



***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 17, 2017
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:	Shanique Scott
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 17, 2017 @ 6:30 P.M.**

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

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

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

3a. Agenda Items – October 17, 2017

4. ADJOURNMENT

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A TEMPORARY JOB TRAINING EXPERIENCE NON-FINANCIAL AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND CAREERSOURCE PALM BEACH COUNTY, INC. FOR THE PROVISION OF CLEAN-UP, RESTORATION AND HUMANITARIAN AID; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION 105-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND "2" S.B.W. & ASSOCIATES INC. TO FUND THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION 106-2017

A RESOLUTION OF THE CITY OF SOUTH BAY APPROVING EMERGENCY BUILDING PERMIT SERVICES; WAIVER OF PERMITTING FEES FOR HURRICANE DAMAGE RELATED REPAIRS FOR NINETY (90) DAYS; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE (SECOND AND FINAL READING)

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – November 07, 2017

11. CITY MANAGER REPORT

11a. American Legion Post 161 - 22 NW 1st Avenue

11b.

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

RESOLUTION 104-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A TEMPORARY JOB TRAINING EXPERIENCE NON-FINANCIAL AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND CAREERSOURCE PALM BEACH COUNTY, INC. FOR THE PROVISION OF CLEAN-UP, RESTORATION AND HUMANITARIAN AID; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of non-employee temporary job training related disaster relief following Hurricane Irma; and

WHEREAS, CareerSource Palm Beach County, Inc. ("CareerSource") desires to place CareerSource participants with the City in a temporary job training experience to assist the City with humanitarian aid, clean-up which may include debris removal and sanitation of facilities and restoration activities within Palm Beach County, Florida; and

WHEREAS, both the City and CareerSource desire to enter into a Temporary Job Training Experience Non-Financial Agreement ("Agreement") attached hereto as Exhibit "A"; 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. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Job Training Experience Non-

Financial Agreement between the City of South Bay and CareerSource Palm Beach County, Inc., attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 17th day of October 2017.

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

**TEMPORARY JOB TRAINING EXPERIENCE NON-FINANCIAL AGREEMENT
FOR THE PROVISION OF CLEAN-UP, RESTORATION AND HUMANITARIAN AID
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND**

(INSERT PROVIDER NAME)

PROVIDER FEI #: _____ PROVIDER EMAIL ADDRESS: _____

PROVIDER ADDRESS: _____

WHEREAS, Provider is a private non-profit or public non-profit corporation or local governmental entity licensed to do business in the State of Florida;

WHEREAS, CareerSource Palm Beach County, Inc. ("CareerSource") wishes to place CareerSource participants with Provider in a temporary job training experience and the Provider agrees to provide a temporary job training experience to CareerSource participants;

NOW THEREFORE, the parties enter into this Temporary Job Training Experience Non-Financial Agreement (Agreement) for the provision of temporary job training experience to assist with humanitarian aid, clean-up which may include debris removal and sanitation of facilities, and restoration activities within Palm Beach County, Florida upon the following terms and conditions:

I. Term

This Agreement shall begin on the date last signed by both parties and shall end on September 30, 2018.

II. Participant Status

The participant is not an employee of the Provider or CareerSource. For purposes of workers' compensation coverage the participant will be considered an employee of the State of Florida. Participants shall not be considered employees of CareerSource or Provider, although Provider shall have all supervisory responsibility. Florida law requires the Florida Department of Economic Opportunity (DEO) to provide workers' compensation for adults and youth participating in work experience programs. Section 445.009(11), Florida Statutes states: A participant in an adult or youth work experience activity administered under this chapter shall be deemed an employee of the state for purposes of workers' compensation coverage. In determining the average weekly wage, all remuneration received from the employer shall be considered a gratuity and the participant is not entitled to any benefits otherwise payable under s. 440.15, regardless of whether the participant may be receiving wages and remuneration from other employment with another employer and regardless of his or her future wage-earning capacity.

III. Provider Representations and Duties

Provider agrees to:

- A. provide a work site designed to provide participants with a temporary job training experience.
- B. maintain the confidentiality of all information provided by or about any participant, except as otherwise approved and authorized in writing by the participant, or as otherwise authorized by law.
- C. provide participants with a temporary job training experience described in "Attachment A Temporary Job Training Experience Training Outline/Job Description" and attached hereto.
- D. provide training to participants so he/she can adequately perform his/her temporary job training experience. Maximum temporary job training experience hours and length in time shall be determined by CareerSource. All participant overtime hours shall be approved in advance in writing by CareerSource.
- E. provide participants with the same working hours, lunch periods and break times that would be afforded to paid employees.
- F. not to place participants in positions that are involved in political activity or the instruction of worship and not to engage participants in sectarian activities or in the construction of sectarian facilities. Participants may not engage in the operation or maintenance of any facility used or to be used for sectarian activity.
- G. notify CareerSource in writing immediately upon notice of the status of a participant when one or more of the following situations occur:
 - a) the participant has failed to attend the initial interview or refused a suitable work site offer or voluntarily quit training.
 - b) the participant was not accepted by the Provider into a temporary job training experience.

- c) the participant has experienced absenteeism or sickness or other problems.
- d) the participant secured employment with the Provider or with another entity.

- H. comply with all applicable federal, state and local laws, regulations, policies and procedures relative to CareerSource's Temporary Job Training Experience Program.
- I. obtain written approval from CareerSource before assigning this Agreement.
- J. complete and maintain the required participant time record forms, referral, progress reports and periodic evaluation forms and provide such records upon request by CareerSource for monitoring purposes.

IV. CareerSource Representations and Duties

CareerSource agrees to:

- A. provide a candidate to the Provider for consideration in a temporary job training experience with the Provider containing the candidate's name and area of occupational interest.
- B. provide support services, subject to funding availability, to eligible participants that enable the participant to maintain his/her temporary job training experience and that are allowed by the Program rules, laws and regulations.
- C. inform the Provider of the maximum number of hours each participant is required to participate and the expected length of the participant's placement in the work site activity.
- D. provide the required participant time record forms, progress reports and periodic evaluation forms to be completed by the Provider.
- E. provide the required participant safety equipment, where needed, such as goggles, gloves and safety vests.

V. Manner of Service Provision

- A. The Temporary Job Training Experience Training Outline/Job Description ("Attachment A") must be approved by CareerSource prior to the temporary job training experience beginning for any participant.
- B. Exhibit A Disaster Recovery National Dislocated Worker Grant Federal Award Terms is incorporated herein by reference as though written herein verbatim and constitutes promised performances by Provider, as applicable.
- C. Provider agrees to provide the necessary instruction, supervision and equipment for a participant to perform temporary job training experience duties.
- D. Provider agrees to submit on a weekly basis to CareerSource's payroll vendor a Program time sheet signed and dated by the Provider and the participant. The employee(s) noted by Provider on "Attachment B Authorizing Signature Page" of this Agreement will be responsible for signing the participant's time sheet. Only those Provider employee(s) noted on "Attachment B Authorizing Signature Page" will be authorized to sign the participant's time sheet.
- E. Provider shall train the participant with the necessary skills for an entry level position in the designated job title.
- F. No participant may participate in a temporary job training experience unless the participant is referred to Provider by CareerSource in accordance with the terms of this Agreement.
- G. All participants are to be provided with the same working conditions by Provider accorded to other employees presently in the Provider's work force. However, for purposes of workers' compensation coverage the participant will be considered an employee of the State of Florida. Participants shall not be considered employees of CareerSource or Provider, although Provider shall have all supervisory responsibility.
- H. No currently employed Provider employee shall be displaced by a participant. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for a Provider to displace any regular employee or fail to fill a vacancy so that a worksite participant may fill the job requirements. Based upon the above, Provider must ensure that employees of Providers organization are notified of the Temporary Job Training Experience Program displacement rules and his/her rights under the law and ability to file a grievance. Provider's execution of the Agreement is with the expectation that Provider will be monitored by CareerSource for compliance with this provision and Providers that violate this provision of the Agreement and requirement of the law will be terminated from participation in the program.
- I. No participant shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the provider's personnel policy or collective bargaining agreement.

- J. Provider shall indemnify and hold harmless CareerSource, its officers, agents, employees, and the Palm Beach County Board of County Commissioners from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any actions, claims, suits or damages of any character whatsoever arising out of any negligent act or omission of the Provider or any employee, agent, subcontractor, or representative of Provider.
- K. CareerSource shall indemnify and hold harmless Provider, its officers, agents, employees from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any actions, claims, suits or damages of any character whatsoever arising out of any negligent act or omission of CareerSource or any employee, agent, subcontractor, or representative of CareerSource.
- L. Provider may conduct background checks of potential participants as necessary and as a pre-requisite for acceptance of any participant at a work site.

VI. Termination

Either party may terminate this Agreement, with or without cause, at any time by giving written notice 24 hours in advance to the other party. This Agreement will be modified at anytime without notice to the other party upon change or amendment to any law or regulation that governs the Program.

VII. Monitoring

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Provider shall make available all appropriate personnel for interviews and all participant records or other data relating to matters covered by this Agreement for the purpose of monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. Provider shall respond in writing to monitoring reports and requests for corrective action plans within 20 working days after the receipt of such request from CareerSource.

VIII. No Third Party Beneficiaries

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

IX. Modifications/Amendments

This Agreement may be modified by either party only upon written Agreement executed by both parties. This Agreement may be unilaterally amended by CareerSource if there are changes in federal, state or local laws, rules, regulations or policies.

X. Conflict of Interest

Provider certifies that trainees referred to Provider are not members of Provider's immediate family or the immediate family of any of Provider's supervisory or management staff. To avoid a conflict of interest, all Provider's who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CareerSource or Palm Beach Workforce Development Consortium (Consortium) staff member or CareerSource Board, CareerSource Committee or Consortium member must prior to execution of the Agreement complete and submit to CareerSource the CareerSource Conflict of Interest Disclosure form.

XI. Certification Regarding Drug-Free Workplace Rule

Provider assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 94, subpart F and the Drug Free Workplace Rules established by the Florida Worker's Compensation Commission.

XII. Retention of Records

Provider agrees to retain all, supporting documents and any other documents (including electronic storage media) pertaining to this Agreement for a period of 7 years. Provider shall maintain complete and accurate record keeping and documentation as required by the CareerSource and the terms of this Agreement. Copies of all records and documents shall be made available to the CareerSource upon request at no cost. All invoices and documentation must be clear and legible for audit purposes. Any records not available at the time of an audit will be deemed unavailable for audit purposes.

XIII. Independent Contractor

In the execution of this Agreement and rendering of services prescribed by this Agreement, Provider shall maintain at all times its independent status, and shall be considered an independent Contractor in the performance of its duties and responsibilities under this Agreement. Both parties in the performance of this Agreement will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. CareerSource shall neither have nor exercise any control or direction over the methods by which the Provider shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this Agreement, act of Provider in the performance of this Agreement, or act of CareerSource in the performance of this Agreement, shall be construed as making Provider the agent, servant or employee of CareerSource.

XIV. Indemnification/Hold Harmless

To the extent not otherwise prohibited or limited by Florida law or Federal law or regulation, and without waiving any defense or immunity, Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold harmless the CareerSource, any director, employee, or agent, officers, heirs, and assignees employees, and the Palm Beach County Board of County Commissioners from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Provider or any employee, agent, subcontractor, or representative of the Provider.

Provider further agrees to indemnify, save harmless and defend the Palm Beach Workforce Development Consortium, the Palm Beach County Board of Commissioners, its agents, servants, and employee harmless from any and all demand or cause of action, suits, judgments, or damages including court costs and attorney's fees of whatsoever kind or nature arising out of arising out of any conduct or misconduct, intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the performance of this Agreement, including any claim or actions brought under Title 42 USC §1983, the Civil Rights Act and for which the Palm Beach Workforce Development Consortium, the Palm Beach County Board of Commissioners, its agents, servant of employees are alleged to be liable. In the event of any claim or suit against CareerSource on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, Provider shall furnish to CareerSource, when requested, all evidence and information in possession of Provider pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of CareerSource except where Provider has agreed to indemnify CareerSource or the Palm Beach Workforce Development Consortium or the Palm Beach County Board of Commissioners.

XV. Non-Assignability Clause

This Agreement or any right accruing hereunder shall not be assigned by Provider in whole or in part without the prior written consent of the CareerSource. Any assignment in violation hereof shall be invalid.

XVI. Governing Law And Venue

The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This Agreement shall be interpreted under the laws of the State of Florida.

XVII. Public Announcements And Advertising

CareerSource's approval is required prior to Provider distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource or CareerSource services.

XVIII. Certification Regarding Debarment, Suspension, And Other Matters

Provider certifies that it is not currently presently nor previously within a three-year period in accordance with the U.S. Department of Labor regulations at 29 CFR Part 98, 29 CFR Part 95 and 45 CFR Part 74 preceding the effective date of the Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

XIX. Nondiscrimination And Equal Opportunity

Provider shall establish and maintain a non-discrimination policy in accordance with the Executive Order 11246, as amended by Executive Order 11375, Section 188 of the Workforce Innovation and Opportunity Act of 2014, Executive Order (EO) No. 11246, The Age Discrimination Act of 1975 as amended, Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the basis of race, color or national origin, Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 42 U.S.C. 2000 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, The American with Disabilities Act of 1990, P.L. 101-336 Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80 if applicable.

XX. Energy Efficiency And Energy Policy Act of 2005 (Public Law 109-58)

Provider agrees to comply with all provisions of the Energy Policy Act of 2005 (Public Law 109-58). Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

XXI. In the event a different representative is designated by either Party after execution of this Agreement, written notice including the name, address and telephone number of the new representative will be sent in writing to the other Party.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, Provider and CareerSource have caused this Agreement to be duly executed as of the date set forth below.

Approved By CareerSource:

Approved By Provider (insert Provider name as indicated on page 1 of the Agreement)

By: _____
Signed Steve Craig, CareerSource, President/CEO

By: _____
Signed Authorized Representative (Requires Highest Ranking Officer Such as the President/CEO)

Print Individual's Name & Title

WITNESS: _____

WITNESS: _____

DATE _____

DATE _____

ATTACHMENT A
TEMPORARY JOB TRAINING EXPERIENCE TRAINING OUTLINE/JOB DESCRIPTION

Indicate below the location, job title(s), days, hours and number of slots available at the work-site. If there is more than one job title available at the work-site in the same location, please list the job duties separately. Many providers have different positions available at different locations, if this is the case, please complete a separate Work Site Training Outline/Job Description. Thank you!

1. **Work Site Name and Location:** Enter the legal address of the work site where the participant will be located.

2. Contact Person:

Title:

Telephone Number:

Fax Number:

Alternate Person:

Title:

Telephone Number:

Fax Number:

Job Title	1.	2.	3.	4.
Work Days	S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Work Hours				
# of Slots Available				

3. **Work Site Duties:** List the specific job duties at the work site the participant will perform for each job title listed above

Job Title #1 Job Duties:

Job Title #2 Job Duties:

Job Title #3 Job Duties:

4. List any pre-requisites for acceptance of a participant (finger printing, background check, interview, testing, etc) for the work site activity.

**ATTACHMENT B
AUTHORIZING SIGNATURE PAGE**

Please include the names of all those persons in your organization that would be responsible for signing all timesheets submitted to CareerSource. This will help CareerSource ensure that those signing the timesheets are valid and accurate. CareerSource appreciates your assistance!

PROVIDER STAFF NAME (PRINT)	STAFF SIGNATURE

EXHIBIT A
DISASTER RECOVERY NATIONAL DISLOCATED WORKER GRANT FEDERAL AWARD TERMS

Provider (also referred to as "recipient" or "grantee") agrees to the following terms as applicable:

A. Evaluation, Data, and Implementation

The recipient must cooperate with the DOL in the conduct of a third-party evaluation if required by the grant, including providing DOL or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

B. Personally Identifiable Information

Recipient must recognize and safeguard participant personally identifiable information (PII) except where disclosure is allowed by prior written approval of the participant, Grant Officer or by court order. Recipient must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

C. Buy American Notice

Pursuant to P.L. 115-31, Division E, Title VI, Section 606, by drawing down funds, the recipient agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

D. Health Benefits Coverage for Contraceptives

Pursuant to P.L. 115-31, Division E, Title VII, Section 726, Federal funds may not be used to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

E. Privacy Act

Pursuant to P.L. 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act.

F. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to P.L. 115-31, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

G. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to P.L. 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

H. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to P.L. 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.

Prohibition on Providing Federal Funds to ACORN

Pursuant to P.L. 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

Reporting of Waste, Fraud and Abuse

Pursuant to P.L. 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

I. Requirement for Blocking Pornography

Pursuant to P.L. 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

J. Requirement to Provide Certain Information in Public Communications

Pursuant to P.L. 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

K. Restriction on Health Benefits Coverage for Abortions

Pursuant to P.L. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

L. Restriction on the Promotion of Drug Legalization

Pursuant to P.L. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

M. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to P.L. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

N. Salary and Bonus Limitations

Pursuant to P.L. 115-31, Division H, Title I, Section 105 no funds shall be used by a recipient or sub-recipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/payleave/salaries-wages/2016/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

O. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable...." As a result, in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non-duplication and maintenance of effort. The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to: FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment. If additional areas are declared eligible for assistance by FEMA or another Federal agency as allowable

Temporary Job Training Experience Non-Financial Agreement FL-Disaster 2017 Hurricane Irma

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under WIOA, you may immediately begin to provide services under this grant in those counties. However, the direct recipient must notify its Federal Project Officer in writing of the inclusion of any additional areas that have been appropriately approved by the federal agencies, and include such locations in the full application. For more information on the full application, please see the Condition of Award page included in this grant package.

P. Eligibility

Self-certification – The participant file must document participants' eligibility. Because of the circumstances surrounding the disaster, documentation of eligibility may be difficult to obtain during the initial stages. The Department is prepared to accept an individual's signed certification that they meet the eligibility criteria. The Grantee should have a system in place to verify eligibility for individuals once better data are available. If the Grantee has such a system in place, and if a participant is later found to be ineligible, the costs incurred prior to the discovery of ineligibility will not be disallowed.

Q. Limitations on Duration of Participation

Temporary jobs created under this grant shall be in public or private non-profit agencies. No individual shall be employed in Disaster Relief Employment for more than 12 months related to recovery from a single emergency or disaster, pursuant to WIOA Sec. 170(d)(3)(A). The Department will consider requests from a State to extend employment related to the recovery from this disaster involving the State, for up to an additional 12 months in accordance with WIOA Sec. 170(d)(3)(B).

R. Participant Compensation

Rate of Pay – In accordance with WIOA Section 181(a)(1)(A), generally, participants shall be compensated at the same rates, including periodic increases, as employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law.

Overtime - Participants may work overtime (subject to regulations of the Fair Labor Standards Act with respect to level of compensation) and subject to prior written approval of CareerSource, provided that this is part of the design of the project and regular employees of the employer in question are also working overtime, subject to the limit on duration of participation for workers under this project.

S. Employment Conditions

Benefits and Working Conditions - All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIOA Sec. 181(b)(5)). (Please see item 10f, Restrictions on Health Coverage). If the employer has different policies for temporary employees than for full-time employees, these policies may apply to these participants since the jobs under this grant are classified as temporary.

Health and Safety Standards - Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment (WIOA 181(b)(4)). Where a participant is not covered under a state workers' compensation law, the participant shall be provided with adequate on-site medical and accident insurance for work-related activities.

Safety Training - In order to ensure compliance with the Occupational Safety and Health Act of 1970 and to assure safe working conditions for all temporary job participants, the Grantee must ensure that temporary job participants receive appropriate safety training. For more information, contact your servicing Occupational Safety and Health Administration (OSHA) field office. A listing of OSHA field offices is available at: <http://www.osha.gov/html/RAMap.html>.

T. Work on Private Property

Work on private property is limited to the following two circumstances:

(1) Clean-up activities on private property may be performed by NDWG Disaster participants if workers from units of general local government are also (a) authorized to conduct such work and (b) are performing such work.

(2) As determined by the extenuating circumstances of the disaster for which Title I funds are being provided, repair and restoration activities are authorized on the private property of **economically disadvantaged individuals**, under the following specific conditions. **In order to be authorized, all of the following conditions must be met:**

- a. Work can only be performed on the homes of economically disadvantaged individuals who are eligible for the federally-funded Weatherization program; and
- b. Work may be performed on private land or homes of such individuals if the non- WIOA employees of the employing unit or state or local government workers are authorized to do the same work and are in fact engaged in performing the work using non-WIOA funds; and
- c. Work on private land or buildings is performed to remove health and safety hazards to the larger community; and
- d. The work is limited to returning a home to a safe and habitable level -- not to make home improvements; and
- e. Priority is given for service to the elderly and individuals with disabilities; and

- f. WIOA funds cannot be used for the cost of materials to do repairs; and
- g. Work must be disaster-related and not related to general home improvements authorized under the Federal Weatherization program; and
- h. Work is coordinated with or supervised by the local agency responsible for the Federal Weatherization program.

U. Fish and Wildlife Service (FWS)

In order to ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. NEPA and ESA require NDWG projects to either affirm to FWS that there are no endangered species or habitats within the project area, or to consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. For more information, contact a local FWS field office (www.fws.gov/offices/).

V. Public Policy

a. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

W. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

X. Executive Orders

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

Y. Prohibition on Trafficking in Persons

i. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.
- c. Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Z. Veteran's Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

RESOLUTION 105-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND "2" S.B.W. & ASSOCIATES INC. TO FUND THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of a qualified company to demolish an unsafe structure within city limits located at 185 NW 10th Avenue, South Bay, FL 33343; and

WHEREAS, after much due diligence the City has selected "2" S.B.W. & Associates Inc. to perform said work; and

WHEREAS, the agreed upon contract sum is Seventeen Thousand Five Hundred Ninety Dollars (\$17,590.00); and

WHEREAS, the scope of work consists of: Demolish the entire existing 2 story apartment building; removal of the existing piles or cut off the existing piles 2' below existing grade; Level off lot where existing building was located; and removal of all debris from subject property; and

WHEREAS, the expected project duration is four (4) days; and

WHEREAS, the City desires to enter into an Emergency Demolition Services Agreement ("Agreement") with "2" S.B.W. & Associates Inc.; 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 Demolition Services Agreement between the City of South Bay and "2" S.B.W. & Associates 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 17th day of October 2017.

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

AGREEMENT FOR EMERGENCY DEMOLITION SERVICES

THIS AGREEMENT, made this _____ day of _____ 2017, is by and between the City of South Bay, a Florida municipality, ("City"), whose address is 335 SW 2nd Avenue, South Bay, FL 33493, and "2" S.B.W. & Associates Inc., a Florida corporation, ("Contractor" or "Company"), whose address is 141 Dabou Loop, Belle Glade, FL 33493 for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. SCOPE

The building located at 185 NW 10th Avenue South Bay, FL 33493 needs to be demolished on an emergency basis. Specifically, the building is touching an adjoining property and has created a health, life and safety hazard. Contractor shall furnish any and all materials, tools, supplies, and labor necessary to perform 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) Demolish the entire 2-story apartment building;
- b) Remove the existing piles or cut off the existing piles 2' below the existing grade;
- c) Level off the lot where existing building was located;
- d) Removal any and all debris from the subject property; and
- e) Provide work at the following location: 185 NW 10th Avenue South Bay, FL 33493.

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents. This Agreement is being formulated on an emergency basis due to the health, life and safety of nearby property owners and persons entering the premises where the defects are now located.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of

the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

II. TERM OF AGREEMENT

The initial contract period shall commence on _____, 2017, and shall end no more than thirty days thereafter.

III. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

IV. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City. Payment may be withheld for failure of Contractor to comply with a term, conditions, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

V. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including

any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of 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 City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of South Bay, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of South Bay shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the City Manager's Office at City Hall.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of South Bay must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Pollution and Accidental Spill Insurance

Limit	\$1,000,000
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Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and

documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so. Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business

with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers,

employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable and shall be performed on an emergency basis; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or in the event of federal jurisdiction, in the proper district.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority and Notice

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Any notices pursuant to this Agreement shall be sent to owner for Contractor and City Manager for City.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not

constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF SOUTH BAY

By: _____
City Manager

Approved as to form:

City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Manager

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as manager for "2" S.B.W. & Associates Inc., a Florida company.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

RESOLUTION 106-2017

A RESOLUTION OF THE CITY OF SOUTH BAY APPROVING EMERGENCY BUILDING PERMIT SERVICES; WAIVER OF PERMITTING FEES FOR HURRICANE DAMAGE RELATED REPAIRS FOR NINETY (90) DAYS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a State of Emergency was proclaimed by Governor Rick Scott on September 4, 2017 due to Hurricane Irma; and

WHEREAS, Hurricane Irma has caused extensive damage to public and private property within the City; and

WHEREAS, the expeditious restoration of property to pre-existing conditions is vital to enable the re-establishment of shelter for residents, businesses and public activities; and

WHEREAS, adherence to certain local established building regulations and procedures can delay the process of restoring properties to conditions existing prior to the emergency; and

WHEREAS, there has been a large amount of damage to private property that will necessitate emergency repairs to structures and landscaping; and

WHEREAS, the City anticipates a substantial increase in permit activity over the next ninety 90-days as our neighbors start repairs; and

WHEREAS, the City Commission of the City of South Bay's ("City Commission") approval of emergency Building Permit Services and Waiver of Permitting Fees for Hurricane Damage Related Repairs for ninety (90) days is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY 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. Approval by City Commission and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the City Manager's recommendation relating to the institution of Emergency Building Permit Services and Waiver of Permitting Fees for Hurricane Damage Related Repairs for 90-days as described in Exhibit "A", attached hereto. The City Manager is authorized to take all necessary and expedient action to carry out the aims of this resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon passage and adoption by the City Commission.

PASSED and ADOPTED this 17th day of October, 2017.

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

EXHIBIT "A"

HURRICANE IRMA - 90 DAY BUILDING CODE ENFORCEMENT POLICY

The following policy relates to repairs needed as a result of damages caused by Hurricane Irma over the next 90- calendar day period. The below thresholds for permit activity are split into 3 categories based on the types of permits submitted.

No Permits for previously permitted and inspection work

- Existing fence repair (compliance with local code applies)
- Minor roof- shingle, individual tile pieces and membrane only
- Landscaping - Tree removal and like/kind replacement in same location (invasion species replacement not allowed)
- Non-structural replacements (i.e. car canopies, gazebos, awning, etc.)
- Minor irrigations repairs
- Window and door component repairs and replacement i.e. glass, screens, gaskets, seals, etc. (structural framing requires permit, please see below)
- Screen enclosure and pool barrier repair (non-structural)
- Existing docks and mooring (no additions, extensions or alterations)

Permits (no fees) - 48 hours to file permit application after the fact

- A/C unit replacement
- Structural repairs for windows and doors
- Structural repairs for roofing
- Existing shed replacement (for previously approved and inspected sheds, must be placed in the same location as original)
- Structural repair/replacement (i.e.) car canopies, gazebos, awnings, etc.

Permit and Fees

- All new construction
- New structural construction for renovations, alterations and remodeling
- All other permits other than those listed above

The Building Official Shall determine if other types of work shall be eligible for the above requirements, according to **Florida Building Code**

Important Notice: As per section 110.9.4 of the Florida Building Code: Period of declared disaster. During such periods of time that an area or areas of Palm Beach County is deemed a Federal or State declared Disaster Area, building owners and/or their designated representatives may institute temporary repairs to their property, in order to restore the impermeability to the building envelope and/or secure the property. Such repairs shall be temporary in nature, so as to minimize further damage to the property, and may be undertaken without repair permits and inspections by the local building department, as long as the damage building components and their representatives attachments are not permanently concealed.



Office of the City Manager

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

Taranza L. McKelvin

Shanique S. Scott

Leondrae D. Camel
City Manager

Jessica Figueroa
City Clerk

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

TO: Honorable Mayor and City Commissioners

FROM: Leondrae D. Camel, City Manager

DATE: October 17, 2017

SUBJECT: Motion approving emergency Building Permit Services and Waiver of Permitting Fees for Hurricane Damage Related Repairs for 90-days

Recommendation

It is recommended the City Commission approve a motion approving emergency building permit services and waiver of permitting fees for hurricane damage caused by Hurricane Irma for a period of 90-days.

Background

Due to Hurricane Irma there has been a large amount of damage to private property that will necessitate emergency repairs to structures and landscaping. The department of Planning and Building (department) anticipates a substantial increase in permit activity over the next 90-days as our neighbors start repairs.

To help facilitate this, the department would like to allow permitting to fall into one of three categories as follows:

No Permits for Previously Permitted and Inspected Work

- Existing fence repair (compliance with local code applies)
- Minor roof - Shingle, individual tile pieces and membrane only
- Landscaping - tree removal and like/ kind replacement in same location (invasion species replacement not allowed)
- Non- structural replacements (i.e car canopies, gazebos, awnings, etc.)
- Minor irrigation repairs
- Window and Door component repairs and replacement i.e glass, screens, gaskets, seals, etc. (structural framing requires permit, please see below)
- Screen enclosure and pool barrier repair (non-structural)
- Existing docks and moorings (no additions, extensions or alterations)

Permits (no fees) - 48 Hours to File Permit Application After-the-fact

- A/C unit replacement
- structural repairs for windows and doors
- Structural repairs for roofing
- Existing shed replacement (for previously approved and inspected shed, must be placed in the same location as original)
- Structural repair/ replacement (i.e. car canopies, gazebos, awnings, etc.
- Existing seawall repair (must comply with seawall ordinance)

Permit and fees

- All new construction
- New structural construction for renovations, alterations and remodeling
- All other permits other than those listed above

For required permitting related to hurricane damage, licensed contractors will be permitted to start work on repairs up to the first inspection and will only be required to provide a permit submittal application within 48-hours after work begins.

The department believes this will help our neighbors and businesses in any repair efforts and to obtain a level of comfort with the permitting process.

In addition to the above, the city will be suspending code enforcement activity and focus on reaching out and ensuring our neighbors are safe and providing information on the importance of licensed contractors as well as how the 90-day emergency permitting program works.

Exhibit 1 consists of the above information and relevant Florida Building Permit sections related to this type of permit activity.

Resource Impact

Minimal impact to the building fund is anticipated.

Attachment

Exhibit 1- 90- Day Building Code Enforcement Policy

HURRICANE IRMA - 90 DAY BUILDING CODE ENFORCEMENT POLICY

The Following policy relates to repairs needed as a result of damages caused by hurricane Irma over the next 90- calendar day period. The below thresholds for permit activity are split into 3 categories based on the types of permits submitted.

No Permits for previously permitted and inspection work

- Existing fence repair (compliance with local code applies)
- Minor roof- shingle, individual tile pieces and membrane only
- Landscaping - Tree removal and like/kind replacement in same location (invasion species replacement not allowed)
- Non-structural replacements (i.e. car canopies, gazebos, awning, etc.)
- Minor irrigations repairs
- Window and door component repairs and replacement i.e. glass, screens, gaskets, seals, etc. (structural framing requires permit, please see below)
- screen enclosure and pool barrier repair (non-structural)
- Existing docks and mooring (no additions, extensions or alterations)

Permits (no fees) - 48 hours to file permit application after the fact

- A/C unit replacement
- Structural repairs for windows and doors
- Structural repairs for roofing
- Existing shed replacement (for previously approved and inspected sheds, must be placed in the same location as original)
- Structural repair/replacement (i.e.) car canopies, gazebos, awnings, etc.

Permit and Fees

- All new construction
- New structural construction for renovations, alterations and remodeling
- All other permits other than those listed above

The Building Official Shall determine if other types of work shall be eligible for the above requirements, according to **Florida Building Code**

Important Notice: As per section 110.9.4 of the Florida Building Code: Period of declared disaster. During such periods of time that an area or areas of Palm Beach County is deemed a Federal or State declared Disaster Area, building owners and/or their designated representatives may institute temporary repairs to their property, in order to restore the impermeability to the building envelope and/or secure the property. Such repairs shall be temporary in nature, so as to minimize further damage to the property, and may be undertaken without repair permits and inspections by the local building department, as long as the damage building components and their representatives attachments are not permanently concealed.



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
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Facsimile: 561-996-7950

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Commission

Joe Kyles Sr.
Mayor

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Taranza McKelvi

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 12, 2017
Ref: Weekly check register

Enclosed, please find the summary of check register as of October 12, 2017:

General Fund

- Utility:

Comcast	\$ 229.99
FPL	7,096.63
PBC Water	1,656.87

• Cougar Mountain	3,404.00
• DBI	5,127.66
• CAP Government	3,707.00
• Marthon Fleet	2,023.43
• Clarke	1,762.86
• E-City	2,211.00
• JHL	1,850.00
• Deposit refund	750.00 *
• Coastal network Solution	1,500.00
• Northern PBC	1,550.00
• Purchased of supplies, materials and parts	591.35 A
• Payment for various services	2,331.44 B
• Payroll deductions	3,631.70 C
• Other	3,148.01 D

Total \$ 42,571.94

W & S Fund

US Water

\$ 3,942.43

Sanitation Fund

Southern Waste

\$ 3,773.08

AP Check Register Report

City Of South Bay (CSBFND)

10/6/2017 12:38:42 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10247	AFLAC	AFLAC	10/6/2017	1,796.61	C
10248	ALLY	ALLY	10/6/2017	502.52	D
10249	CAP GOVERNMENT	CAP GOVERNMENT	10/6/2017	3,154.50	
10250	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	10/6/2017	1,500.00	
10251	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	10/6/2017	113.50	C
10252	COMCAST	COMCAST	10/6/2017	229.99	
10253	CULLEN CROMER	CULLEN CROMER	10/6/2017	150.00	X
10254	E-CITY SERVICES	E-CITY SERVICES	10/6/2017	2,211.00	
10256	FPL	FPL	10/6/2017	7,096.63	
10257	IAMAW	IAMAW	10/6/2017	324.72	C
10258	JLH ASSOCIATES	JLH ASSOCIATES	10/6/2017	1,850.00	
10259	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	10/6/2017	801.00	B
10260	LEGALSHIELD	PRE PAID LEGAL SERVICES INC	10/6/2017	25.90	C
10261	LIBERTY NATIONAL	LIBERTY NATIONAL	10/6/2017	661.05	J
10262	MARIA PANTOJA	MARIA PANTOJA	10/6/2017	300.00	*
10263	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	10/6/2017	176.28	C
10264	NORTHERN PALM BEACH	NORTHERN PALM BEACH COUNTY	10/6/2017	1,550.00	
10265	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	10/6/2017	197.70	A
10266	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	10/6/2017	1,656.87	
10267	REXEL	REXEL	10/6/2017	57.23	A
10268	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	10/6/2017	180.00	B
10269	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	10/6/2017	533.64	C
10270	THE PALM BEACH POST	CMG-PB REMITTANCE ADDRESS	10/6/2017	700.44	B
10271	THOMAS MARTINEZ	THOMAS MARTINEZ	10/6/2017	300.00	*
10272	UNUM LIFE INS	UNUM LIFE INSURANCE COMPANY OF AMER	10/6/2017	176.49	D
				Non-Electronic Transactions:	26,246.07
				Total Transactions	26,246.07

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

10/6/2017 3:30:07 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10273	STONY ELECTRICAL LLC	THELUSCA GERARD	10/6/2017	650 00
Totals:			Total Transactions	650 00

3

AP Check Register Report

City Of South Bay (CSBFND)

10/10/2017 5:04:12 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10274	CAP GOVERNMENT	CAP GOVERNMENT	10/10/2017	552.50	
10275	CLARKE	CLARKE	10/10/2017	1,762.86	
10276	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	10/10/2017	3,404.00	
10277	DBI SERVICES	DBI SERVICES	10/10/2017	5,127.66	
10278	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	10/10/2017	60.76	A
10279	HYATT REGENCY SARASO	HYATT REGENCY SARASOTA	10/10/2017	915.00	D
10280	JESSICA FIGUEROA	JESSICA FIGUEROA	10/10/2017	304.00	+
10281	LAKE HARDWARE	LAKE HARDWARE	10/10/2017	104.32	A
10282	MARTHON FLEET	WEX BANK	10/10/2017	2,023.43	
10283	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	10/10/2017	137.86	A
10284	SEMINOLE SUPPLY CO	SEMINOLE SUPPLY CO	10/10/2017	33.48	+
10285	TOWN OF LANTANA	TOWN OF LANTANA	10/10/2017	900.00	D
10286	WISDOM CHASERS PROC	WISDOM CHASERS PROGRAM	10/10/2017	350.00	+
				Non-Electronic Transactions:	15,675.87
				Total Transactions:	15,675.87

AP Check Register Report
City Of South Bay (CSBFND)

10/10/2017 4:03:18 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
151	WASTE MANAGEMENT	WASTE MANAGEMENT	10/10/2017	3,773.08
Non-Electronic Transactions:				3,773.08
Total Transactions				3,773.08

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

10/3/2017 10:47:41 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2122	US WATER	U S WATER SERVICES CORPORATION	10/3/2017	3,942.43
Totals:			Total Transactions	3,942.43