>
	Total	<u>\$ 29,164.81</u>

### W & S Fund

US Water	<u>\$ 3,942.43</u>
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### Revenues:

State PILOT payment	<u>\$ 275,560.00</u>
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# AP Check Register Report

City Of South Bay (CSBFND)

10/11/2018 2:37:58 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11173	JESSICA FIGUEROA	JESSICA FIGUEROA	10/11/2018	329.00	✓
11174	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	10/11/2018	500.00	✓
11175	REXEL	REXEL	10/11/2018	170.00	✓
Non-Electronic Transactions:				999.00	
Total Transactions:				999.00	

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

10/5/2018 2:47:31 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11172		FORD CREDIT DEPT 67-4: FORD CREDIT DEPT 67-434	10/5/2018	1,013.92
Non-Electronic Transactions:				1,013.92
Total Transactions:				1,013.92

# AP Check Register Report

City Of South Bay (CSBFND)

10/5/2018 2:39:26 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11156	AETNA	AETNA	10/5/2018	12,710.75	
11157	ALLY	ALLY	10/5/2018	502.52	D
11158	CLARKE	CLARKE	10/5/2018	645.81	B
11159	COMCAST	COMCAST	10/5/2018	225.23	
11160	ERICAL SMITH	Erica Smith	10/5/2018	150.00	
11161	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	10/5/2018	648.00	D
11162	FORD CREDIT DEPT 67-4	FORD CREDIT DEPT 67-434	10/5/2018	723.00	
11163	FPL	FPL	10/5/2018	6,537.19	
11164	IAMAW	IAMAW	10/5/2018	343.20	C
11165	LIBERTY NATIONAL	LIBERTY NATIONAL	10/5/2018	724.69	I
11166	LYONS PRINTING	LYONS PRINTING	10/5/2018	204.00	B
11167	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	10/5/2018	176.28	C
11168	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	10/5/2018	2,829.50	
11169	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	10/5/2018	445.00	B
11170	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	10/5/2018	66.00	A
11171	XEROX CORP	XEROX CORPORATION	10/5/2018	220.72	B
Non-Electronic Transactions:				27,151.89	
Total Transactions:				27,151.89	



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

10/1/2018 10:37:03 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2134	US WATER	U.S. WATER SERVICES CORPORATION	10/1/2018	3,942.43
Totals:			Total Transactions:	3,942.43