



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 AUGUST 20, 2019

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 AUGUST 20, 2019
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. FY 2019-2020 Proposed Budget Capital Project
- 4. ADJOURNMENT**

**REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
CITY COMMISSION CHAMBERS
TUESDAY AUGUST 20, 2019
7:00PM**

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

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

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

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS/PROCLAMATIONS

3a. Appreciation and Recognition for Mrs. Dionne Napier

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

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

5a. Approval of City Minutes - August 06, 2019 (Regular City Workshop and City Meeting)

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

6a. RESOLUTION NO. 33-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED LOBBYING SERVICES AGREEMENT BETWEEN JORDAN CONNORS GROUP, INC. AND THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

6b. RESOLUTION: 34-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR AUDIT SERVICES BETWEEN THE CITY OF SOUTH BAY AND HCT

**CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS,
LLC; PROVIDING FOR EFFECTIVE DATE.**

6c. RESOLUTION NO. 35-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE THIRTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

6d. RESOLUTION NO. 36-2019

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 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE

ORDINANCE NO. 03-2019: SECOND AND FINAL READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CHANGING THE DATE OF THE MARCH 2020 GENERAL ELECTION TO COINCIDE WITH THE STATEWIDE PRESIDENTIAL PREFERENCE PRIMARY; ESTABLISHING THE DATES FOR QUALIFICATION OF CANDIDATES; PROVIDING FOR TRANSMITTAL TO THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Palm Beach County League of Cities

- August 28, 2019 at 11:30am: The Spanish River Library
- December 06, 2019 at 12: 00pm – 2:30pm: Lomax Harrelle Pavilion

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY

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City Workshop

August 06, 2019

6:00PM

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 August 06, 2019 at 6:00 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner John Wilson at 6:07pm

Staff:

Leondrae Camel, City Manager
Lisa Crawford, City Attorney
Natalie Malone, City Clerk
Catalina Cruz, City Clerk Assistant
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic and Business Development Manager

1. Presentations/Proclamations

1a. FY 2019-2020 Proposed Budget Capital Project Presentation

Leondrae Camel, City Manager
Massih Saadatmand, Finance Director

The Proposed Annual Budget for FY 2019-2020 was presented.
(Full discussion recording available through the City Website)

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

Motion moved by: Vice Mayor Barnard

Second by: Commissioner Wilson

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

CITY OF SOUTH BAY
REGULAR CITY MEETING
AUGUST 06, 2019
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 August 06, 2019 at 7:00 p.m.

Present:

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

Staff:

Leondrae Camel, City Manager
Lisa Crawford, City Attorney
Natalie Malone, City Clerk
Catalina Cruz, City Clerk Assistant
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic and Business Development Manager

Mayor Kyles called for any voting conflicts: None

1. PRESENTATIONS/PROCLAMATIONS

- 1a.** Claude Diles, Jr., Broker Associate
Coldwell Banker Commercial
Investment and Commercial
Lynn Leisure Development Creative: A Design Company

Mr. Diles presented a business opportunity for an Amusement Park to the City.
(Full discussion recording available through the City Website)

2b. Unsolicited Proposal

This proposal was in regard to the Park of Commerce, from SB USA Holdings, LLC at Knightsbridge (Asher Keidan, President).
(Full discussion recording available through the City Website)

2. CONSENT AGENDA

Mayor Kyles called for approval of the consent agenda, inclusive of the City Commission:

- City Regular City Meeting Minutes of July 18, 2019
- City Workshop Meeting Minutes of July 18, 2019

Moved By: Vice Mayor Barnard

Seconded by: Commissioner Wilson

(Full discussion recording available through the City Website)

3. PUBLIC COMMENTS**3a. Jarmen Green: Code Enforcement Concern**

(Full discussion recording available through the City Website)

3b. Kirk Patrick: Donation for Gospel Event

(Full discussion recording available through the City Website)

3c. Michael Jackson: Questions for Commission/ City Manager

(Full discussion recording available through the City Website)

4. RESOLUTION**4a. RESOLUTION NO. 27-2019**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ADOPTING A CYBER SECURITY POLICY; PROVIDING FOR ALLOCATION OF FUNDS PROVIDING AN EFFECTIVE DATE.

Moved By: Commissioner Berry

Seconded by: Vice Mayor Barnard

VOTE:

Commissioner Berry YES

Commissioner Wilson YES

Vice-Mayor Barnard YES

Mayor Kyles YES

(Full discussion recording available through the City Website)

4b. RESOLUTION NO. 28-2019

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR IMPLEMENTATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Vice-Mayor Barnard
Seconded by: Commissioner Berry

VOTE:

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

(Full discussion recording available through the City Website)

4c. RESOLUTION NO. 29-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE FLOOD AND WATERWAY MANAGEMENT PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner Wilson
Seconded by: Vice-Mayor Barnard

VOTE:

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

(Full discussion recording available through the City Website)

5d. RESOLUTION NO. 30-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE

**PRIORITIES FOR THE 2020 LEGISLATIVE SESSION;
PROVIDING FOR AN EFFECTIVE DATE.**

**Moved By: Vice-Mayor Barnard
Seconded by: Commissioner Berry**

VOTE:

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

(Full discussion recording available through the City Website)

6f. RESOLUTION NO. 31-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE PAYMENT OF THREE (3) WORK ORDERS FROM TOTAL SOLUTION CONTRACTORS, INC. IN THE AMOUNT OF FIFTY-TWO THOUSAND DOLLARS (\$52,000.00) REGARDING THE PARKS MODERNIZATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

**Moved By: Vice-Mayor Barnard
Seconded by: Commissioner Berry**

VOTE:

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

(Full discussion recording available through the City Website)

6g. RESOLUTION NO. 32-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE EMERGENCY EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND "2" S.B.W. & ASSOCIATES INC. FOR CITY HALL INTERIOR FLOORING REPLACEMENT; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner Berry
Seconded by: Vice-Mayor Barnard

VOTE:

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

(Full discussion recording available through the City Website)

7. ORDINANCE

ORDINANCE NO. 03-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CHANGING THE DATE OF THE MARCH 2020 GENERAL ELECTION TO COINCIDE WITH THE STATEWIDE PRESIDENTIAL PREFERENCE PRIMARY; ESTABLISHING THE DATES FOR QUALIFICATION OF CANDIDATES; PROVIDING FOR TRANSMITTAL TO THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Vice-Mayor Barnard
Seconded by: Commissioner Wilson

VOTE:

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

(Full discussion recording available through the City Website)

4. ROSENWALD ELEMENTARY SCHOOL

- **Appreciation/ Recognition for Ms. Napier (former Principal)**

The Commission agreed to honor Ms. Napier (former Principal) for her contributions.

(Full discussion recording available through the City Website)

- **Bruce Hightower, Principal**
Mr. Hightower shares his goals and some current plans as the new Principal of Rosenwald Elementary.
(Full discussion recording available through the City Website)
- **Mr. Kevin Wright**
Cele" B" ration event-August 09, 2019 (4pm-8pm) at the Belle Glade Marina
(Full discussion/ recording available through the City Clerk's Office)

5. Finance Report

5a. Accounts Payable

(Full discussion recording available through the City Website)

6. City Clerk Report

- 6a. **FL League of Cities 93rd Annual Conference**
August 15-17, 2019
(Full discussion recording available through the City Website)
- 6b. **Palm Beach County School District:**
Cele" B" ration event-August 09, 2019 (4pm-8pm) at the Belle Glade Marina
(Full discussion recording available through the City Website)
- 6c. **Rosenwald Elementary School: Meet and Greet**
August 09, 2019 from 1pm-3pm
(Full discussion recording available through the City Website)
- 6d. **Fed Up: Opioid Epidemic**
Rally for a Federal Response to the Opioid Epidemic:
August 22, 2019 (4pm-8pm) at Palm Beach County Commission Chambers
(Full discussion recording available through the City Website)

7. The City Manager Report

7a. Audit Committee Results

RPF 03-2019: Request for Audit Services was awarded to HCT, CPA LLC.

(Full discussion recording available through the City Website)

7b. 2019-2020 Interim Legislative Committee Schedule

The City Manager reviews the Legislative Schedule.

(Full discussion recording available through the City Website)

7c. Legislative Consulting Services

The City Manager requested direction from the Commission, in regards to 2019-2020 FY Legislative Consulting Services.

(Full discussion recording available through the City Website)

7d. Legislative Community Tour

Friday August 09, 2019 at 10:15am

(Full discussion recording available through the City Website)

8. CITY ATTORNEY REPORT

No report

(Full discussion recording available through the City Website)

9. FUTURE AGENDA ITEMS

No future agenda items

(Full discussion recording available through the City Website)

10. COMMISSIONER COMMENTS

10a. Commissioner Wilson:

Thanked everyone for coming out. Commissioner Wilson referenced the U-shaped building and the families there.

(Full discussion recording available through the City Website)

10b. Commissioner Berry:

Thanked everyone for coming out

(Full discussion recording available through the City Website)

10c. Vice-Mayor Barnard:

Thanked everyone for coming out.

(Full discussion recording available through the City Website)

10d. Mayor Kyles:

Thanked everyone for coming out.

(Full discussion recording available through the City Website)

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

PROCLAMATION

Dionne T. Napier

WHEREAS, Dionne T. Napier was born in Daytona Beach, Florida but raised in both Volusia County and Palm Beach County. Ms. Napier attended Glade View Elementary for two years and later returned to Belle Glade where she attended Glades Central Community High School for her junior and senior years.; and

WHEREAS, She is a graduate of the University of Central Florida and Nova Southeastern University where she earned her Specialist Degree in Educational Leadership; and

WHEREAS, Ms. Napier has been a teacher of students who received services through the Exceptional Student Education program better known as E.S.E. and students in the regular education program; and

WHEREAS, She was the Assistant Principal of Rosenwald Elementary School for four years before becoming the Principal for an additional seven years; and

WHEREAS, As the Principal of Rosenwald, Ms. Napier was able to build relationships with; parents, teachers, and the community at large. She was the educational leader when the school shared a campus with Pioneer Park Elementary. She also played an integral role in the construction of the new Rosenwald Elementary School building and

WHEREAS, Being the instructional leader of Rosenwald has been a highlight of Ms. Napier's career. It has given her the opportunity to play a role in the educational growth of our students and our community. She is proud of the work she has done as a Principal and is equally proud to have served the South Bay community and Glades Region; and

NOW, THEREFORE... In recognition of her contributions to our community and its citizens, we hereby express our deep appreciations for her service.

PROCLAIMED this 20th day of August, 2019.

Joe Kyles, Mayor

ATTEST

Natalie Malone, City Clerk

RESOLUTION NO. 33-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED LOBBYING SERVICES AGREEMENT BETWEEN JORDAN CONNORS GROUP, INC. AND THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") recognizes the importance of monitoring and participating in the state and federal legislative process in order to protect the interests of the City and its residents; and

WHEREAS, the City Commission issued Request for Qualifications (RFQ) 2019-01 for Lobbyist Consultant Services with a deadline of January 18, 2019; and

WHEREAS, the City considered all proposals and discussed said proposals during its Commission meetings that were previously held on March 4, 2019 and on March 19, 2019; and

WHEREAS, the City was unable to come to financial terms with the initial preferred proposer, MEJ Consulting, Inc., due to budgetary reasons and desires to exercise its right under the terms of the solicitation proposal to reject MEJ Consulting, Inc.'s proposal and select the next qualified proposer for the solicitation; and

WHEREAS, the City desires to select Jordan Connors Group, Inc., a company with knowledge of the issues facing the City of South Bay and its operations; and

WHEREAS, the City Commission of the City of South Bay further desires to enter into an agreement with Jordan Connors Group, Inc. to provide lobbying services and lobbying consulting services in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) and consistent with the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems this service as vitally important to 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 the City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Lobbyist Services Agreement between Jordan Connors Group, Inc. and the City of South Bay, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and ADOPTED this 20th day of August 2019.

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)

CITY OF SOUTH BAY

LOBBYIST SERVICES

THIS AGREEMENT, made as of the ____ day of _____, 2019, by and between the CITY OF SOUTH BAY, Palm Beach County, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), and JORDAN CONNORS GROUP, INC. ("CONSULTANT").

WITNESSETH:

WHEREAS, CONSULTANT is knowledgeable of the City of South Bay and issues facing the city related to its future plans and operations; and

WHEREAS, the City Commission has determined that it is desirous of entering into a one (1) year agreement with CONSULTANT to provide lobbying services for an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES:**

CONSULTANT's services during the term of this Agreement shall include but not be limited to:

STATE GOVERNMENT

- A. Work with the City Commission and City Manager in developing special or general legislation as directed by the Commission.

- B. Attend the State legislative Session on behalf of the City.
- C. Testify and Lobby on behalf of the City, to the Governor and Cabinet, and all state agencies, on behalf of the CITY.
- D. Appear and testify at State agency hearings, rulemaking proceeding and other administrative and legislative meetings, in order to promote and seek passage of legislation affecting the CITY as directed by the City Commission.
- E. Coordinate appointments/meetings between the Mayor, City Commission, and other City staff, upon request, with appropriate State officials /Legislators.
- F. Report regularly to the City Commission, City Manager, and other applicable staff as designated by the CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate legislative bills to CITY; informing CITY of various meetings/hearings attended on CITY's behalf; providing CITY with any applicable interim studies prepared by the House or Senate, clippings information from the Florida Administrative Weekly which may be pertinent to the CITY; and individually meeting with or contacting the Mayor and City Commission on issues, as required by the City.
- G. The CONSULTANT shall provide the City Commission and the City Manager's Office with periodic reports during the time that the Florida Legislature has been called into regular and special session. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Manager and Mayor when an immediate action may be required to be taken by the CITY or any action is being contemplated by the Florida Legislature, which will directly impact the CITY. Furthermore, the CONSULTANT shall assist in arranging trips to Tallahassee for

staff or elected officials when required to address specific issues affecting the CITY. Additionally, the CONSULTANT shall enhance the legislative program process by initiating discussions, conferences and meetings with the CITY, by and through its elected representatives and City Manager within forty-eight (48) hours of complete contract execution. A report summarizing the status of the CITY's legislative priorities shall be provided within one week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty days (30) from the close of session.

- H. CONSULTANT shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.
- I. CONSULTANT shall upon request by the CITY, assist the CITY in coordinating applications and obtaining State grants. The CONSULTANT is not expected to prepare grant applications.

FEDERAL GOVERNMENT

CITY intends to engage CONSULTANT on a temporary basis to provide legislative consulting services relating to federal matters before the U.S. Congress, federal administrative agencies and the Executive branch. It is expressly understood between the parties that the City may issue an RFP and/or otherwise retain a separate Lobbying Firm for federal lobbying purposes. If the City engages a separate federal lobbyist, the parties agree to reevaluate the terms of this Agreement.

CONSULTANT shall provide the federal lobbying services as set forth below:

- J. CONSULTANT is expected to attend all scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services.
- K. CONSULTANT shall review on a continuing basis all existing and proposed Federal policies, programs and legislation; identify those issues that may affect the CITY or its citizens, and regularly inform the CITY as to these matters, both written and orally; and to provide legal and legislative expertise and consulting services.
- L. CONSULTANT shall assist the City Commission and staff in the coordination and development of the CITY's federal legislative program. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, affordable housing, economic development, revenue enhancement, mandates and other issues as directed by the Commission.
- M. CONSULTANT shall monitor federal legislative committee meetings, agencies hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the CITY's adopted legislative program are considered, as well as others that may arise that affect the CITY.
- N. CONSULTANT shall work with the City Commission and staff to develop special or general federal legislation in keeping with, or that are supportive of, the CITY's adopted legislative program.

- O. CONSULTANT shall develop strategies to obtain and maximize funding for all areas of City services including but not limited to public works, law enforcement, transportation infrastructure, water resources, housing, appropriations and grant programs administered by the Federal government;
- P. CONSULTANT shall coordinate funding, legislation and policy related activities with the United States Congress and Federal agencies; Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
- Q. CONSULTANT shall maintain direct and frequent contact with key United States Senators and Representatives, and advocate for the CITY'S interests during the United States legislative and regulatory process;
- R. CONSULTANT shall, upon request, coordinate appointments/meetings between the City Commission or other CITY staff, and appropriate federal officials and legislators.

GENERAL

- S. CONSULTANT shall prepare and submit reports that may include but not limited to: personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other federal policies or programs that affect the CITY and its citizens either directly or indirectly. A report summarizing the status of the CITY's legislative priorities shall be provided within one week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty days from the close of session.

T. CONSULTANT shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

U. CONSULTANT shall upon request by the CITY, assist the CITY in coordinating applications and obtaining Federal grants. The CONSULTANT is not expected to prepare grant applications.

2. **RESPONSIBILITIES OF THE CITY:**

a. CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager.

b. CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that especially during the legislative session, it is important to have the appropriate staff available.

c. CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the lobbying services under this agreement.

3. **CONSULTANT RESPONSIBILITIES:**

CONSULTANT shall perform the scope of services, as set out in Section 1 and throughout this Agreement. This list shall not be deemed all-inclusive and may be changed from time to time as authorized by the City Commission and placed in writing. Consultant shall maintain all licenses, certifications and other requirements to be recognized as a lobbyist by all necessary federal and state entities.

4. **RETAINER**

a. The CITY hereby retains the CONSULTANT, and the CONSULTANT hereby accepts a retainer from the CITY in the amount not to exceed Twenty Thousand (\$20,000) Dollars annually ("RETAINER") to perform the services as set forth in the Scope of Services.

b. The retainer shall be paid in installments of \$1,666 per Month upon presentation of an invoice outlining services rendered during the preceding month, payable in arrears.

c. The retainer shall cover all out-of-pocket expenses incurred by CONSULTANT.

5. **TERM**: The CONSULTANT is retained for a one (1) year term.

6. **EARLY TERMINATION**: The CITY reserves the right to terminate this Lobbyist undertaking at the CITY's convenience.

7. **OFFICE SPACE**: CONSULTANT agrees to make office space available, to the CITY in Tallahassee during the course of this Agreement, which will be accessible to the CITY and its staff while in Tallahassee, if needed. CONSULTANT shall also provide any staff necessary to assist the CITY and its staff while in the Tallahassee and while in the Washington, D.C. area.

8. **COMPLIANCE WITH RULES AND REGULATIONS**: CONSULTANT agrees to abide by any and all CITY ordinances and resolutions that relate to the services provided pursuant to this Agreement.

9. **CONFLICT OF INTEREST**: CONSULTANT agrees that it shall not represent any entity in any form or support a position in opposition to a position of the

CITY, unless the City Commission grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following:

- (i) This Agreement shall be voidable by the CITY or
- (ii) CONSULTANT shall be prohibited for a period of up to ten (10) years as determined by the City Commission in its sole discretion from entering into a lobbying contract with the CITY.

10. **NOTIFICATION:**

a. CONSULTANT shall have the obligation to declare in writing the existence of a conflict and request a waiver, if applicable, within five (5) business days of the discovery of a conflict and after execution of this contract. Consultant shall not lobby the City, its officials or City Manager on any matter during the term of this Agreement.

b. Separate and independent from the above-referenced obligation, CONSULTANT must advise the City Manager, in writing, of any position in opposition that of the CITY, taken by the selected CONSULTANT and at the CITY's discretion, this may require that a request of waiver of such conflict be taken before the City Commission. A position in opposition to a position of the CITY may take the form of an adverse policy position or something having adverse fiscal impact on the CITY, either directly or indirectly. A position in opposition to a position of the CITY is not limited to a position that conflicts with an expressed provision of the legislative package adopted by the City Commission. It may also arise in other areas. Not every CITY interest can be anticipated or enumerated in the CITY's legislative package, and issues arise and change over the course of the legislative process. It is incumbent upon the CONSULTANT to remain mindful of the CITY's policy and fiscal interests and positions. If an actual or perceived conflict arises, CONSULTANT shall advise the City Manager in writing within five business days, and seek a waiver of the conflict before the City Commission, as necessary.

c. Once a conflict waiver has been received by the CITY, the City Manager, in

consultation with the City Attorney, reserves the right to determine whether CONSULTANT may continue representing the CITY and the other party's interest until the City Commission can consider the conflict issue. The City Commission may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following:

- (i) Grant a waiver and allow the CONSULTANT to continue to represent the both the CITY and the other party;
- (ii) Refuse to grant a waiver and require the CONSULTANT to choose between representing the CITY or the other party, or to discontinue representing the other party;
- (iii) Refuse to grant a waiver and void this Agreement;
- (iv) Grant a limited waiver and allow the CONSULTANT to continue to represent both the CITY and the other party under whatever limitations or restrictions the CITY, in its sole discretion, determines to be proposed appropriate.

11. **AUDIT:** CONSULTANT shall maintain all records produced as a result of this Agreement for at least three (3) years from the date of final payment. The CITY shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the CONSULTANT and the CITY.

12. **KEY PERSONNEL:** CONSULTANT agrees that the key personnel who will be providing services to the CITY is Jordan Connors.

13. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents, from any and all liability arising out of claims and litigation related to the services to be provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any errors or omissions related to the service provided.

14. **INSURANCE:** CONSULTANT shall maintain during the term hereof,

comprehensive automobile liability insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) dollars, combined single-limit for bodily injury and property damage liability to protect CONSULTANT and CITY from claims of damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. As well, CONSULTANT shall maintain, during the term hereof, comprehensive general liability insurance in the amount of Five Hundred Thousand (\$500,000.00) dollars per occurrence, to protect CONSULTANT and CITY from claims for damages for bodily and personal injury including wrongful death, as well as from claims of property damages which may arise from any operations in connection herewith, whether such operations be by CONSULTANT or by anyone directly employed by or contracting with CONSULTANT. All insurance required hereunder be maintained by CONSULTANT shall be subject to the CITY's reasonable approval as to ratings of the insurer, and such policies, as evidenced by a certificate thereof, shall specifically include CITY an additional insured and provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

15. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of the CONSULTANT's efforts.

16. **ATTORNEY'S FEES:** Should any dispute arise hereunder, CITY shall be entitled to recover against CONSULTANT all costs, expenses and attorney's fees incurred by CITY in such dispute, whether or not suit is brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

17. **WAIVER:** No waiver by CITY of any provision of this Agreement shall be

deemed to be a waiver of any other provisions hereof or of any subsequent breach by CONSULTANT of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by CONSULTANT requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of CONSULTANT, whether or not similar to the act so consented to or approved.

18. **NON-ASSIGNABILITY**: This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

19. **NOTICE**: The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed to:

As to CITY: Leondrae Camel, City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Telephone: (561) 996-6751
Facsimile: (561) 996-7950

Copy to: Burnadette Norris-Weeks, City Attorney
401 North Avenue of the Arts
Ft. Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

CONTRACTOR: JORDAN CONNORS GROUP, INC.
701 Stanley Drive
Fernandina Beach, Florida 32034
(904) 206-1604

Attention: M. Jordan Connors

20. **PUBLIC RECORDS**: To the extent required by law, Consultant shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Consultant agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

21. **BINDING EFFECT**: All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

22. **CONSTRUCTION**: This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Palm Beach County, Florida.

23. **SEVERABILITY**: Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

24. **ENTIRE AGREEMENT; MODIFICATION**: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated

in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

25. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

26. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

27. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

28. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

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

CITY OF SOUTH BAY

ATTEST:

Natalie Malone, City Clerk

BY:

Joe Kyles, Mayor

APPROVED AS TO FORM

Burnadette Norris-Weeks, City Attorney

Leondrae Camel, City Manager

CONTRACTOR
JORDAN CONNORS GROUP, INC.

WITNESSES:

By: _____
Matthew Jordan Connors, Pres.

Date: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

SS:

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at _____ in the State and County aforesaid on this __ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:



JORDAN CONNORS GROUP
GOVERNMENT RELATIONS

January 17, 2019

Jessica Figueroa
City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

Re: City of South Bay – RFQ No.: 2019-01 – Lobbyist Consultant Services

Dear Ms. Figueroa,

The government relations firm of Jordan Connors Group, Inc. is submitting a response to the City of South Bay - RFQ No.: 2019-01 – Lobbyist Consultant Services - for consideration to provide lobbying services on behalf of the City of South Bay.

With nearly 30 years of expertise in business and government relations, Jordan Connors Group has built a reputation for integrity and credibility with our clients, elected officials and decision makers. We work hard to understand clients' objectives and issues, and utilize our extensive knowledge of the legislative and regulatory processes and our long-standing, trusted relationship with government officials to achieve clients' goals.

Jordan Connors Group has successfully represented numerous governmental entities within Palm Beach County and the Treasure Coast, including: City of Palm Beach Gardens, City of Riviera Beach, City of Pahokee, City of Lake Worth, City of Port St. Lucie, and the City of Stuart. In addition, Jordan Connors Group has also provided state government relations services on behalf of other Palm Beach County and Treasure Coast based organizations including Place of Hope, Villages of Hope of Palm Beach County, Inc., Alzheimer's Community Care, and Torrey Pines Institute for Molecular Studies.

I have enclosed additional information for your careful consideration. Jordan Connors Group appreciates the opportunity to submit this RFQ response to the City of South Bay.

Sincerely,

M. Jordan Connors
CEO/President

RESPONSE TO CITY OF SOUTH BAY
RFQ No.: 19-01
LOBBYIST CONSULTANT SERVICES

Submitted by:

M. Jordan Connors
President/CEO
Jordan Connors Group, Inc.

Jordan Connors Group, Inc.
City of South Bay - RFQ NO.: 2019-01 LOBBYIST CONSULTANT SERVICES

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CURRENT CLIENT LIST – SOUTH FLORIDA BASED

City of Pahokee

Contact: Chandler Williamson, City Manager – (561) 924-5534

Projects Funded By Florida Legislature:

City of Pahokee Water Main Improvements - \$400,000

City of Pahokee Marina Improvements - \$3,190,000

City of Pahokee Commissioners Park - \$550,000

City of Pahokee East Lake Stormwater Improvements - \$750,000

City of Pahokee Glades Citizens Villa Stormwater Improvements - \$635,000

City of Pahokee Marina Project Economic Development Road Fund - \$2,000,000

Place of Hope, Inc.

Contact: Charles Bender, III, CEO – (561) 775-7195

Projects Funded By Florida Legislature:

Place of Hope Inc. Foster Care Programs - \$750,000

Place of Hope Inc. Child Welfare and Foster Care Regionalization - \$2,700,000

Place of Hope Inc. Human Trafficking Safe House - \$200,000

Place of Hope Inc. Child Welfare and Foster Care Regionalization Phase 2 - \$2,900,000

Place of Hope Inc. Child Welfare and Foster Care Regionalization Phase 3 - \$1,250,000

Torrey Pines Institute for Molecular Studies

Contact: Dr. Richard Houghten, Founder/CEO – (772) 345-4800

Projects Funded by Florida Legislature:

Torrey Pines Florida Drug Discovery and Acceleration Program Phase I - \$3,000,000

Torrey Pines Florida Drug Discovery and Acceleration Program Phase II - \$3,000,000

City of Stuart

Contact: David Dyess, City Manager – (772) 288-5312

Projects Funded by Florida Legislature:

Jordan Connors Group, Inc. was hired in September 2018.

NON-CURRENT CLIENT LIST – SOUTH FLORIDA BASED

Alzheimer's Community Care

Contact: Mary M. Barnes, President & CEO – (561) 683-2700

Appropriations Projects Funded:

Alzheimer's Community Care Service Programs - \$8,700,000

Alzheimer's Community Care Medicaid Waiver Program - \$1,500,000

Alzheimer's Community Care Capital Outlay - \$550,000

City of Lake Worth

Appropriations Projects Funded:

City of Lake Worth Reverse Osmosis Plant - \$750,000

City of Lake Worth Reverse Osmosis Plant SFWMD Grant - \$1,000,000

City of Lake Worth Reverse Osmosis Plant Federal Appropriation - \$200,000

City of Lake Worth Casino Pool - \$200,000

City of Lake Worth Sound Wall - \$2,000,000

City of Lake Worth County Recreation Bond Grant - \$5,000,000

City of Palm Beach Gardens

Contact: Ron M. Ferris, City Manager – (561) 799-4110

Appropriations Projects Funded:

City of Palm Beach Gardens Burns Road Widening - \$3,900,000

City of Palm Beach Gardens Lilac Park - \$200,000

City of Palm Beach Gardens City Park II - \$200,000

City of Palm Beach Gardens PGA Boulevard Improvements - \$1,200,000

City of Palm Beach Gardens Turnpike Interchange Buffer Enhancements - \$2,100,000

City of Palm Beach Gardens Turnpike Improvements - \$3,000,000

City of Palm Beach Gardens Flood Control Federal Funds - \$5,000,000

City of Palm Beach Gardens FEMA Funds - \$1,700,000

City of Palm Beach Gardens FRDAP Grants - \$700,000

City of Palm Beach Gardens PBC District Funds - \$2,000,000

City of Port St. Lucie

Contact: Gregory J. Oravec, Mayor – (772) 871-5159

Appropriations Projects Funded:

City of Port St. Lucie Westport Wastewater Treatment Reuse - \$1,000,000

City of Port St. Lucie West Virginia Corridor Bridge - \$20,000,000

City of Port St. Lucie West Virginia Corridor Federal Highway Bill - \$2,500,000

City of Port St. Lucie Western Library - \$500,000

City of Port St. Lucie Glades Wastewater Treatment Plant - \$1,500,000

City of Port St. Lucie Charles E. Ray Neighborhood Park - \$200,000

City of Port St. Lucie East Port Neighborhood Park - \$172,053

City of Port St. Lucie Jessica Clinton Community Park - \$200,000
City of Port St. Lucie Riverwalk Extension Project - \$250,000
City of Port St. Lucie Rosser Boulevard Library Grant - \$500,000

City of Riviera Beach

Appropriations Projects Funded:

City of Riviera Beach Transportation Road Fund Grant - \$2,000,000
City of Riviera Beach TOP Grant SR 710 - \$3,000,000
City of Riviera Beach SR 710 Improvements Federal - \$5,000,000
City of Riviera Beach TOP Grant US 1 - \$1,000,000
City of Riviera Beach City Water Park - \$150,000
City of Riviera Beach Surface Water Improvements - \$875,000
City of Riviera Beach EDA Federal Grant - \$2,000,000
City of Riviera Beach PBC District Funds - \$3,000,000
City of Riviera Beach Lift Station Improvements - \$500,000

Ocean Research & Conservation Association

Appropriations Project Funded:

Kilroy Project - \$500,000

GENERAL INFORMATION ON FIRM

JORDAN CONNORS GROUP, INC.

Jordan Connors Group is a state and local government relations firm located in Fernandina Beach, Florida. Established in 2009, the firm has provided state lobbying services on behalf of the City of Port St. Lucie, Torrey Pines Institute for Molecular Studies, Alzheimer's Community Care, Ocean Research and Conservation Association, Place of Hope, Village of Hope and Sunshine Analytical Labs.

M. Jordan Connors is the President and CEO of the Jordan Connors Group. He is a registered Florida lobbyist. He has worked professionally in the government relations arena for more than two decades. In that time, he has been involved in the legislative and regulatory process on the federal, state and local level. He has held positions in Florida government, the Florida Legislature, the Florida Governor's Office in Washington, D.C. and two professional trade associations.

Connors has represented numerous types of non-profit organizations, leading business firms and local governments. He provides consulting and representation on matters involving health care, transportation, appropriations, infrastructure, economic development, communications and business development issues.

Prior to founding the Jordan Connors Group, he co-founded Resource Group N.A., a business and government relations consulting firm. He served as the lead lobbyist for several Florida municipalities. For ten years, he directed the firm's state lobbying business.

Connors worked in the State of Florida Washington Office for Governor Lawton Chiles as a senior policy analyst. During his tenure he worked on important issues such as the Everglades Restoration project and a multi-billion dollar federal disaster relief package for Hurricane Andrew. He served as a Liaison between the State of Florida and the Florida Congressional Delegation.

Connors served as the chief state lobbyist for the Home Health Services and Staffing Association (HHSSA) in Alexandria, Virginia and the American Society of Civil Engineers (ASCE) in Washington, D.C.

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Jordan Connors Group, Inc.

Jordan Connors Group, Inc. offers complete legislative and executive branch representation in Tallahassee during the legislative session, special session and at Senate and House interim hearings. We leverage a wealth of government experience at the state and local levels to create winning solutions for clients in a wide range of areas including procurement and policy as well as legislative, regulatory and community affairs.

Jordan Connors Group, Inc. is committed to helping clients achieve their goals by providing outstanding government relations, community relations, direct advocacy, strategy development and related services. Our approach is a commitment to a work style which is reflected in our well respected reputation as effective specialists in government and political arenas.

In addition, we have successfully represented clients before multiple governors, administrative agencies, boards, and commissions including participation in active rule making proceedings. We have maintained excellent working relationships with the Palm Beach County and Treasure Coast Legislative Delegations as well as House and Senate Leadership and Executive Office of the Governor.

Scope of Services

Scope of Work

Jordan Connors Group, Inc. will be responsible for monitoring, identifying and prioritizing challenges and opportunities for the City of South Bay with respect to issues under consideration by the State Legislature, Governor's Office and state and regional agencies.

In addition, the firm will develop and pursue legislative strategies to advance the City's agenda throughout the 2019 legislative session and the period during which the Governor may take actions on bills passed during the session.

The following are scope of work activities that the firm will engage on behalf of the City of South Bay:

1. Identify state legislation and legislative proposals that may impact the City;
2. Identify proposed state regulatory changes that may impact the City;
3. Work with the City Commission and City Manager's Office to develop positions on relevant legislation, as appropriate;
4. Provide assistance to the City Council and City Manager's Office in arranging lobbying visits to Tallahassee to help ensure productive meetings;
5. Draft legislation and amendments, as necessary;

6. Lobby for the City's position on legislation and regulatory matters of interest, including:
 - a. Direct contact and communication with state legislators and staff on behalf of the City;
 - b. Direct contact and communication with state agencies on behalf of the City;
 - c. Direct contact and communication with other cities, counties and special districts on behalf of the City;
 - d. Direct contact and communication with associations and other special interest groups, including but not limited to the Florida League of Cities and other associations that may have similar interests or interests that conflict with those of the City;
 - e. Drafting letters and talking points on legislation as necessary;
 - f. Testifying on behalf of the City at hearings before legislative and interim legislative committees;
 - g. Maintain close working relationships with the City Manager and designated members of City staff;
 - h. Provide written briefing reports as needed for the City Manager on key issues and legislative committee activity during the legislative session;
 - i. Provide briefings in person and periodically as requested, to the City Commission and City Manager on key issues, legislative committee or legislative session status.

PROOF OF INSURANCE

Jordan Connors Group, Inc. currently does not have general liability, professional liability and worker's compensation coverage. All vehicles owned by M. Jordan Connors are insured by Geico Insurance Company.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.**

1. This sworn statement is submitted to City of South Bay
[print name of the public entity]
by M. Jordan Connors, President & CEO
[print individual's name and title]
for Jordan Connors Group, Inc.
[print name of entity submitting sworn statement]

whose business address is

701 Stanley Drive

Fernandina Beach, FL 32304

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4053581

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

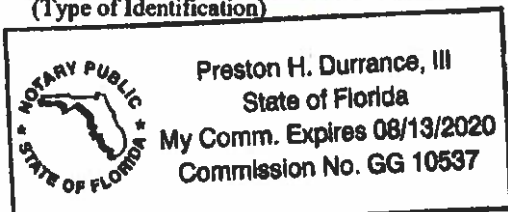

[signature]

Sworn to and subscribed before me this 10th day of January, 2019.

Personally known _____ 

Or Produced identification _____ Notary Public - State of Florida

FL drivers license
(Type of Identification) _____ My commission expires 08/13/2020



Preston H Durrance III
(Printed, typed or stamped
commission name of notary public)

RESOLUTION 34-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR AUDIT SERVICES BETWEEN THE CITY OF SOUTH BAY AND HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, on June 19, 2019, the City issued Request for Proposals No. 2019-03 ("RFP") for Audit Services; and

WHEREAS, proposals were due on July 29, 2019 at 12:00 PM; and

WHEREAS, the proposals were reviewed by the Audit Committee and HCT Certified Accountants & Consultants, LLC ("Contractor") tied with another entity for the highest score, however, City desires to engage HCT as the most responsive and responsible Proposer; and

WHEREAS, City agrees to pay Contractor a total, all-inclusive fee in the amount of \$23,000 for the first year; \$23,500 for the second year and \$24,000 for the third year. Each additional year shall not exceed \$24,000.00 consistent with Contractor's bid.

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. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager of the City of South Bay to execute the Agreement for Audit Services with HCT Certified Public Accounts and Consultants, LLC, attached hereto as Exhibit "A" and take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED AND ADOPTED this 20th day of August, 2019.

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)

**AGREEMENT BETWEEN
THE CITY OF SOUTH BAY**

AND

**HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC
FOR AUDITING SERVICES**

This Agreement is entered into this ____ day of _____, 2019, by and between the City of South Bay, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and HCT Certified Accountants & Consultants, LLC, "a Florida corporation with its principal place of business located at 3816 Hollywood, Blvd. Suite 203, Hollywood, Florida 33021.

WHEREAS, the City of South Bay issued a Request for Proposals No. 2019-03 ("RFP") for "Audit Services" (the "Services"), attached as Exhibit "B"; and

WHEREAS, the proposal was due on July 29, 2019 at 12:00 PM; and

WHEREAS, the proposals were reviewed by the Audit Committee and HCT Certified Accountants & Consultants, LLC ("Contractor") tied with another entity for the highest score, however, City desires to engage HCT as the responsive and responsible Proposer; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

**SECTION 1
RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2.
SCOPE OF SERVICES

2.1 This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, attached as Exhibit "A," and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3
COMPENSATION

3.1 City agrees to pay Contractor a total, all-inclusive fee in the amount of \$23,000 for the first year; \$23,500 for the second year and \$24,000 for the third year. Each additional year shall not exceed \$24,000.00 consistent with Contractor's bid.

3.2 Contractor shall submit periodic invoices for the Services to:

ATTN: Accounts Payable
335 SW 2nd Ave
South Bay, FL 33493

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4 **TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence on _____, 2019, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to three additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect. In the event the City exercises its option(s) to renew, for each renewal term the audit fees shall be adjusted utilizing the change in the Consumer Price Index for All Urban Consumers for Palm Beach Florida, as published by the U.S. Department of Labor Statistics for the twelve months ending April of each year, but shall not exceed a three percent (3%) increase of the cost from the prior Contract year.

4.3 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6 **INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor, its officers, employees, or agents, shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its officers, employees, or agents, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION**

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers,

officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 9 INSURANCE

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **Minimum Limits of Insurance** - Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

9.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers' compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

SECTION 10
MISCELLANEOUS

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 12
PARTICIPATION
PLAN

Contractor agrees that _____ percent of the cost of the Work shall be performed by a CBE, SBE, and/or local business, as defined in the RFP. Contractor shall provide to the City a list of the CBE, SBE, and/or local businesses that will be used for this Project. Failure to achieve the _____ percent requirement shall constitute a material breach of this Agreement.

SECTION 13
AGREEMENT, AMENDMENTS, AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations, or representations. Any other agreements, promises, negotiations, or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be

withheld or conditioned in the City's sole discretion.

SECTION 14
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Palm Beach County, Florida.

SECTION 15
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CITY: Leondrae Camel, City Manager
 335 SW 2nd Avenue
 South Bay, Florida 33493

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

CONTRACTOR: Roderick Harvey, President
 HCT Certified Public Accountants and Consultants, LLC
 3816 Hollywood Boulevard
 Suite 203
 Hollywood, Florida 33021

SECTION 16
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise

qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 17 **PUBLIC RECORDS**

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.

2. Upon request by CITY's records custodian, provide CITY with a copy of 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, Florida Statutes, or as otherwise provided by law.

3. 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 this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-996-7950, OR BY MAIL:**

City of South Bay – City Clerk's Office, 335 SW 2nd Ave, South Bay, Florida 33493

Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 18
HEADINGS, CONFLICT OF
PROVISIONS, WAIVER OR
BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19
SEVERABILITY

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

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 22
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 23
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of South Bay, and by the Contractor, by and through its, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF SOUTH BAY

Natalie Malone, City Clerk

By: _____

Leondrae D.
Camel,
City Manager

LEGAL SUFFICIENCY
FOR THE USE OF AND

This day _____ of _____, 2019. APPROVED AS

RELIANCE BY THE CITY
OF SOUTH BAY ONLY:

City Attorney
Burnadette Norris-Weeks

CONTRACTOR

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Date: _____ By: _____

**SECTI
ON 5
SUBMITTAL
FORM - TAB 1**

**PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 2019- XX
(Pre-Tab1)**

PROPOSER'S NAME (<i>Name of firm, entity, or organization</i>): 	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____ 	
TELEPHONE: ()	FAX: ()
PROPOSER'S ORGANIZATION STRUCTURE:	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (exp	
EMAIL	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITA'	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:	

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: _____ Date: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

REFERENCE QUESTIONNAIRE (Tab 5)

Reference For (Proposer's Name): _____

Agency _____ Giving _____ Reference: _____ Contact _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Audit Services ?		
2	How would you rate the experience and professionalism of the firm's staff?		
3	How would you rate the accessibility and responsiveness of the firm's staff?		
4	How would you rate the firm's success at keeping you updated and informed on the progression of the audit especially when special needs or issues arose?		
5	How would you rate the firm's ability to complete the scope of work in a timely manner and within budget?		
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS
FORM MAY DEEM YOUR PROPOSAL "NON-
RESPONSIVE"**

PRICE PROPOSAL SHEET (Tab 7)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 7) (CONT.)

Proposals should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out of pocket expenses.

AUDIT SERVICES

FY 2017 ANTICIPATED STAFFING	HOURS	PROPOSED HOURLY RATES
Partners		
Managers		
Supervisory Staff		
Staff		

TOTAL ALL INCLUSIVE MAXIMUM PRICE FOR EACH AUDIT ENGAGEMENT*

Original Contract Years	2017	2018	2019	
TOTAL PROPOSED HOURS				
TOTAL CONTRACT PRICE FOR FY 2017-2019				\$

* Audit services include OMB Circular A-133 Federal & State audits. Please note that this price should reflect an assessment of all accounting pronouncements and accounting and auditing standards issued as of the RFP submission date and the anticipated impact of such on the engagement.

Cost of any additional services requested:

Provide a competitive proposed blended rate to be used for additional services, if needed. This blended rate will not be used towards points for price shown in Section 3-3.1, criteria 2(B) for the award of this RFP. The City reserves the right to negotiate the blended rate proposed.

ANTICIPATED STAFFING	PROPOSED BLENDED HOURLY RATES
Partners	

Managers	
Supervisory Staff	
Staff	

PRICE PROPOSAL SHEET (Tab 7) (CONT.)

Taxpayer Identification Number (TIN)

BIDDER:

(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND
RETURN THIS FORM SHALL DEEM YOUR
BID NON-RESPONSIVE**

Exceptions and Deviations Form (Tab 6)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page. The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS
FORM MAY DEEM YOUR PROPOSAL "NON-
RESPONSIVE"**

ADDENDA ACKNOWLEDGEMENT FORM (Tab 8a)

Addendum #

Date Received

PROPOSER:

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

PROPOSER INFORMATION FORM (Tab 8b)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) Business Tax Receipt type and number: _____
- (4) City of South Bay Business Tax Receipt type and number: _____

(A CITY OF SOUTH BAY BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF SOUTH BAY)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- _____
- _____
- _____
- _____
- _____
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- _____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 8c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS
AND SUPPLIERS (CONTINUED) (Tab 8c)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 8d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY

DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT (Tab 8e)

STATE OF FLORIDA
}

} ss:

COUNTY OF PALM
BEACH

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of South Bay, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public

State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (Tab 8f)

State of _____)

) ss:

County of _____)

I, _____, the undersigned authority,
being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent)
of _____, the Proposer that has submitted the
attached

Proposal;

b) He/she is fully informed respecting the preparation and
contents of the attached Proposal and of all pertinent circumstances respecting
such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners,
owners, agents, representatives, employees or parties in interest, including
this affiant, have in any way colluded, conspired, connived or agreed, directly
or indirectly, with any other Proposer, firm, or person to submit a collusive
or sham Proposal in connection with the Services for which the attached
Proposal has been submitted; or to refrain from proposing in connection
with such Service; or have in any manner, directly or indirectly, sought by
person to fix the price or prices in the attached Proposal or of any other
Proposer, or to fix any overhead, profit, or cost elements of the Proposal price
or the Proposal price of any other Proposer, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage
against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair
and proper and are not tainted by any collusion, conspiracy, connivance, or
unlawful agreement on the part of the Proposer or any other of its agents,
representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 8f)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM

MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 8f)

ACKNOWLEDGMENT

State of Florida)

) ss:

County of Palm
Beach

BEFORE ME, the undersigned authority, personally
appeared

_____, to me well known and known by me to be
the person described herein and who executed the foregoing Affidavit and
acknowledged to and before me that he/she executed said Affidavit for the purpose
therein expressed.

WITNESS my hand and official seal this _____ day of _____,

Notary Public

State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-DISCRIMINATION AFFIDAVIT (Tab 8g)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of South Bay. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____.

Notary Public

State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS/VENDOR PROFILE SURVEY (Tab 8h)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Palm Beach County Business Tax Receipt, is located in, and doing Business in Palm Beach County, and certified by the Palm Beach County Office of Economic Development and Small Business Development.
Business is claiming the CBE/SBE Preference; YES ___ NO _____

Please attach the Palm Beach County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____
(Choose below as applicable)

- A **Businesses Employing South Bay Residents** located outside of the City of South Bay City and employing a minimum of 10 full time equivalent ("FTE") South Bay residents or South Bay residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of South Bay residents employed will be required prior to AWARD.**

- A local business that has met all the requirements as defined in Section 1-1.

**FAILURE TO COMPLETE AND RETURN THIS
FORM MAY DEEM YOUR PROPOSAL "NON-
RESPONSIVE**

RESOLUTION 35-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE THIRTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter "Sheriff") executed a Law Enforcement Service Agreement effective December 01, 2005; and

WHEREAS, a First Addendum between the parties was effective October 01, 2007; a Second Addendum was effective on October 01, 2008; a Third Addendum was effective on October 01, 2009; a Fourth Addendum was effective on October 01, 2010; a Fifth Addendum was effective October 01, 2010; a Sixth Addendum was effective on October 01, 2011; a Seventh Addendum was effective on October 01, 2012; an Eighth Addendum was effective on October 01, 2013; a Ninth Addendum was effective on October 01, 2014; a Tenth Addendum was effective on October 01, 2016; an Eleventh Addendum was effective on October 01, 2017; a Twelfth Addendum was effective on October 01, 2018 for the provision of law enforcement services; and

WHEREAS, the Sheriff is requesting a one (1) percent increase in law enforcement services, which will result in a total increase in the law enforcement budget of One Hundred Eighty-Six Thousand Four Hundred One Dollars (\$186,401.00); and

WHEREAS, City Manager is recommending the Sheriff's requested law enforcement increase.

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. Acceptance of Thirteenth Addendum; Authorization of City Manager. The City Commission of the City of South Bay ("City Commission") hereby accepts the Thirteenth Addendum to the Law Enforcement Service Agreement and authorizes the City Manager to execute the same, hereby attached as Exhibit "A".

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

PASSED and ADOPTED this 20th day of August, 2019.

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)

THIRTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE CITY OF SOUTH BAY

This Thirteenth Addendum to the Law Enforcement Service Agreement is made by and between The City of South Bay (hereinafter referred to as "City"), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The City and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 01, 2005, a First Addendum effective October 01, 2007, a Second Addendum effective October 01, 2008, a Third Addendum effective October 01, 2009, a Fourth Addendum effective October 01, 2010, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2016, an Eleventh Addendum effective October 01, 2017, and a Twelfth Addendum effective October 01, 2018, (the "Agreement") by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the fifth year of the current renewed contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2019 through September 30, 2020, as follows: The total cost of personnel and equipment shall be \$186,401.00. Monthly payments shall be \$15,533.42. The last monthly payment shall be \$15,533.38.
2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

CITY OF SOUTH BAY

BY: _____
Ric L. Bradshaw, Sheriff

BY: _____

Title: Sheriff

Print Name: _____

Title:

Witness: _____
Eric Coleman, Major

Witness: _____

DATE: _____

DATE: _____

RESOLUTION NO. 36-2019

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 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT") and the City of South Bay ("City") entered into a State-Funded Grant Agreement ("Agreement") for a project entitled "Glades Area Street Resurfacing and Reconstruction, Phase 4" on September 11, 2018; and

WHEREAS the parties desire to supplement the Agreement which will increase funding by One Hundred and Fifty Thousand Dollars (\$150,000) for Financial Project # 443363-3-54-01; and

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

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

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

Section 2. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached State-Funded Grant Supplemental Agreement with the Florida Department of Transportation for the project entitled, "Glades Area Street Resurfacing and Reconstruction, Phase 4" in the additional amount of One Hundred and Fifty Thousand Dollars (\$150,000) relating to Financial Project #443363-3-54-01, attached hereto as Exhibit "A", and take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 20th day of August 2019.

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)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

FPN: 443363-3-54-01 Fund: EM19 FLAIR Category: 088862
Org Code: 55043010404 FLAIR Obj: 751000

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: 93 Contract No: G-0783 Vendor No: VF-596-000-429

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on SEPTEMBER 11, 2018.

(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and CITY OF SOUTH BAY, ("Recipient").
The

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

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

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

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

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Glades Area Street Resurfacing and Reconstruction, Phase 4, as further described in Exhibit "A", **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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

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

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

7. Compensation and Payment:

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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

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

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

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

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

8. General Requirements:

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

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

9. Contracts of the Recipient

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

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

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

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

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

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

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

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

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

shall

shall not

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

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

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

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

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

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

And

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

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and**
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.**

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

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

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

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

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

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

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

15. Miscellaneous:

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

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

16. Exhibits.

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

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

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

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

AGENCY

City of South Bay

By: 

Print Name: JOE KYLES

Title: Mayor

FDOT

State of Florida, Department of Transportation

By: 

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

Title: Director of Transportation Development

Date: 9-10-18

As approved by the Board on:

8-21-18

Attest: 

Legal Review:



See attached Encumbrance Form for date of funding approval by Comptroller

Legal Review:



City Attorney

EXHIBIT "A"
SCOPE OF SERVICES
& DELIVERABLES

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

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

The Scope of Services for this Project is defined below:

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

DELIVERABLES

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

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

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

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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RECIPIENT NAME & BILLING ADDRESS: CITY OF SOUTH BAY 335 SW 2 nd AVENUE SOUTH BAY, FLORIDA 33493	FINANCIAL PROJECT NUMBER: <u>443363-3-54-01</u>
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I. PHASE OF WORK by Fiscal Year:	FY 2019	FY2020	FY2021	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 170,000.00	\$ 0.00	\$ 0.00	\$170,000.00
Maximum Department Participation - (Specific Appropriation 1906A of Chapter 2018-9 (LOF))	100% or \$ 170,000.00	or % \$	or % \$	or % or \$ 170,000.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % or \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00


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

S25-010-00
PROGRAM MANAGEMENT
08/17
Page 2 of 2

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

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 218.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 218.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

LEOS A. KENNEDY, JR.
District Grant Manager Name

 9-11-18
Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

528-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

NOTICE OF COMPLETION

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

PROJECT DESCRIPTION: GLADES AREA RESURFACING AND RECONSTRUCTION- PHASE 4

FPID#: 443363-3-54-01

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

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____ **P.E.**

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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PROGRAM MANAGEMENT
09/17
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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

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

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

*The state award amount may change with supplemental agreements

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

625-010-80
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 4

SUPPLEMENTAL NO.

1

CONTRACT NO.

G-0Z83

FPN

443363-3-54-01

The City of South Bay and The Florida Department of Transportation desires to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on September 11, 2018 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The parties agree that the Agreement and supplements are described as follows, which includes, but is not limited to, changes to Exhibit B, Schedule of Funding attached hereto:

An increase of funding, in the amount of \$150,000.00, is added for the construction of the Project. Paragraph 6a & 6b are amended as follows.

The estimated cost of the Project is \$320,000.00. This amount is based upon the Schedule of Financial Assistance in Exhibit B, attached and incorporated in this Amendment. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

The Department agrees to participate in the Project cost up to the maximum amount of \$320,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit B, Schedule of Financial Assistance. The Department's participation may be increased or decreased upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

Paragraph 6c shall remain in full force and effect.

The limits of the Project, shown in Exhibit A of the Agreement, are amended as follows:

Financial Management Number 443363-3-54-01: Glades Area Street Resurfacing and Reconstruction, Phase 4
NW 1st Street from 3rd Avenue to 1st Avenue

Reason for Supplement and supporting engineering and/or cost analysis:

This amendment adds funding to this Agreement to allow the Recipient time to secure project plan revisions, advertise the Project, select and award (contractor), and to complete the construction of the Project.

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS: City of South Bay 335 SW 2 nd Avenue South Bay, FL 33493	FINANCIAL PROJECT NUMBER: 443363-3-54-01
--	--

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY2020	FY2021	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 170,000.00	\$ 150,000.00	\$ 0.00	\$320,000.00
Maximum Department Participation - (Specific Appropriations 1906A of Chapter 2018-9 (LOF))	100% or \$ 170,000.00	% or \$	% or \$	% or \$ 170,000.00
Maximum Department Participation - (Small County Outreach Program (SCOP)- Rural Areas Opportunity (ROA))	or % \$	100% or \$ 150,000.00	% or \$	% or \$ 150,000.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	0% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT B SCHEDULE OF FUNDING**

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or \$	or \$	or \$	or \$ 0.00
Maximum Department Participation - (Insert Program Name)	or \$	or \$	or \$	or \$ 0.00
Maximum Department Participation - (Insert Program Name)	or \$	or \$	or \$	or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or \$ 0.00	or \$ 0.00	or \$ 0.00	or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$170,000.00	\$150,000.00	\$0.00	\$320,000.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
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PAGE 4 OF 4

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

AGENCY

FDOT

City of South Bay

State of Florida, Department of Transportation

By: _____

By: _____

Print Name: _____

Print Name: STEVEN C. BRAUN, P.E.

Title: _____

Title: Director of Transportation Development

Date: _____

As approved by the Board on:

Legal Review:

Attest: _____

Legal Review:

See attached Encumbrance Form for date of
funding approval by Comptroller

City Attorney

ORDINANCE NO. 03-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CHANGING THE DATE OF THE MARCH 2020 GENERAL ELECTION TO COINCIDE WITH THE STATEWIDE PRESIDENTIAL PREFERENCE PRIMARY; ESTABLISHING THE DATES FOR QUALIFICATION OF CANDIDATES; PROVIDING FOR TRANSMITTAL TO THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County Supervisor of Elections has advised the City that the County voting system will not be available for the March 10, 2020 general election because the Florida Legislature has established March 17, 2020 as the date for the Presidential Preference Primary; and

WHEREAS, in order to utilize the County voting system and the services of the County Supervisor of Elections, the City is required to move the date of its election to coincide with the Presidential Preference Primary; and

WHEREAS, because of state and federal laws governing overseas and military ballots, the City will be required to submit the names to appear on the ballot on or before December 17, 2019; and

WHEREAS, Section 101.75(3), Florida Statutes, provides that the governing body of a municipality may, by ordinance, move the date of any municipal election to a date concurrent with any statewide or countywide election; and

WHEREAS, Section 101.75(3), Florida Statutes, further requires that an ordinance moving the date of a municipal election specifically provide the candidate qualifying dates for the election; and

WHEREAS, Section 100.3605(2), Florida Statutes, allows the governing body of a municipality to change the dates for qualifying and for the election of members of the governing body forth in a municipal charter by ordinance and to provide for the orderly transition of office resulting from such date changes without the need for a referendum; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending Election Date.

Pursuant to Section 101.75 (3), Florida Statutes, the City of South Bay hereby moves the March 2020 South Bay Municipal Election date to Tuesday, March 17, 2020 to coincide with the date for the statewide Presidential Preference Primary. Nothing herein is intended to create a permanent change to the City Charter. Following the March 17, 2020 election, and any subsequent runoff, the qualifying period for the City municipal elections shall thereafter comply with the City of South Bay, Code of Ordinances, Chapter 10.

Section 3. Amending Qualifying Period.

The City of South Bay, Florida, pursuant to Section 100.3605 (2), Florida Statutes, hereby amends the qualifying period for the 2020 City of South Bay Municipal Election scheduled to be held on Tuesday, March 17, 2020 as follows:

a) Qualifying Period for candidates will be from noon on December 02, 2019 to noon on December 17, 2019.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Conflict and Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 6. Transmittal.

The City Clerk is hereby directed to transmit a copy of this Ordinance to the Palm Beach Supervisor of Elections Office.

Section 7. Effective Date.

The provisions of this Ordinance shall become effective immediately upon passage on second and final reading.

PASSED FIRST READING this 6 Day of August, 2019.

PASSED SECOND READING this ___ Day of _____, 2019.



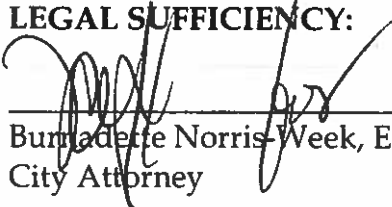
Joe Kyles, Mayor

Attested

By: 

Natalie Malone, City Clerk

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



Burnadette Norris-Week, Esquire
City Attorney

Moved by: Vice Mayor Barnard
Seconded by: Commissioner Wilson

VOTE:

Commissioner Berry	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner McKelvin	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Wilson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice-Mayor Barnard	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor Kyles	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)



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
Vick Del Bosquez
- 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: August 15, 2019
 Ref: Weekly check register

Enclosed, please find the summary of check register as of August 15, 2019:

General Fund

• Utility:		
Comcast		\$ 485.84
PBC water Utilities		1,658.84
• JLH Associates		3,750.00
• Norris -Weeks		10,508.03
• Central Restaurant Produce		3,664.63
• Coastal network		1,500.00
• CAP Government		2,186.50
• Total Solution		5,500.00
• Orlando Marriott		6,712.00
• Deposit refund		150.00
• Marathon Gas		2,437.92
• Ford credit		868.46
• Purchased of supplies, materials and parts		1,287.57
• Payment for various services		945.76
• Payroll deductions		1,137.28
• Other		2,681.70
	Total	<u>\$ 45,474.53</u>

A
B
C
D

Capital Project

CAP Engineering	\$ 1,220.00
Colome & Associates	8,059.67
Carbon Design & Architect	26,000.00
Zahlene Enterprise	222,592.36
Total	<u>\$ 257,872.03</u>

Sanitation Fund

Waste Management	\$ 196.61
------------------	-----------

AP Check Register Report
City Of South Bay (CSBFND)

08/02/2019 10:48:35 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11909	ALLY	ALLY	08/02/2019	725.70
11910	BRIDGET POLK	Bridget Polk	08/02/2019	150.00
11911	CENTRAL RESTAURANT F	Central Restaurant Product	08/02/2019	3,664.63
11912	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	08/02/2019	1,500.00
11913	COMCAST	COMCAST	08/02/2019	209.50
11914	ECONO SIGNS	ECONO SIGNS	08/02/2019	375.62
11915	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	08/02/2019	47.25
11916	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/02/2019	48.54
11917	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	08/02/2019	1,658.84
Non-Electronic Transactions:				8,380.08
Total Transactions:				8,380.08

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

08/05/2019 3:01:45 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11918	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	08/05/2019	81.00
Totals:			Total Transactions:	81.00

AP Check Register Report
City Of South Bay (CSBFND)

08/06/2019 1:37:11 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11919	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	08/06/2019	5,500.00
Non-Electronic Transactions:				5,500.00
Total Transactions:				5,500.00

AP Check Register Report

City Of South Bay (CSBFND)

08/09/2019 12:02:44 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11920	BETTY BARNARD	BETTY BARNARD	08/09/2019	281.70
11921	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	08/09/2019	10,508.03
11922	CAP GOVERNMENT	CAP GOVERNMENT	08/09/2019	2,186.50
11923	CLARKE	CLARKE	08/09/2019	532.96
11924	COMCAST	COMCAST	08/09/2019	276.34
11925	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	08/09/2019	60.00
11926	ESTHER BERRY	ESTHER BERRY	08/09/2019	144.00
11927	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	08/09/2019	302.45
11928	FACC	FLORIDA ASSOCIATION OF CITY CLERKS	08/09/2019	75.00
11929	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	08/09/2019	361.50
11930	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	08/09/2019	69.89
11931	JLH ASSOCIATES	JLH ASSOCIATES	08/09/2019	3,750.00
11932	JOE KYLES	JOE KYLES	08/09/2019	281.70
11933	JOHN WILSON	JOHN WILSON	08/09/2019	317.70
11934	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	08/09/2019	94.00
11935	LYONS PRINTING	LYONS PRINTING	08/09/2019	195.52
11936	MARATHON/MEX BANK	WEX BANK	08/09/2019	2,437.92
11937	NATALIE MALONE	NATALIE MALON	08/09/2019	144.00
11938	NEPOLEON COLLINS	NEPOLEON COLLINS	08/09/2019	286.20
11939	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	08/09/2019	176.28
11940	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	08/09/2019	223.22
11941	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/09/2019	72.36
11942	ORLANDO WORLD CENTE	ORLANDO WORLD CENTER MARRIOTT	08/09/2019	5,632.00
11943	PERFORMANCE NAPA	PERFORMANCE NAPA	08/09/2019	148.24
11944	ROBBIE TIRE	ROBBIE TIRE	08/09/2019	63.28
11945	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	08/09/2019	130.00
11946	ROSENWALD ELEMENTAF	ROSENWALD ELEMENTARY	08/09/2019	750.00
11947	TARANZA MCKELVIN	TARANZA MCKELVIN	08/09/2019	281.70
11948	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ-TAYLOR	08/09/2019	144.00
Non-Electronic Transactions:				29,926.49
Total Transactions:				29,926.49

AP Check Register Report
City Of South Bay (CSBFND)

08/09/2019 2:17:02 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11949		FORD CREDIT DEPT 67-4: FORD CREDIT COMPANY LLC	08/09/2019	506.96
11950		ORLANDO WORLD CENTE ORLANDO WORLD CENTER MARRIOTT	08/09/2019	1,080.00
			Non-Electronic Transactions:	1,586.96
			Total Transactions:	1,586.96

AP Check Register Report

City Of South Bay (CSBFND)

08/02/2019 11:55:27 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
151	CAP ENGINEERING	CAP ENGINEERING	08/02/2019	1,220.00
152	COLOME & ASSOCIATES,	COLOME & ASSOCIATES, INC.	08/02/2019	8,059.67
Non-Electronic Transactions:				9,279.67
Total Transactions:				9,279.67

AP Check Register Report

City Of South Bay (CSBFND)

08/13/2019 11:55:14 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
153		CARBON DESIGN & ARCH CARBON DESIGN & ARCHITECTURE	08/13/2019	26,000.00
154		ZAHLENE ENTERPRISE IN ZAHLENE ENTERPRISE INC	08/13/2019	222,592.36
			Non-Electronic Transactions:	248,592.36
			Total Transactions:	248,592.36

AP Check Register Report

City Of South Bay (CSBFND)

08/15/2019 9:26:24 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
196	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	08/15/2019	196.61
Non-Electronic Transactions:				196.61
Total Transactions:				196.61

Weekly Update

August 17, 2019

Palm Beach County League of Cities

P.O. Box 1989, Gov. Center
West Palm Beach, FL 33402

www.palmbeachcountyleagueofcities.com

Tel. 561-355-4484 Fax 561-355-6545

AUGUST MEETINGS

DATE: AUGUST 28, 2019

TIME: 11:30 AM

LOCATION: THE SPANISH RIVER LIBRARY,
1501 SPANISH RIVER BLVD, BOCA RATON

GUEST SPEAKER: LOIS FRANKEL, CONGRESSWOMAN
"FEDERAL LEGISLATIVE UPDATE"

****LIMITED SEATING****

**PLEASE RSVP FOR THIS EVENT EARLY
NO ADMITTANCE WITHOUT RSVP!**



If you have RSVP'd to an event and you are no longer attending please contact our office.



NEWS

The PBC League is still seeking Committee Members...

- Academic Advisory Committee
- Infrastructure Surtax Citizens Oversight Committee (Alternate Seat)
- Community Land Trust Palm Beach County (One Regular Seat)
- Treasure Coast Regional Planning Council (Open to Municipal Members)
- PBC Water Resource Task Force (Open to Municipal Members)



- Click here for more information on Palm Beach County Committee Openings
<http://www.palmbeachcountyleagueofcities.com/AboutUs/Committees/countycommittee.htm>
- Click here for more information on PBC League Committee Openings
<http://www.palmbeachcountyleagueofcities.com/AboutUs/Committees/>

New Job Listings

Please click [HERE](#) to check out new job postings that are available.

Florida League of Cities Policy Committees

The FLC Policy Committees are now open for sign-up. If you would like to serve on a legislative policy committee for 2019-2020, please call or email Mary Edenfield at 850-222-9684 or medenfield@flcities.com. *If you have served on a policy committee this past year, you still need to sign-up again for 2019-2020.* Below is the upcoming Policy Committee Meeting schedule.



Policy Committee Meeting Dates:

- ~~June 14, 2019~~ 10am-3pm at the Hyatt Regency Airport, Orlando FL
- ~~July 19, 2019~~ 10am-3pm at the Embassy Suites Lake Buena Vista, Kissimmee, FL
- ~~August 15, 2019~~ FLC Annual Conference at the Marriott World Center, Orlando, FL
- **November 14-15, 2019** FLC Legislative Conference at the Embassy Suites Lake Buena Vista, Kissimmee, FL

Luncheon Hosting Availabilities

Thank you to all of our 2019 hosts for our meetings, and we are looking for hosts for 2020. Please contact our office if you are interested.

PBC Legislative Delegation

The PBC Legislative Delegation will be hosting their annual joint workshop at the Palm Beach State College Loxahatchee Campus on **December 3, 2019** from 11:00a.m.-12:30p.m.

NEWS

Mandatory State Ethics Training Save the date

Please save the date October 30th 2019 for the mandatory 4-hour State Ethics training at the Lantana Recreation Center from 8:00a.m.-12:00p.m. You will also receive your one hour PBC Commission on Ethics retraining. Register today by emailing: bcc-leaguecitiestemp@pbcgov.org or call 561-355-4484.

PBC League Social Media Training Day in Greenacres

Join us for a Social Media Training Day at 9:00 a.m. on October 24th at the Greenacres City Hall in Greenacres, hosted in conjunction with FLC University. Designed for elected officials and municipal employees alike, this FREE class will cover the basics of municipal social media use before diving into more advanced management. For additional event information & Registration, please click [HERE](#). For additional assistance, contact Shwanda Barnette at sbarnette@flcities.com

PBC League of Cities Annual Holiday Networking Social (BBO) Save the date

Save the date for the PBC League of Cities Annual 50th Holiday Networking Social on **December 6, 2019** at the Lomax Harrelle Pavilion in Belle Glade.

PBC League of Cities Recipe Book

The Palm Beach County League of Cities will be creating a cookbook filled with delicious recipes to be presented at the Annual 50th Holiday Networking Social in December. The League is pleased to invite each municipality to submit a recipe for the cookbook. If you are interested in participating, please contact Debra Buff at dbuff@belleglade-fl.com or call 561-996-0100 ext. 2113

Southeast Florida Recovery Advocates Save the date

Save the date for the Southeast Florida Recovery Advocates' rally for a federal response to the opioid epidemic held on August 22, 2019 from 4:00p.m. – 8:00p.m. at the Palm Beach County Commission Chambers. Please see flyer attached.

ASSOCIATE MEMBER SPOTLIGHT





Palm Beach County League of Cities
Holiday Networking Social
Friday, December 6, 2019
Lomax Harrelle Pavilion
on Torry Island, Belle Glade

Hosted by the Cities of
Belle Glade, Pahokee, South Bay

Sponsorship Opportunities

Signature Sponsor - \$7,500 (Limited to one sponsor)

Includes:

- Recognition at the sponsored event
- Opportunity for introductory comments
- Prominent logo recognition on-site, inside event pavilion
- Recognition on event signage at check-in station
- Prominent logo recognition on invitation (Submission deadline: November 8, 2019)
- Placement of literature during the event
- Full-page ad in event program (Submission deadline: November 8, 2019)
- Insertion of company promotional item in veggie packet (if available)

Gold Sponsor - \$5,000

Includes:

- Recognition at the sponsored event
- Prominent logo recognition on-site, outside event pavilion
- Recognition on event signage at check-in station
- Half-page ad in event program (Submission deadline: November 8, 2019)
- Insertion of company promotional item in veggie packet

Silver Sponsor - \$3,000

Includes:

- Recognition at the sponsored event
- Prominent logo recognition on-site, outside event pavilion
- Recognition on event signage at check-in station
- Quarter ad in event program (Submission deadline: November 8, 2019)
- Insertion of company promotional item in veggie packet

Bronze Sponsor - \$1,000

Includes:

- Recognition at the sponsored event
- Prominent logo recognition on-site, outside event pavilion
- Recognition in event program
- Insertion of company promotional item in veggie packet

All other Sponsors

Include:

- Recognition in event program

CONTACT: Debra R. Buff, MMC, City Clerk, City of Belle Glade
dbuff@belleglade-fl.com or 561-992-1609

SPONSORSHIP DEADLINE:

November 8, 2019

**** Please complete and submit Sponsorship Form on next page ****



Palm Beach County League of Cities
Holiday Networking Social
Friday, December 6, 2019
Lomax Harrelle Pavilion
on Torry Island, Belle Glade



Hosted by the Cities of
Belle Glade, Pahokee, South Bay

SPONSORSHIP FORM

Company Name: _____

Mailing Address: _____

Contact Person: _____

Contact Number: _____

Email Address: _____

Sponsorship Level (Please check one):

- Signature \$7,500
- Gold \$5,000
- Silver \$3,000
- Bronze \$1,000
- Other, please specify amount \$ _____

Send completed form and payment, made payable to Palm Beach County League of Cities, to:

JeRiise Hansen
Palm Beach County League of Cities
P.O. Box 1989
West Palm Beach FL 33402

For payment questions, please contact jhansen@pbcgov.org or (561) 355-4484

SPONSORSHIP DEADLINE:

November 8, 2019

Thank you for your support!



SAVE-THE-DATE!

50TH
ANNIVERSARY

Holiday Networking Social

Friday, December 6, 2019
12:00p.m. - 2:30 p.m.

Lomax Harrelle Pavilion

5000 W ST N, Belle Glade, FL 33430

Hosted By:

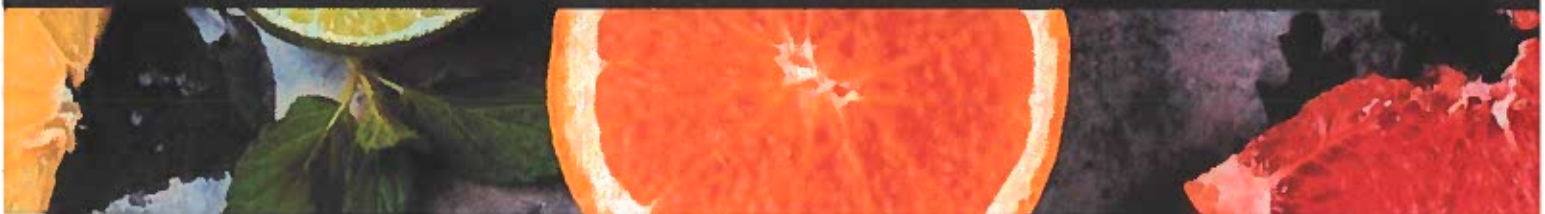


An event you don't want to miss!



Heads up League Members!

The Palm Beach County League of Cities will be creating a cookbook filled with delicious recipes to be presented at the Annual 50th Holiday Networking Social on December 6, 2019. The League is pleased to invite each municipality to submit a recipe for the cookbook. We are asking for a recipe and if you are interested in participating please contact City Clerk Debra Buff at dbuff@belleglade-fl.com or call 561-996-0100 ext. 2113



Social Media Training Day in Greenacres



Join us for a Social Media Training Day in Greenacres, hosted by the Palm Beach League of Cities. Designed for elected officials and municipal employees alike, this FREE class will cover the basics of municipal social media use before diving into more advanced management.

Agenda:

9:00 a.m. - 12:00 p.m. – The Foundations of Municipal Social Media

Social media is not a fad. It continues to alter the way we communicate with our residents and each other.

This introductory course will provide an overview of

contemporary social media platforms and explore best practices to guide personal and public service usage of social media. We will provide practical advice on why you want to be engaged on social media and how to avoid some of the common pitfalls as participants and as consumers through the development of sound policy for elected officials and staff in your city.

1:00 p.m. - 3:00 p.m. – Social Media 2.0: Algorithms and Aggregators

You mean there is a science to it? That's right. To get the most out of your social media efforts, you must first understand how the various news feeds work and then learn how to ensure your content is seen by its intended audience. We will provide professional tips to create compelling content designed to take the guesswork out of your social media planning, as well as showcase various tools to help you work smarter, not harder, to take your city's social presence to the next level. We will also discuss the latest changes to privacy policies and rules for paid advertising.

The class begins at 9:00 a.m. and parking is free. Lunch will be provided between 12:00 pm - 1:00 pm. Please indicate dietary restrictions, below. We look forward to seeing you!

When 10/24/2019 9:00 AM - 3:00 PM

Where Greenacres City Hall
5800 Melaleuca Lane
Greenacres, FL 33463

JOIN THE PALM BEACH COUNTY
LEAGUE OF CITIES
FOR OUR ANNUAL STATE MANDATED

ETHICS TRAINING

Presenters:

Christy Goddeau, Esq.
Torcivia, Donlon, Goddeau & Ansay, P.A.

Jacob Horowitz
Goren, Cherof, Doody & Ezrol, P.A.

Keith Davis, Esq.
Davis & Ashton, P.A.

Norm Ostrau
Ethics Officer, City of West Palm Beach

Mark Bannon
Executive Director, Palm Beach County
Commission on Ethics

Lantana Recreation Center
418 S DIXIE HWY
LANTANA, FL 33462

Wednesday, October 30, 2019
8:00AM - 12:00PM

REGISTER TODAY!
EMAIL: BCC-LEAGUECITIESTEMP@PBCGOV.ORG
CALL: 561-355-4484





Martin | Palm Beach | Broward | Miami

Southeast Florida Recovery Advocates

FedUP! Local 2019 Rally

Date: Thursday 8/22/19

Time: 5:00pm-8:00pm

Location: Palm Beach County Commission Chambers

**301 N. Olive Avenue
West Palm Beach FL 33401**

Cost to attend: FREE

SCHEDULE OF EVENTS:

- **4:00-5:00: Early gathering in courtyard**
- **5:00-5:30: Interpretive dance, begin moving upstairs to chambers, networking with community booths**
- **5:30-5:45: Begin getting seated for speaker portion**
- **6:00-7:30: Speakers**
 - **State Attorney Dave Aronberg, Palm Beach County Commissioner Melissa McKinlay, FL State Representative Chip LaMarca, Special Agent of Drug Diversion DEA Susan Langston, FL Senator Lori Berman, Martin County Commission Chairman Edward V. Ciampi**
 - **Keynote Speaker: FL Senator Darryl Rouson**
- **7:30: Closing**
- **Parking: there are multiple public parking lots and garages near the event that accept mobile app payments, card payments, and coins**
- **Smoking and Vaping: The government center is tobacco-free. There will be no smoking outside or inside the event, and only allowed at County-designated areas found via County signs**
- **Marching: there is NO walking portion for this year's rally.**

SPONSORSHIP

- **Non-Profits: \$100**
- **For-Profits, and all treatment centers: \$250**
 - Please send checks payable to "Southeast Florida Recovery Advocates" to 3302 NE Holly Creek Drive, Jensen Beach, FL 34957.
 - Please send your logo to lissa@sefra.org

- **For More Information:**
 - **Lissa Franklin 305-978-2207**
 - **Maureen Kiellan 954-629-5264**