



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

CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
TUESDAY MARCH 03, 2020

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

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

- I. **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.
- II. **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.
- III. **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.

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY COMMISSION CHAMBERS
TUESDAY MARCH 03, 2020
6:30PM

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
- 4. ADJOURNMENT**

REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
CITY COMMISSION CHAMBERS
TUESDAY MARCH 03, 2020
7:00PM

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

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

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

- 1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**

- ## 2. DISCLOSURE OF VOTING CONFLICTS

- ### 3. PRESENTATIONS AND PROCLAMATIONS (Up to 5 minutes)

- 3a. MV Transportation, Inc.:**
Jeanie Chrisiman, General Manager
Felix Collazo, Assistant General Manager

- 4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
(Up to 3 minutes)

- ## 5. CONSENT AGENDA

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

- 5a. Approval of City Minutes - February 18, 2020**
(Regular City Workshop and City Meeting)

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

6a. RESOLUTION NO. 12-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY TO OPERATE A CONGREGATE DINING SITE FOR ELDERLY PERSONS AT TANNER PARK COMMUNITY CENTER; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION NO. 13-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO GRANT A RELEASE OF CITY OF SOUTH BAY INFILL HOUSING PARTICIPATION AND LOT PURCHASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND JULIA MANN, DECEASED; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Election Update:

- Supervisor of Elections
- Election Day: March 17, 2020

10b. March 17, 2020 Commission Meeting Canceled

10c. National League of Cities: Congressional City Conference

March 08-11, 2020

Advocacy Meeting

11. CITY MANAGER REPORT

11a. Purchase Sale Agreement

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY

Page 3773

City Workshop

February 18, 2020

6:30PM

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on February 18, 2020 at 6:30 p.m.

Present:

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

Staff:

Leondrae Camel, City Manager
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Vicky Del Bosquez, Human Resources
Natalie Malone, City Clerk
Nepoleon Collins, Economic and Business Development Director

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**-(*Full discussion/recording available through the City Website*)
 - 3a. Jay Arias- Novenna Community Mental Health-Presentation
Overview of their program
 - 3b. Rosenwald Elementary Report
Mr. Bruce Hightower, Principal
Upcoming events

4. ADJOURNMENT

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

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

CITY OF SOUTH BAY
REGULAR CITY MEETING
Tuesday February 18,2020
At 7:00P.M.

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on February 18, 2020 at 7:00 p.m.

Present:

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

Staff:

Leondrae Camel, City Manager
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Vicky Del Bosquez, Human Resources
Natalie Malone, City Clerk
Nepoleon Collins, Economic and Business Development Director

Mayor Kyles called for any voting conflicts: NONE

PRESENTATIONS/PROCLAMATIONS-(Full discussion/recording available through the City Website)

1.

- 1a. Javian Walker, 2SBW & Associates Inc.**
Project Update on ITB 2019-06: City Hall Wind Retrofit Project
- 1b. Problem Gambling Awareness Month (PGAM)-Proclamation**

2. PUBLIC COMMENTS

3. CONSENT AGENDA- *(Full discussion/recording available through the City Website)***3a. Approval of City Minutes- February 04, 2020**
*(Regular City Workshop and City Meeting)***Moved By: Vice Mayor Barnard****Seconded By: Commissioner Berry****4. RESOLUTIONS-** *(Full discussion/recording available through the City Website)***4a. RESOLUTION NO. 07-2020**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND TOTAL SOLUTION CONTRACTORS INC. ("TSC") FOR THE DEMOLITION OF AN UNSAFE STRUCTURE WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Vice Mayor Barnard**Seconded By: Commissioner McKelvin**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	YES

4b. RESOLUTION NO. 08-2020

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

**Moved By: Vice Mayor Barnard
Seconded By: Commissioner McKelvin**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	YES

4c. RESOLUTION NO. 09-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND R AND D PAVING, LLC FOR THE RECONSTRUCTION OF SOUTH BAY ROADWAYS PROJECT / GLADES AREA RESURFACING AND RECONSTRUCTION PROJECT, PHASE 4; PROVIDING FOR AN EFFECTIVE DATE.

**Moved By: Commissioner McKelvin
Seconded By: Commissioner Wilson**

Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	YES

4d. RESOLUTION NO. 10-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A SOCCER TOURNAMENT AT THE CITY OF SOUTH BAY NATURE PARK FACILITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner Berry
Seconded By: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	YES

4e. RESOLUTION NO. 11-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR VOTING PROCESSING EQUIPMENT USE AND ELECTION SERVICES FOR THE CITY'S MARCH 17, 2020 ELECTION AND ANY OTHER ELECTION CALLED DURING THE CALENDAR YEAR 2020; ESTABLISH A CANVASSING BOARD; AND PROVIDING EFFECTIVE DATE.

**CANVASSING BOARD MEMBER SELECTED BY COMMISSION:
BETTY BARNARD, VICE MAYOR**

Moved By: Commissioner Wilson
Seconded By: Commissioner McKelvin

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner Wilson	YES
Commissioner McKelvin	YES

5. **ORDINANCE-** *(Full discussion/recording available through the City Website)*

- 5a. **ORDINANCE NO. 02-2020**

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, REPEALING AND REPLACING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED, "GENERAL FEE SCHEDULE", OF THE CITY'S CODE OF ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES BY 5%; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Seconded By: Commissioner McKelvin

6. **ROSENWALD ELEMENTARY SCHOOL**

7. **FINANCE REPORT-** *(Full discussion/recording available through the City Website)*

- 7a. **Accounts Payable**

8. **CITY CLERK REPORT-** *(Full discussion/recording available through the City Website)*

- 8a. **Upcoming:**

Palm Beach County League of Cities
February 26, 2020 11:30am
Atlantis Country Club, 190

9. **CITY MANAGER REPORT** *-(Full discussion/recording available through the City Website)*
- 9a. CitiBot
- 9b. Brownfields: 480 US HWY 27N
- 9c. Project Update

10. **CITY ATTORNEY REPORT**

11. **FUTURE AGENDA ITEMS**

12. **COMMISSIONER COMMENTS**

- 12a. **Commissioner Wilson**
Thanked everyone for coming out and acknowledged the Commissioners and guests present.
- 12b. **Commissioner Berry:**
Have a pleasant evening and be safe.
- 12c. **Vice-Mayor Barnard:**
Thanked everyone for coming out and she acknowledged the South Bay Golden Girls. A reminder of the 2020 Census job fair from 9am-1pm on February 19, 2020 was also mentioned.
- 12d. **Mayor Kyles:**
Thanked everyone for coming out and the work everyone does.
(Full discussion/recording available through the City Website)

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION 12-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY TO OPERATE A CONGREGATE DINING SITE FOR ELDERLY PERSONS AT TANNER PARK COMMUNITY CENTER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") previously entered into an agreement with Palm Beach County Division of Senior Services on June 6, 2006 for the provision of a congregate dining site for elderly persons at the Tanner Park Community Center, effective June 12, 2006; and

WHEREAS, Palm Beach County ("County") currently operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line and such sites are located in residences for the elderly, community centers and senior centers at no charge to County for use of the facilities; and

WHEREAS, the parties agree that the City will provide free space for a congregate dining site to be located at the Tanner Park Community Center from Monday through Friday between the hours of 11 a.m. to 1 p.m., excluding certain county holidays and further provide volunteer management services; and

WHEREAS, the new Facility Use Agreement between the parties sets forth a term of one (1) year, upon execution, to be automatically renewed for two (2) additional, consecutive terms of one (1) year and not to extend beyond the year 2023; and

WHEREAS, execution of the 2020 Agreement, attached hereto as Exhibit "A", for the provision of a congregate dining site for elderly persons at Tanner Park Community Center 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, FLORIDA AS FOLLOWS:

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Facilities Use Agreement between the City of South Bay and Palm Beach County for the provision of a congregate dining site for elderly persons through the Division of Senior Services, 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 3rd day of March 2020.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES

This Agreement is made as of the _____ day of _____, 2020 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The City of South Bay, a body of local government authorized to do business in the State of Florida, whose Federal Tax I.D. Number is 59-6000429, hereinafter referred to as the MUNICIPALITY.

NOW THEREFORE, in consideration of the mutual promises contained herein, both the COUNTY and the MUNICIPALITY agree to the following:

ARTICLE 1 – SERVICES

The MUNICIPALITY'S responsibility under this Agreement is to provide, at no charge, the facility located at 105 E. Palm Beach Road, South Bay, Florida, 33493, for a congregate dining site and to provide volunteer management, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Agreement shall be Susan Koester, Nutrition Coordinator, PBC Division of Senior Services; telephone no. (561) 355-4757.

The MUNICIPALITY'S representative/liaison during the performance of this Agreement shall be Leondrae Camel, Manager, City of South Bay; telephone no. (561) 996-6751.

ARTICLE 2 – EFFECTIVE DATE, TERM AND SCHEDULE

This Agreement shall be effective when signed by all parties and approved by The Palm Beach County Board of County Commissioners. The term of this Agreement shall be for a period of three (3) years, commencing on _____, and terminating on _____ (Initial Term), and shall be automatically renewed annually thereafter (Renewal Term) unless terminated as provided for herein or unless either party elects to not renew this Agreement upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions set forth herein.

In the event either party elects not to renew this Agreement at the end of the Initial Term or any subsequent Renewal Term, this Agreement shall terminate at the end of the Initial Term or subsequent Renewal Term and MUNICIPALITY shall have no further rights hereunder.

ARTICLE 3 – USE OF FACILITY

The MUNICIPALITY will allow the COUNTY to utilize the facility identified in Article I without the need for any payment by the County to the MUNICIPALITY.

ARTICLE 4 – TERMINATION

This Agreement may be terminated by the MUNICIPALITY, with or without cause, upon thirty (30) days prior written notice to the COUNTY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the MUNICIPALITY or without cause upon ten (10) business days written notice to the MUNICIPALITY. Unless the MUNICIPALITY is in breach of this Agreement, the MUNICIPALITY shall be paid for services rendered (if applicable) to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice by either party, except as otherwise directed by the party delivering the notice in writing the:

COUNTY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work or use of the facility.
- C. Remove all County equipment from the facility; restore the facility to its original condition, reasonable wear and tear excepted and vacate the facility on or before the last day of the above notice period.

MUNICIPALITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 – PERSONNEL

The MUNICIPALITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the MUNICIPALITY or under its supervision, and all personnel (and all volunteers) engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the MUNICIPALITY'S personnel (including subcontractors and staff/volunteers), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 – AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 7 – INSURANCE

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes, each party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law. To the extent either party is not self-insured, the following shall apply:

- A. MUNICIPALITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. MUNICIPALITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by MUNICIPALITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MUNICIPALITY under the Agreement.
- B. **Commercial General Liability** MUNICIPALITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. MUNICIPALITY shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** MUNICIPALITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. MUNICIPALITY shall provide this coverage on a primary basis.
- D. **Professional Liability** MUNICIPALITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of MUNICIPALITY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, MUNICIPALITY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, MUNICIPALITY shall purchase a SERP with a minimum

reporting period not less than 3 years. MUNICIPALITY shall provide this coverage on a primary basis.

ARTICLE 7 – INSURANCE (cont’d)

- E. **Additional Insured** MUNICIPALITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” MUNICIPALITY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** MUNICIPALITY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then MUNICIPALITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should MUNICIPALITY enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Agreement, MUNICIPALITY shall deliver to the COUNTY’S representative as identified in Article 23, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to
- PALM BEACH COUNTY
c/o: Community Services Department
Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401
- H. **Umbrella or Excess Liability** If necessary, MUNICIPALITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

- J. COUNTY shall maintain the same coverages and bear the same obligations as required for MUNICIPALITY above.

ARTICLE 8 – INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall protect, defend, reimburse, indemnify and hold the MUNICIPALITY its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance over the course of this Agreement or due to the acts or omissions of the COUNTY, and the MUNICIPALITY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance over the course of this Agreement or due to the acts or omissions of the MUNICIPALITY.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 9 – SUCCESSORS AND ASSIGNS

The COUNTY and the MUNICIPALITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the MUNICIPALITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 10 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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, including but not limited to any citizen or employees of the COUNTY and/or MUNICIPALITY.

ARTICLE 11 – CONFLICT OF INTEREST

The Parties represents that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County

Code of Ethics. The Parties further represents that no person having any such conflict of interest shall be employed for said performance of services.

ARTICLE 11 – CONFLICT OF INTEREST (cont'd)

The Parties shall promptly notify the other Party's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance, which may influence or appear to influence the Party's judgement or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Party may undertake and request an opinion of the COUNTY Ethics Commission as to whether the association, interest or circumstance would, in the opinion of the Commission, constitute a conflict of interest if entered into by that Party. . If, in the opinion of the Commission, the prospective business association, interest or circumstance would not constitute a conflict of interest, the Party shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

ARTICLE 12 – EXCUSABLE DELAYS

The MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without it or its subcontractors fault or negligence, the agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 13 – ARREARS

The MUNICIPALITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgement, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 14 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The MUNICIPALITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the MUNICIPALITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior

written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 14 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS (cont'd)

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

ARTICLE 15 – INDEPENDENT AGREEMENT OR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 – CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona-fide employee working solely for the MUNICIPALITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 17 – ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY 'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements,

transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

ARTICLE 17 – ACCESS AND AUDITS (cont’d)

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 18 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of agreements/contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the agreement.

As a condition of entering into this Contract, the MUNICIPALITY represents and warrants that it will comply with the COUNTY’S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the MUNICIPALITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MUNICIPALITY retaliate against any person for reporting instances of such discrimination. The MUNICIPALITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County’s relevant marketplace in Palm Beach County. The MUNICIPALITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. MUNICIPALITY shall include this language in its subcontracts.

ARTICLE 19 – AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 20 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or

circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 21 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 22 – MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the MUNICIPALITY of the COUNTY'S notification of a contemplated change, the MUNICIPALITY shall, in writing and advise the COUNTY if the contemplated change shall affect the MUNICIPALITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the MUNICIPALITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the MUNICIPALITY shall not commence work on any such change until such written amendment is signed by the MUNICIPALITY and approved and executed on behalf of Palm Beach County.

ARTICLE 23 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Susan Koester, Nutrition Coordinator
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the MUNICIPALITY, notices shall be addressed to:

Leondrae Camel, City Manager
South Bay City Hall
335 SW 2 Ave
South Bay, FL 33493

With copy to:

Burnadette Norris-Weeks, Esq., City Attorney
Burnadette Norris-Weeks, PA
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

ARTICLE 24 – ENTIRETY OF AGREEMENT

Both The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 – CRIMINAL HISTORY RECORDS CHECK

The MUNICIPALITY and its employees, subcontractors of the MUNICIPALITY and employees of the subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolution R-2003-1274, as amended. The MUNICIPALITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the MUNICIPALITY acknowledges that services include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings, which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the MUNICIPALITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The MUNICIPALITY shall make every effort to collect the badges of its employees and its subcontractor’s employees upon conclusion of the agreement and return them to the COUNTY. If the MUNICIPALITY or its subcontractor(s) terminates an employee who has been issued a badge, the MUNICIPALITY must notify the COUNTY within two (2) hours. At the time of termination, the MUNICIPALITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the MUNICIPALITY if the MUNICIPALITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated MUNICIPALITY employee or subcontracted employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 26 – REGULATIONS; LICENSING REQUIREMENTS

The MUNICIPALITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. MUNICIPALITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 27 – SCRUTINIZED COMPANIES (when Agreement value is greater than \$1 million)

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by MUNICIPALITY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of agreement renewal, if applicable.

ARTICLE 28 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the MUNICIPALITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the MUNICIPALITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The MUNICIPALITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement, if the MUNICIPALITY does not transfer the records to the public agency.

ARTICLE 28 – PUBLIC RECORDS (cont'd)

Upon completion of the agreement, the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the MUNICIPALITY transfers all public records to the County upon completion of the agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the MUNICIPALITY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. MUNICIPALITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 29 - APPLICABILITY

The provisions of Sections 12-28 are applicable to the COUNTY to the same extent as they are applicable to MUNICIPALITY. Where MUNICIPALITY is named in each provision it is understood and agreed that COUNTY is named as well.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the MUNICIPALITY has hereunto set its hand the day and year above written.

ATTEST:

COUNTY:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Community Services Department

ATTEST:

MUNICIPALITY:

By: _____
Clerk

By: _____
Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Leondrae D. Camel
Printed Name

By: _____
Attorney

City Manager
Title

EXHIBIT "A"
SCOPE OF WORK
USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES

The COUNTY operates congregate meal sites for qualifying seniors in locations north of Hypoluxo Road to the Martin County line. These sites are located in residences for the elderly, community centers, and senior centers. Owners of these facilities donate space to the COUNTY and no charge is required to reimburse the owners for use of these facilities.

The MUNICIPALITY shall provide space for a congregate dining site located at Tanner Park Community Center, 105 E. Palm Beach Road, South Bay, Florida 33493 on the following days of the week: Monday through Friday, excluding county holidays as detailed in Exhibit "B".

There shall be no cooking of food by the COUNTY at the aforementioned meal site.

Both the MUNICIPALITY and the COUNTY shall acknowledge that the meals provided by the Palm Beach County Board of County Commissioners for this program are funded through the OAA (Older Americans Act) and sponsored by the State of Florida Department of Elder Affairs (DOEA) and Area Agency on Aging of the Palm Beaches and Treasure Coast (AAA) when marketing and/or publicizing the meal site.

I. The following provisions shall be rendered by the MUNICIPALITY:

- A. A meal site space, which includes appropriate quality dining tables and chairs in ample quantity.
- B. Bathrooms close to dining room that shall be handicapped accessible.
- C. Telephone for county employee to utilize when necessary.
- D. A kitchen/ kitchenette space that includes:
 - 1) A sink with cold running water and hot running water capable of being maintained at a temperature of 100 degrees.
 - 2) A refrigerator capable of maintaining required cold food temperatures.
 - 3) Lockable storage space in or in close proximity to the kitchen of adequate size for all program supplies needed.
 - 4) The proper electrical requirements for any hot-holding equipment the COUNTY provides.
- E. The MUNICIPALITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of dining room and kitchen equipment provided.
- F. The MUNICIPALITY will be responsible for all client meal reservations, including phone reservations and walk-in clients, in accordance with program requirements.
- G. The MUNICIPALITY shall be responsible to communicate a daily meal order to the Nutrition Program Office every business day by 2PM for the following business day's meal.

EXHIBIT "A"

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

II. The following provisions shall be rendered by the MUNICIPALITY (cont'd):

- H. The MUNICIPALITY shall be responsible for recruitment, assignment and attendance of staff/volunteers to conduct day-to-day operations of the meal site. The COUNTY may be able to provide meal service support on a limited, temporary capacity only for absent site workers. The COUNTY requires a guaranteed number of staff present at each meal service in relative proportion to the number of meal recipient reservations. The COUNTY reserves the right to excuse from service to the Congregate Meal Program any staff that cannot reasonably complete duties as trained or create a hostile environment for others. **Failure to supply an adequate number of staff will place continuation of the congregate meal program at risk.**
- I. The MUNICIPALITY shall assure a minimum of fifteen (15) program participants attending meal service. This number is required for continuance of the meal program. **Continuance of average daily attendee headcounts below 15 may require the cancellation of the congregate meal program at facility.**
- J. The MUNICIPALITY is responsible for the acquisition and scheduling of staff and/or volunteers to conduct Nutrition Assessments with program participants as needed. The Nutrition Assessment is a set of questions completed with an applicant prior to their joining the Congregate Meal Program and then again annually during the participant's anniversary month. Meal site personnel completing Nutrition Assessments must have completed DOSS training and passed the necessary background screening contained in s.430.0402 and Chapter 435 of the Florida Statutes. If the individual completing Nutrition Assessments is a MUNICIPALITY staff member, the MUNICIPALITY is responsible for the arrangement of and fees associated with the necessary background check prior to the start of such work. If the individual completing Nutrition Assessments is a true volunteer, the COUNTY shall be responsible for the arrangement of and fees associated with the necessary background check.
- K. The MUNICIPALITY shall be responsible for providing each of the following for their MUNICIPALITY staff members conducting Nutrition Assessments at the congregate meal site: 1) A Background Screening Affidavit of Compliance (ATTACHMENT A), and 2) Level II Background Screening results and updates as applicable.

EXHIBIT "A"
SCOPE OF WORK
USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

I. The following provisions shall be rendered by the COUNTY:

- A. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food.
- B. All food and necessary food service related supplies, including food containers, utensils and paper products shall be furnished by the COUNTY or through its designated food service vendor, subject to the availability of funds.
- C. Any property and/or fixtures installed or stored at the site by the COUNTY shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.
- D. The COUNTY shall be responsible for providing training to the staff/volunteers who will be completing Nutrition Assessments. Staff/volunteers conducting Nutrition Assessments must meet the background screening requirements contained in s. 430.0402 and Chapter 435, Florida Statutes, and must complete the required training provided by the COUNTY.
- E. The COUNTY shall provide training to staff and volunteers recruited to work at the meal site in topics to include but not limited to; site management, food sanitation and safety, food portioning, fire safety, and required paperwork requirements. Staff and volunteers shall be trained prior to assuming meal site assignments as well as once every calendar year. Required paperwork includes but is not limited to the taking and documentation of food temperatures at delivery and service time, the recording of site refrigerator internal temperatures and completion of a daily attendance signature roster.
- F. The COUNTY shall monitor the meal site periodically in regards to compliance with Older American's Act (OAA) grant standards, and conduct client satisfaction surveys at a minimum of once annually.
- G. The COUNTY shall provide Nutrition Education materials, planned by the COUNTY's registered dietitian, at least once monthly. Nutrition Counseling conducted by a registered dietitian, will be offered to high-risk clients as determined by a nutrition assessment.

EXHIBIT “A”

SCOPE OF WORK

USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES (cont’d)

- I. The following provisions shall be rendered by the COUNTY (cont’d):
- H. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the congregate meal program. The COUNTY shall retain sole possession of the key to the contribution box. The COUNTY shall remove the contributions collected in the presence of a volunteer and/or MUNICIPALITY employee. Contributions collected shall be documented on a weekly basis on the Congregate Weekly Contribution Receipt form in ink with the date and amount of funds collected and signed by the COUNTY site manager and volunteer and/or MUNICIPALITY employee. A copy of the completed Congregate Weekly Contribution Receipt form is kept by the MUNICIPALITY’S designated employee. The Contribution box shall be locked until a COUNTY employee collects contributions.

Remainder of the page intentionally left blank.

EXHIBIT “B”

COUNTY HOLIDAY SCHEDULE:

- New Year’s Day
- Martin Luther King, Jr. Day (3rd Monday in January)
 - President’s Day (3rd Monday in February)
 - Memorial Day (last Monday in May)
 - Independence Day
 - Labor Day (1st Monday in September)
 - Columbus Day (2nd Monday in October)
 - Veteran’s Day
 - Thanksgiving Day
 - Floating Holiday (Day after Thanksgiving)
- Floating Holiday (Day before or after Christmas)
 - Christmas Day

RESOLUTION 13-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO GRANT A RELEASE OF CITY OF SOUTH BAY INFILL HOUSING PARTICIPATION AND LOT PURCHASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND JULIA MANN, DECEASED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay, Florida ("City") entered into an Infill Housing Participation and Lot Purchase Agreement ("Agreement") with Julia Mann on March 5, 1997; and

WHEREAS, per the terms of the Agreement, Ms. Mann was required to reside in the subject property for a minimum of fifteen (15) consecutive years from the date of issuance of the Certificate of Occupancy; and

WHEREAS, Ms. Mann resided at the property, located at 110 NW 11th Avenue, South Bay, Florida 33493, until her death on September 18, 2014 thereby fulfilling the terms of the Agreement; and

WHEREAS, Julia Mann son, Rockie Mann is a survivor who is handling his mother's estate and is currently under contract to sell said property with a strict closing deadline of March 15, 2020; and

WHEREAS, the stipulated closing date is a pressing matter that involves a mortgage payoff now due to the United States Department of Agriculture ("USDA"); and

WHEREAS, the City desires to release the participation lot from any remaining requirements of the South Bay Infill Housing Participation and Lot Purchase Agreement.

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 issue a Release of City of South Bay Infill Housing Participation and Lot Purchase Agreement between the City of South Bay and

Julia Mann (deceased) attached hereto as Exhibit "A". This resolution shall extend to the decedent's estate and all lawful representatives of the Estate of Julia Mann.

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

PASSED and ADOPTED this 3rd day of March 2020.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, 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 Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Request for Proposal for Release of City of South Bay Infill Housing Participation and Lot Purchase Agreement

DATE: February 25, 2020

TO: City of South Bay Commission

FROM: Colleen Robinson, First International Title, Inc. - Jupiter

SUBJECT: Agreement between the City of South Bay and Julia Mann

First International Title, Inc.- Jupiter is in need of a release of the City of South Bay Infill Housing Participation and Lot Purchase Agreement ("Agreement") that was contracted with Julia Mann.

The Pertinent details are as follows:

1. The Infill Agreement was signed on March 5th 1997.
2. The stipulation in the "Agreement" Under Item 7 (d) Owner Occupied Requirements (Page 16) states that Julia Mann was to reside at the property for not less than a "minimum of 15 (fifteen) consecutive years from the date of issuance of the Certificate of Occupancy."
3. Julia Mann resided at that property until her death on September 18, 2014. Therefore meeting the requirements of the "Agreement".
4. The Property description is as found under Item 2 Description of Lot to Convey: (Page 14) – South ½ of Lot 11, Crosby Subdivision, South Bay, Florida. The current and actual legal description is defined as: **The South One-half of Lot 11, THE CROSBY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 21, Page(s) 34 of the Public Records of Palm Beach County, Florida.**
 - Physical address: 110 NW 11th Avenue, South Bay, Florida 33493
 - Parcel Control Number (PCN): 58-36-44-14-02-000-0112
5. Julia Mann has been succeeded by her son, Rockie Mann who is handling her estate. Mr. Mann is currently under contract to sell this property with a strict closing date of March 15, 2020.
6. The stipulated closing date is a pressing one that also corresponds with a mortgage payoff due to the United States Department of Agriculture ("USDA") which cannot

exceed 45 days or the sale is null and void. Therefore the strict adherence to the March 15th deadline is necessary.

Enclosed is a copy of the original recorded Infill Agreement between the City of South Bay and Julia Mann signed on March 5, 1997 and recorded March 19, 1997.

All questions and correspondence should be directed to Colleen Robinson in writing or via email at the physical/email address listed below or by calling 561-354-1050. Contact with First International Title, Inc.- Jupiter personnel other than Colleen Robinson regarding this RFP may delay the resolution of this matter.

We will look forward to receiving your response to the proposal on or before March 6, 2020.

Sincerely,

Colleen Robinson
First International Title, Inc.- Jupiter
1930 Commerce Lane, Suite 2
Jupiter, Florida 33458
P: 561-354-1050
F: 561—354-1048
Email: colleen.robinson@firstintitle.com

CITY OF SOUTH BAY

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

INFILL HOUSING PARTICIPATION AND LOT PURCHASE AGREEMENT

THIS AGREEMENT, made this 5th day of March, 1997, between
the City of South Bay, a political subdivision of the State of Florida,
hereinafter referred to as the City, and _____,
Julia Mann, hereinafter referred to as the Infill
Housing Participants.

W I T N E S S E T H

WHEREAS, The City and the Infill Housing Participants desire to
enter into an Agreement, wherein the City conditionally conveys a
single-family lot to the Infill Housing Participants, hereinafter referred
to as property; and

WHEREAS, said conditional conveyance requires that the Infill
Housing Participants must meet certain provisions prior to becoming the
owner in fee Simple of said single-family lot and improvements.

NOW, THEREFORE, in consideration of the mutual covenants
contained herein, it is agreed:

1. CONVEYANCE BY CITY DEED:

The City, upon determination and verification of the
qualifications and financial ability of the Infill Housing
Participants to construct a single-family home, will
conditionally convey, by Statutory Deed to the Infill Housing
Participants, the property described in Section 2, herein.
Said statutory deed shall contain the covenants described
herein.

2. DESCRIPTION OF LOT TO CONVEY:

The City will conditionally convey to the Infill Housing
Participants, the following legally described property
subject to any easements and/or restrictions of Public
Record:

South 1/2 of Lot 11, Crosby Subdivision

South Bay, Florida

3. PURCHASE PRICE:

As the purchase price for the above described property, the
Infill Housing Participants agree to pay the City the sum of

Ten and 00/100 Dollars (\$10.00) and provide other valuable consideration as set forth in the agreement.

4. ABILITY TO CONSTRUCT:

The Infill Housing Participants represent by signing this Agreement, that he/she/they have the financial ability to construct and rehabilitate the property described in Section 2 herein, and the Infill Housing Participants assume full responsibility for a continuation of the ability.

5. TAXES:

The Infill Housing Participants agree to assume full responsibility for the payment of all taxes and special assessments due and payable as of the date of conveyance. The City agrees to advise the County Tax Office of these transactions.

6. CITY'S REVIEW AND APPROVAL:

All contracts affected between the Infill Housing Participants and any person, contractor, subcontractor, corporation or other entity, must be reviewed and approved by the City prior to the start of any work pursuant to said contract.

7. CONDITIONS OF CONVEYANCE:

The Infill Housing Participants agree to the following conditions of conveyance:

a. Assurance of Contractor

To secure a contract within forty-five (45) days of execution of this agreement with a licensed General Contractor for the the construction of a single-family home on said property which contract shall provide for commencement of construction within forty-five (45) days from the execution of said contract and completion of construction within one hundred twenty (120) days of the start of construction.

b. Assurance of financing

To secure primary mortgage financing within forty-five (45) days from the execution of this agreement.

c. Compliance with In-fill Policy and Procedures:

This Agreement is subject to and shall comply with the terms and condition of the Palm Beach County Infill Housing Program Policies and Procedures Manual PPH-HC-0-207 made effective September 1, 1990, as may be amended, copies of which have been provided to the City and the Infill Housing Participants, receipt of which is hereby acknowledged.

d. Owner-Occupant Requirement:

The Infill Housing Participants covenant that, pursuant to the participants obligations under this Agreement, the property will be used as his/her/ or their principal residence for a minimum of fifteen (15) consecutive years from the date of issuance of the Certificate of Occupancy. The Infill Housing Participants agree that if: 1) title to the subject Property is transferred or conveyed within said fifteen (15) years; and/or 2) the subject Property is leased, rented, or otherwise not owner occupied within said fifteen (15) years; and/or 3) this Agreement between the City and the Infill Housing Participants is breached within said fifteen (15) year period, then; the amounts paid by the City to acquire the lot along with all the City's other costs of acquiring and transferring the property to the Infill Housing Participants, or the present appraised value of the lot without consideration of the improvements thereon, whichever amount is greater, shall be paid to the City. This section shall survive closing and may be enforced separately or by reversion of the entire property with improvements as provided in Paragraph 8. The date of occupancy shall commence when the Certificate of Occupancy is issued for a single-family home on property described in Section 2 of this agreement.

e. Anti-Drug Requirements:

The Infill Housing Participants agree to comply with Section 5101 of the Anti-Drug Abuse Act of 1988, as amended, Section 6(1) of the United States Housing Act

of 1937. The Infill Housing Participants or any member of the Infill Housing Participants' household shall not engage in criminal activity including drug-related criminal activity on the property while the Infill Housing Participants or heirs own said property. Violation of this provision shall result in the triggering of the reversionary provisions contained in Paragraph 8 of this agreement.

7. Mandatory Radon Disclosure Statement:

The Mandatory Radon Disclosure Statement on real estate sales and lease contracts, Florida Statutes (404.056)(8).

The notice must contain the following language:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

9. Full Compliance:

When the Infill Housing Participants have fully complied with the terms of this Agreement, the City shall record a Satisfaction and Release of this Agreement in the public records of Palm Beach County.

8. REVERSION AND FORECLOSURE

In the event the Infill Housing Participants do not meet each and every obligation contained herein, the City shall have the right to demand that the Infill Housing Participants reconvey the subject Property to the City. In the event the City elects to demand reconveyance, the Infill Housing Participants must convey the subject Property by Warranty Deed within sixty (60) days from the receipt of Reconveyance Notice. The terms of this article shall survive closing. The terms of this article are subordinate

to the primary mortgage financing secured pursuant to
section 7 (b).

9. **NONDISCRIMINATION:**

The Infill Housing Participants and the City agree for
itself, its heirs, and any successor(s) in interest not to
discriminate on the basis of race, religion, sex, age,
sexual orientation, disability familial status, marital
status or national origin in the sale, lease, rental or in
the use or occupancy of the subject Property hereby conveyed
or any part thereof.

IN WITNESS WHEREOF, the parties have executed this instrument as
of the 5th day of March, 1997.

Marilyn Brown-Owens
WITNESS Marilyn Brown-Owens

Virginia K. Walker
WITNESS Virginia K. Walker

Julia Mann
INFILL PARTICIPANT
Julia Mann

INFILL PARTICIPANT

CITY OF SOUTH BAY

Rebecca Abrams
WITNESS Rebecca Abrams

Virginia K. Walker
WITNESS Virginia K. Walker

CITY OF SOUTH BAY

By Clarence Anthony, Mayor
Clarence Anthony, Mayor

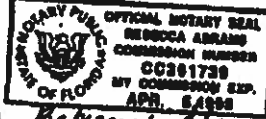
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: S. A. Thomas
City Attorney
S.A. Thomas

State of Florida
County of Palm Beach

The foregoing
instrument was
acknowledged
before me this

5th day of March
1997, by Julia Mann
who is personally known
to me.





City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

Interim City Clerk
Natalie Malone

Burnadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: February 28, 2020
Ref: Weekly check register

Enclosed, please find the summary of check register as of February 28, 2020:

General Fund

• Utility:		
Comcast	\$	984.94
AT & T		673.63
• Bank of America		3,485.96
• PBC Sheriff		18,657.42
• Burnadette Norris-Weeks, PA		6,843.92
• United Health		13,708.73
• Coastal network		1,500.00
• CAP Government		4,176.28
• Brandano Displays, Inc		9,120.00
• Ford credit		1,768.20
• Clarke		1,817.17
• Purchased of supplies, materials and parts		1,933.81 A
• Payment for various services		2,555.56 B
• Payroll deductions		4,943.47 C
• Other		970.48 D
Total	\$	<u>73,139.57</u>

Capital Project

Kimley Horn Associates	\$	18,377.46
Timothy McKee, Inc.		9,660.00
		<u>28,037.46</u>

Sanitation Fund

Waste Management	\$	<u>14,280.65</u>
------------------	----	------------------

W & S Fund

US Water	\$	<u>3,942.43</u>
----------	----	-----------------

AP Check Register Report

City Of South Bay (CSBFND)

02/14/2020 10:24:29 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12400	BELLE GLADE CHAMBER	BELLE GLADE CHAMBER OF COMMERCE	02/14/2020	150.00	D
12401	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	02/14/2020	74.79	A
12402	COMCAST	COMCAST	02/14/2020	121.36	
12403	COMCAST BUSINESS	COMCAST	02/14/2020	650.28	
12404	FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	02/14/2020	868.46	
12405	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	02/14/2020	576.69	A
12406	HOOK'S WELDING	HOOK'S WELDING	02/14/2020	109.79	B
12407	INDEPENDENT NEWSPAP	INDEPENDENT NEWSMEDIA INC.USA	02/14/2020	79.56	
12408	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	02/14/2020	496.63	
12409	KELLY TRACTOR	KELLY TRACTOR	02/14/2020	98.40	A
12410	NEOFUNDS BY NEOPOST	NEOFUNDS BY NEOPOST	02/14/2020	500.00	B
12411	PERFORMANCE NAPA	PERFORMANCE NAPA	02/14/2020	88.88	A
12412	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	02/14/2020	335.80	D
12413	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	02/14/2020	265.00	B
Non-Electronic Transactions:				4,415.64	
Total Transactions:				4,415.64	

AP Check Register Report

City Of South Bay (CSBFND)

02/20/2020 4:44:46 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12414	AT&T MOBILITY	AT&T MOBILITY -ROC	02/20/2020	673.63	
12415	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	02/20/2020	74.03	A
12416	BRANDANO DISPLAYS INC	BRANDANO DISPLAYS INC	02/20/2020	9,120.00	
12417	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	02/20/2020	6,843.92	
12418	COMMUNITY ASPHALT	OHL COMMUNITY ASPHALT	02/20/2020	635.62	A
12419	FEDERAL EXPRESS	FEDERAL EXPRESS	02/20/2020	186.61	B
12420	FORD MOTOR CREDIT	FORD MOTOR CREDIT COMPANY	02/20/2020	899.74	
12421	VRC	VRC	02/20/2020	332.63	B
12422	XEROX CORP	XEROX CORPORATION	02/20/2020	296.66	✓
Non-Electronic Transactions:				19,062.84	
Total Transactions:				19,062.84	

AP Check Register Report

City Of South Bay (CSBFND)

2/27/2020 2:43:39 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12424	AFLAC	AFLAC	2/27/2020	1,645.76	C
12425	BOARD OF COUNTY	BOARD OF COUNTY COMMISSIONERS	2/27/2020	110.00	D
12426	CAP GOVERNMENT	CAP GOVERNMENT	2/27/2020	4,176.28	
12427	CLARKE	CLARKE	2/27/2020	1,817.17	
12428	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	2/27/2020	1,500.00	
12429	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	2/27/2020	1,454.05	C
12430	COMCAST	COMCAST	2/27/2020	213.30	
12431	EVERGLADES TRADING	EVERGLADES TRADING	2/27/2020	80.00	A
12432	FEDERAL EXPRESS	FEDERAL EXPRESS	2/27/2020	58.68	B
12433	IAMAW	IAMAW	2/27/2020	413.07	C
12434	LAKE HARDWARE	LAKE HARDWARE	2/27/2020	185.83	A
12435	LIBERTY NATIONAL	LIBERTY NATIONAL	2/27/2020	536.52	C
12436	MUTUAL OF OMAHA	MUTUAL OF OMAHA	2/27/2020	307.93	D
12437	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	2/27/2020	18,657.42	
12438	PERFORMANCE NAPA	PERFORMANCE NAPA	2/27/2020	51.36	A
12439	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	2/27/2020	230.00	B
12440	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	2/27/2020	654.23	C
12441	UNITED HEALTH CARE	UHS PREMIUM BILLING	2/27/2020	13,708.73	
12442	WALMART COMMUNITY	WAL-MART COMMUNITY	2/27/2020	68.21	A
12443	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	2/27/2020	239.84	C
Non-Electronic Transactions:				46,108.38	
Total Transactions:				46,108.38	

AP Check Register Report

City Of South Bay (CSBFND)

02/26/2020 11:06:13 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
179	KIMLEY HORN AND ASSO	KIMLEY HORN AND ASSOCIATES INC	02/26/2020	18,377.46
Non-Electronic Transactions:				18,377.46
Total Transactions:				18,377.46

AP Check Register Report

City Of South Bay (CSBFND)

02/18/2020 3:16:51 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
178	TIMOTHY B. MCKEE INC	TIMOTHY B. MCKEE INC.	02/18/2020	9,660.00
Non-Electronic Transactions:				9,660.00
Total Transactions:				9,660.00

AP Check Register Report

City Of South Bay (CSBFND)

02/27/2020 10:04:05 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
210	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	02/27/2020	1,975.31
Non-Electronic Transactions:				1,975.31
Total Transactions:				1,975.31

AP Check Register Report
City Of South Bay (CSBFND)

02/14/2020 2:53:26 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
209	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	02/14/2020	12,305.34
Non-Electronic Transactions:				12,305.34
Total Transactions:				12,305.34

AP Check Register Report

City Of South Bay (CSBFND)

02/27/2020 10:58:51 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2152	US WATER	U.S. WATER SERVICES CORPORATION	02/27/2020	3,942.43
Non-Electronic Transactions:				3,942.43
Total Transactions:				3,942.43