

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

CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBERS
TUESDAY, JANUARY 05, 2021
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, JANUARY 05, 2021
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. **City of South Bay Employee Handbook**
Vicky Del Bosquez, Human Resources
4. **ADJOURNMENT**

REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
COMMISSION CHAMBER
TUESDAY, JANUARY 05, 2021
7:00PM

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

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

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

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS *(Up to 5 minutes)***
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 Workshop** **December 01, 2020**
and Regular City Meeting Minutes

5b. **Approval of Regular City Agenda** **January 05, 2021**

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

6a. **RESOLUTION 01-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2021 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

6b. **RESOLUTION 02-2021**

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

6c. RESOLUTION NO. 03-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE EXECUTION OF A SIXTH AMENDMENT TO A SUBGRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY REGARDING THE BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

6d. RESOLUTION NO. 04-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR A CIVICCLERK AGENDA MANGEMENT SYSTEM FROM CIVICPLUS, LLC AS AN EMERGENCY PURCHASE; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. City of South Bay 2021 General Election

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, FL
CITY WORKSHOP AGENDA
CITY COMMISSION CHAMBERS
TUESDAY, DECEMBER 01, 2020
6:30PM**

Present:

Mayor Joe Kyles

Vice-Mayor Betty Barnard

Commissioner Esther E. Berry

Staff:

Leondrae Camel, City Manager

Natalie Malone, City Clerk

Vicky DelBosquez, Human Resources

Massih Saadatmand, Finance Director *via telephone*

Burnadette Norris-Weeks, City Attorney, Esq., City Attorney *via telephone*

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

3a. Agenda Items

4. ADJOURNMENT

CITY OF SOUTH BAY
VIRTUAL CITY MEETING
TUESDAY, DECEMBER 01, 2020
At 7:00P.M.

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on December 01, 2020 at 7:00 p.m.

(Full discussion/recording, available through the City Clerk)

Present:

Mayor Joe Kyles

Vice-Mayor Betty Barnard

Commissioner Esther E. Berry

Commissioner Taranza McKelvin *via telephone*

Commissioner John Wilson *via telephone*

Staff:

Leondrae Camel, City Manager

Natalie Malone, City Clerk

Vicky DelBosquez, Human Resources

Massih Saadatmand, Finance Director *via telephone*

Burnadette Norris-Weeks, City Attorney, Esq., City Attorney *via telephone*

1. **MAYOR KYLES CALLS MEETING TO ORDER:**
2. **ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
3. **MAYOR KYLES CALLED FOR ANY VOTING CONFLICTS: NONE**
4. **PRESENTATIONS/PROCLAMATIONS**
 - 4a. **Tri-Cities Education NOVEMBER Update-The Glades Region**
Joe Kyles, Mayor
5. **PUBLIC COMMENTS**

6. CONSENT AGENDA

6a. Approval of Regular City Meeting Minutes November 17, 2020

6b. Approval of Regular City Agenda December 01, 2020

Moved By: Vice Mayor Barnard
Seconded By: Commissioner Berry

7. RESOLUTIONS

Reread into the record for Commissioner McKelvin and Commissioner Wilson

7a. RESOLUTION: 51-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ELECTIONS AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Seconded By: Commissioner Berry

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

7b. RESOLUTION 52-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY PERTAINING TO THE PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Seconded By: Commissioner Wilson

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

7c. RESOLUTION NO. 53-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2020; PROVIDING FOR EFFECTIVE DATE

Moved By: Vice Mayor Barnard
 Seconded By: Commissioner Berry

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

8. ORDINANCE

9. ROSENWALD ELEMENTARY SCHOOL

Principal Hightower and Mrs. Lusunariz

9a. COVID-19 Update

9b. No School- December 04, 2020

9c. Report Cards-December 11, 2020

9d. Christmas Break-December 20, 2020- January 04, 2021

9e. MLK Oratorical Contest scheduled to take place on January 13, 2020

10. FINANCE REPORT**10a. Accounts Payable Report-December 01, 2020****11. CITY CLERK REPORT****11a. Next scheduled commission meeting-January 05, 2021****11b. Food Distribution in Raiderville-December 04, 2020***Per Major Kyles***12. CITY MANAGER REPORT****12a. 2SBW Agreement:****Motion made to allow the City Manager to move forward with Article 7. TERMINATION. of the City Hall Retrofit agreement.**

Moved By: Commissioner Berry
Seconded By: Vice Mayor Barnard

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

12b. 2021 Legislative Priorities**12c. Palm Beach County Delegates-12/10/2020****Dolly Hand Cultural Arts Center****Address: 1977 SW College Dr****Belle Glade, FL 33430****13. CITY ATTORNEY REPORT****14. FUTURE AGENDA ITEMS****14a. Presentation from Department of Transportation-*Discussion only*****14b. Update on Economic Forecast: next 5 to 7 years-*Discussion only*****14c. Strategic Planning of the Economic Forecast-*Discussion only***

15. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15a. Commissioner McKelvin:

- Thanks to everyone and continue to be safe

15b. Commissioner Wilson:

- God bless

15c. Commissioner Berry:

- CARES ACT Funding
- Be safe

15d. Vice Mayor Barnard:

- Stay safe and have a good rest of the year

15e. Mayor Kyles:

- We are a TEAM
- CARES ACT
- Palm Beach County Service Act
- Utility and Rental Assistance
- Thank you to the Community
- Triangle building
- Lighting and City Repair

16. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION 01-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2021 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in anticipation of the 2021 Florida State Legislative Session and Sessions of Congress of the United States, the City of South Bay City Commission ("City Commission") has discussed its legislative priorities; and

WHEREAS, the City Commission has reviewed and considered the nature and scope of proposed legislative actions with information provided by city staff and members of the public; and

WHEREAS, the City Commission desires to state and confirm its legislative priorities for the 2021 legislative session, subject to amendments to the list that may be made from time to time, if determined necessary.

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. **Adoption of 2021 Legislative Priorities; Reservation for Amendments.** The City Commission of the City of South Bay, Florida hereby adopts the 2021 Legislative Priorities as set forth in Exhibit "A" attached hereto. The City Commission reserves the right to take action on additional legislative issues, if determined necessary by the Commission.

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

PASSED and ADOPTED this 5th day of January, 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

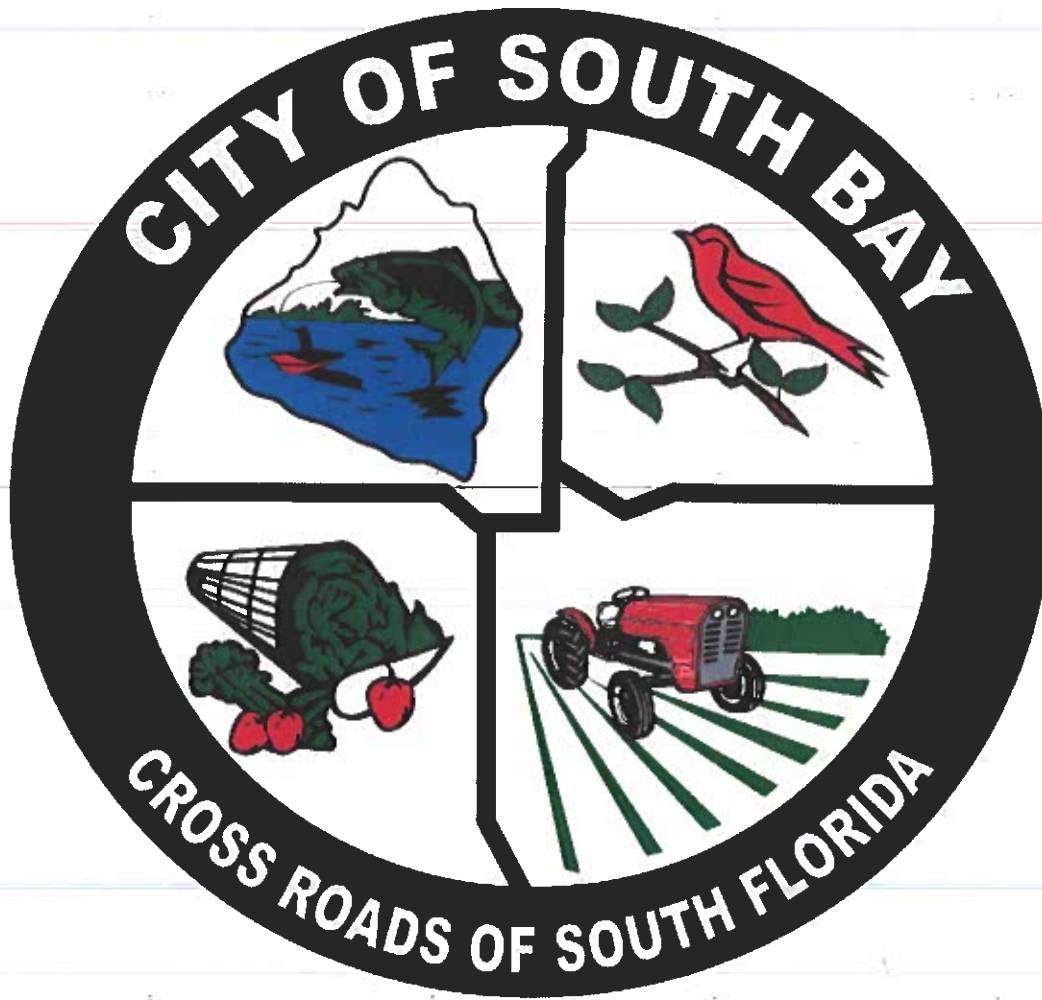
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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Cross Roads of South Florida

(561) 996-6751

www.southbaycity.com

335 SW 2nd Avenue • South Bay, FL 33493

LEGISLATIVE PRIORITIES OVERVIEW

Deteriorating roadways, substandard storm water drainage system, multipurpose community facility and Herbert Hoover Dike Rehabilitation Project are legislative priorities. Through strategic planning and community input, the City of South Bay commission acknowledges that the City's annual capital improvement budget is contingent on State of Florida appropriation. Strategically located at Florida's crossroads (US 27 North South and SR 80 East West), the City of South Bay, is experiencing gradual economic revitalization. However, South Bay's fiscal challenges and economic growth are at the crossroads. According to population census and tax base data, the average median household income is \$28,406 compared to the State median household income at \$46,036 and the median property value is \$89,300 compared to the State median property value of \$153,300.

As prospective, the City's legislative priorities target infrastructure (roads, sidewalks, storm water drainage, and guardrails/protective barriers), public health, safety, citizens' wellness and interagency support, such as the Palm Beach Sheriff's Office and the American Red Cross.

As an overview, there are several existing conditions described in this document to support the City of South Bay's request for 2019 legislative appropriations.

SOUTH BAY PARK OF COMMERCE

Cost - \$1,000,000

The City of South Bay is desirous of improvement and/or development of a parcel of publicly-owned land known as the "South Bay Park of Commerce", located adjacent to US HWY 27, Inland Logistic Center (ILC) in the City of South Bay, Florida. The property has direct access to US HWY 27 and ILC.

The property is located within the City of South Bay's industrial district and is approximately 88.28 acres in area. Current existing land use of the site consists of vacant property with Industrial Park usage. The property is zoned IND, South Bay Mixed Use.

The City of South Bay has adopted a Redevelopment Plan known as the Economic Development Project, "Creating an Industrial Park for Business Development". A conceptual plan of the South Bay has also been created.

In an effort to improve the marketability of this parcel the City is seeking \$1,000,000 to be provided for the preliminary engineering and design for future developments of the Park of Commerce in the City of South Bay.

MULTI-PURPOSE EMERGENCY SHELTER AND CARE CENTER

Cost - \$2,300,000 (Phase 2)

Conditions

The people in South Bay have fragile sheltering, some have health concerns, and the Community Center (emergency shelter and care center) would be operational during catastrophic events that can generate unique situations requiring unusual responses. This facility would be supported by the American Red Cross, Palm Beach Sheriff Office, and the local governing authority. The center would include the following:

- Shelter
- Feeding
- Emergency First Aid
- Bulk Distribution of Emergency Items
- “Safe and Well” information



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ROADWAYS, SIDEWALKS AND STREET LIGHTING

Estimated Cost - \$5,860,705

- Infrastructure Improvement for Streets with Substantial Public Safety Concerns (i.e. guardrails and/or protective roadway barriers).

Proposed Roadways Marked for Street Reconstruction / Resurfacing 2020-2021		
	Project Length	Estimated
Collector / Residential Roadways	(ft)	Cost
SE 3rd St	1252	331,780.00
NW 6th Ave	372	98,580.00
NW 9th Ave	1253	332,045.00
NW 10th Ave	1253	332,045.00
NW 5th Ave	372	98,580.00
NW 7th Ave	372	98,580.00
NW 11th Ave	1253	332,045.00
NW 2nd St	2500	662,500.00
NW 12th Ave	1253	332,045.00
SW 10th Ave	1297	343,705.00
SW 4th Ave	1297	343,705.00
SW 6th Ave	1297	343,705.00
SW 5th Ave	1297	343,705.00
SW 4th Ave	700	185,500.00
SW 3rd Ave	800	212,000.00
Total Estimated Funding Required for Road Projects		\$4,390,520.00

Total Estimated Funding Required for Sidewalk Projects **\$1,470,185.00**

HERBERT HOOVER DIKE REHABILITATION

The South Bay City Commissioners support the Board of County Commissioners of Palm Beach County, Florida urging Congress to provide the necessary funding to complete the Herbert Hoover Dike rehabilitation and urging the Army Corps of

Engineers to expedite its repairs to the dike to ensure the public health, safety, and welfare of the cities surrounding Lake Okeechobee and the Corps' ability to manage the lake's water level in a way that will significantly reduce the impact to the coastal estuaries. The El Nino weather pattern that dominated South Florida from December through March brought record dry season rainfall to many areas and caused the water level in Lake Okeechobee and the Everglades to rise well above the United States Army Corps of Engineers' Regulation Schedules for those areas. As a result, the coastal estuaries were forced to endure high releases of water from Lake Okeechobee for several months. The higher Lake stage also impacts the public health, safety and welfare of residents in Palm Beach County, including the Cities of Belle Glade, Pahokee and South Bay because of the pressure on the Herbert Hoover Dike. The problem is exacerbated by the Interim Lake Okeechobee Operating Rules required while the Herbert Hoover Dike undergoes its first major rehabilitation in 75 years.

STRATEGIC PLANNING COMMUNITY INPUT SURVEY

HISTORICAL CONTEXT – Community Strategic Planning and Visioning

Since 2011, the City of South Bay Commission has engaged community in strategic planning, as a process to provide essential information about strengths, weaknesses, opportunities and threats relative to land use, community revitalization, economic development and fiscal priorities.

Notably, on April 23, 2011, the City commission initiated and convened the community strategic planning and visioning workshop. Approximately 25 participants used the **SWOT** matrix to identify community **strengths, weaknesses, opportunities** and **threats**. The participants identified and prioritized the following:

- **Strengths** – location and people
- **Weaknesses** – lack of job opportunities and lack of diverse businesses
- **Opportunities** – Inland distribution center and signature event/ Bayfest
- **Threats** – Lake Okeechobee breach and access to west area from east coast/infrastructure, transportation

On June 7, 2011, the City commission adopted **Resolution 17, 2011**, namely, **Resolution of the City Commission of the City of South Bay Palm Beach County Florida Supporting the Strategic Planning Process for Identifying and Prioritizing Economic Development and Community Revitalization Projects**. Significantly, on July 17, 2012, the commission and the community discussed the creation of a 7 year master plan with focus on jobs, community revitalization and economic development.

In collaboration with community stakeholders, local businesses, residents, Palm Beach County League of Cities, Palm Beach County Board of County Commission- west area, Business Development Board, LORE, Palm Beach County School Board –west area and State of Florida legislators, the City of South Bay Commission adopted and submitted Legislative Priorities to the State of Florida Appropriations committee. Notably, the City has received State funding for infrastructure improvement to support quality of life, public safety and economic development.

As a data collection component of the strategic planning process, the City of South Bay commission approved the **Community Input Survey 2018**. The survey was designed to obtain input regarding economic development within the next five years.

Community Input Survey Master Sheet

Total Number of Surveys Dispersed (TNSD)	Total Number of respondents
1223	114

Calculated responses with percentages	Total Number	Percent	Percentage Rate Submitted
114	1223		

Q#1

What is the City's growth and development challenge?

Adequate job opportunities	54	47.37%	4.42%
Housing options	18	15.79%	1.47%
Natural Resources	3	2.63%	0.25%
Small town character	8	7.02%	0.65%
Adequate recreational opportunities	12	10.53%	0.98%

Q#2

What is the City's greatest asset?

Education	19	16.67%	1.55%
Natural habitat	10	8.77%	0.82%
Recreational opportunities	11	9.65%	0.90%
Sense of community	25	21.93%	2.04%
Affordable Housing	23	20.18%	1.88%

Other(please specify)	14	12.28%	1.14%
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Q#3

What type of development would you support?

Commercial	23	20.18%	1.88%
Housing or replacement housing	30	26.32%	2.45%
Industrial uses along US HWY 27 North and South	46	40.35%	3.76%

Q#4

What type of housing do you support?

Single Family	52	45.61%	4.25%
Apartment	5	4.39%	0.41%
Senior living facilities	36	31.58%	2.94%

Q#5

Which of the following do you support?

Trail activities	23	20.18%	1.88%
Cultural events and entertainment	72	63.16%	5.89%

Q#6

What cultural activities do you support?

Museums/History	11	9.65%	0.90%
Festivals/Events	16	14.04%	1.31%
Children/Youth Activities	46	40.35%	3.76%
Veterans appreciation activities	2	1.75%	0.16%
Music/Concerts	4	3.51%	0.33%
Art Galleries			
Theater performances	7	6.14%	0.57%

Q#7

Which capital improvements should the City prioritize?

Road improvement	68	59.65%	5.56%
Resurfacing	3	2.63%	0.25%

Sidewalks	2	1.75%	0.16%
Water and Sewer	3	2.63%	0.25%
Parks	7	6.14%	0.57%
Parking			
Martin Luther King Blvd/Main Street Development	3	2.63%	0.25%

Q#8

Which economic development priority would you support?

Recreation and Tourism	23	20.18%	1.88%
Manufacturing	16	14.04%	1.31%
Construction	16	14.04%	1.31%
Warehouse Distribution Center	40	35.09%	3.27%

Q#9

What type of restaurant would you support in the City?

Fast Food	30	26.32%	2.45%
Family/Buffer Style	41	35.96%	3.35%
Health Food	3	2.63%	0.25%

Q#10

Do you support Live Stream Commission Meetings?

Yes	92	80.70%	7.52%
No	15	13.16%	1.23%

Multiple Responses

	114.91		
	131	%	10.71%

No Responses

	77	67.54%	6.30%
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Total number of responses 1,140

ENDNOTE

List of supportive references noted in the Legislative Priorities

1. Strategic Planning and Budget discussion workshops
2. Demographics Data
3. Storm water Engineering Survey
4. List of Proposed Roadways

RESOLUTION 02-2021

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

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

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

WHEREAS, the parties agree that the City will provide free space for a congregate dining site to be located at the Tanner Park Community Center from Monday through Friday between the hours of 11:00 a.m. to 1:00 p.m., excluding certain county holidays and further provide volunteer management services; and

WHEREAS, the new Facility Use Agreement between the parties sets forth a term of three (3) years, commencing on the effective date and continuing for three (3) years thereafter, ("Initial Term"), unless sooner terminated as provided herein; and

WHEREAS, among other things, provided the City is not in default of any of the terms and conditions of the Agreement, the Agreement shall be automatically renew for two (2) additional consecutive terms of (1) year each; and

WHEREAS, execution of the 2020 Agreement, attached hereto as Exhibit "A", for the provision of a congregate dining site for elderly persons at Tanner Park Community Center is in the best interest of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Facilities Use Agreement between the City of South Bay and Palm Beach County for the provision of a congregate dining site for elderly persons through the Division of Senior Services, attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 5th day of January 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES

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

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

ARTICLE 1 – SERVICES

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

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

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

ARTICLE 2 – EFFECTIVE DATE, TERM AND SCHEDULE

This agreement shall become effective when signed by all parties and approved by The Palm Beach County Board of County Commissioners. The term of this agreement shall be for a period of three (3) years, commencing on the effective date, and continuing for three (3) years thereafter, ("Initial Term"), unless sooner terminated as provided for herein.

Provided MUNICIPALITY is not in default of any of the terms and conditions of this Agreement, this Agreement shall be automatically renewed for two (2) additional, consecutive terms of one (1) year each ("Renewal Term"); provided however, that either party may elect to not renew this agreement upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions set forth herein, except that no Renewal Term shall extend beyond five (5) years from the effective date.

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

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 – USE OF FACILITY

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

ARTICLE 4 – TERMINATION

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

COUNTY shall:

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

MUNICIPALITY shall:

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

Remainder of page intentionally left blank.

ARTICLE 5 – PERSONNEL

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

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

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

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

ARTICLE 6 – AVAILABILITY OF FUNDS

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

ARTICLE 7 – INSURANCE

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

- A. MUNICIPALITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. MUNICIPALITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by MUNICIPALITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MUNICIPALITY under the Agreement.
- B. **Commercial General Liability** MUNICIPALITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. MUNICIPALITY shall provide this coverage on a primary basis.

ARTICLE 7 – INSURANCE (cont'd)

- C. **Worker's Compensation Insurance & Employers Liability** MUNICIPALITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. MUNICIPALITY shall provide this coverage on a primary basis.
- D. **Professional Liability** MUNICIPALITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of MUNICIPALITY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, MUNICIPALITY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, MUNICIPALITY shall purchase a SERP with a minimum reporting period not less than 3 years. MUNICIPALITY shall provide this coverage on a primary basis.
- E. **Additional Insured** MUNICIPALITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." MUNICIPALITY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** MUNICIPALITY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then MUNICIPALITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should MUNICIPALITY enter into such an agreement on a pre-loss basis.

Remainder of page intentionally left blank.

ARTICLE 7 – INSURANCE (cont'd)

- G. **Certificate(s) of Insurance** Prior to execution of this Agreement, MUNICIPALITY shall deliver to the COUNTY'S representative as identified in Article 23, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

PALM BEACH COUNTY
c/o: Community Services Department
Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

- H. **Umbrella or Excess Liability** If necessary, MUNICIPALITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- J. COUNTY shall maintain the same coverages and bear the same obligations as required for MUNICIPALITY above.

ARTICLE 8 – INDEMNIFICATION

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

ARTICLE 8 – INDEMNIFICATION (cont’d)

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

ARTICLE 9 – SUCCESSORS AND ASSIGNS

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

ARTICLE 10 – REMEDIES

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or MUNICIPALITY.

ARTICLE 11 – CONFLICT OF INTEREST

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

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

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Party may undertake and request an opinion of the COUNTY Ethics Commission as to whether the association, interest or circumstance would, in the opinion of the Commission, constitute a conflict of interest if entered into by that Party. . If, in the opinion of the Commission, the prospective business association, interest or circumstance

ARTICLE 11 – CONFLICT OF INTEREST (cont’d)

would not constitute a conflict of interest, the Party shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

ARTICLE 12 – EXCUSABLE DELAYS

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

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

ARTICLE 13 – ARREARS

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

ARTICLE 14 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the MUNICIPALITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

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

ARTICLE 15 – INDEPENDENT AGREEMENT OR RELATIONSHIP

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

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

ARTICLE 16 – CONTINGENT FEES

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

ARTICLE 17 – ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

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

ARTICLE 18 – NONDISCRIMINATION

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

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

ARTICLE 19 – AUTHORITY TO PRACTICE

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

ARTICLE 20 – SEVERABILITY

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

ARTICLE 21 – PUBLIC ENTITY CRIMES

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

ARTICLE 22 – MODIFICATIONS OF WORK

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

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

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

ARTICLE 23 – NOTICE

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

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

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

With copy to:

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

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

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

ARTICLE 24 – ENTIRETY OF AGREEMENT

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

ARTICLE 25 – CRIMINAL HISTORY RECORDS CHECK

The MUNICIPALITY and its employees, subcontractors of the MUNICIPALITY and employees of the subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolution R2013-1470 and R2015-0572, as amended. The MUNICIPALITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the MUNICIPALITY acknowledges that services include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

ARTICLE 26 – REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 27 – SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if MUNICIPALITY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the county.
- B. **When agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 28 – PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

ARTICLE 28 – PUBLIC RECORDS (cont'd)

- B. Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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

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

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

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

ARTICLE 29 - APPLICABILITY

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

ARTICLE 30 – COUNTERPARTS

This contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The MUNICIPALITY shall execute by manual means only, unless the COUNTY provides otherwise.

Remainder of page intentionally left blank.

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

ATTEST:

COUNTY:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Community Services Department

ATTEST:

MUNICIPALITY:

By: _____
Clerk

By: _____
Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Leondrae Camel
Printed Name

By: _____
Attorney

Manager, City of South Bay
Title

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

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

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

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

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

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

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

EXHIBIT "A"

SCOPE OF WORK

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

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

EXHIBIT "A"

SCOPE OF WORK

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

I. The following provisions shall be rendered by the COUNTY (cont'd):

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

Remainder of the page intentionally left blank.

EXHIBIT "B"

COUNTY HOLIDAY SCHEDULE:

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

ATTACHMENT 1

Department of
ELDER AFFAIRS
STATE OF FLORIDA



BACKGROUND SCREENING

Affidavit of Compliance - Employee

AUTHORITY: This form is required of all employees who are direct service providers when claiming an exception to Level 2 background screening set forth in sections ~~430.0402(2) and (3), Florida Statutes~~, or to comply with the attestation requirements set forth in section 435.05(2), Florida Statutes.

This form may be used by **all employees** to comply with:

- The attestation requirement of **section 435.05(2), Florida Statutes**, which states that "every employee required to undergo Level 2 background screening must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to this chapter and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer;" **AND**
- The proof of screening within the previous 5 years in **section 408.809(2), Florida Statutes**, which requires proof of compliance with Level 2 screening standards that have been screened through the *Care Provider Background Screening Clearinghouse* created under **section 435.12, Florida Statutes**, or screened within the previous 5 years by the Agency, Department of Health, Department of Elder Affairs, the Agency for Persons with Disabilities, Department of Children and Families, or the Department of Financial Services for an applicant for a certificate of authority to operate a continuing Care retirement community under **Chapter 651, Florida Statutes**, if that agency is not currently implemented in the Care Provider Background Screening Clearinghouse.

This form must be maintained in the employee's personnel file. If this form is used as proof of screening for an administrator or chief financial officer to satisfy the requirements of an **application for a health care provider license**, please attach a copy of the screening results and submit the licensure application.

The term "employee" as used herein refers collectively to ***all persons*** required by law to undergo

background screening. This includes, but is not limited to, persons who are determined to be a direct service provider. A direct service provider is a person at least 18 years of age who, pursuant to a program to provide services to the elderly, has direct face-to-face contact with a client while providing services and has access to the client's living areas, funds, personal property, or personal identification information as defined in F.S. 817.568, Florida Statutes. A direct service provider also includes coordinators, managers, and supervisors of residential facilities and volunteers.

Personal identification information defined in F.S. 817.568(1)(f), F.S. means “any name or number that may be used, alone or in conjunction with any other information, to identify a specific individual, including any:

1. Name, postal or electronic mail address, telephone number, social security number, date of birth, mother’s maiden name, official state-issued or United States-issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number, Medicaid or food assistance account number, bank account number, credit or debit card number, or personal identification number or code assigned to the holder of a debit card by the issuer to permit authorized electronic use of such card;
2. Unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation;
3. Unique electronic identification number, address, or routing code;
4. Medical records;
5. Telecommunication identifying information or access device; or
6. Other number or information that can be used to access a person’s financial resources.”

EMPLOYER: IF AN EMPLOYEE IS DETERMINED TO BE A DIRECT SERVICE PROVIDER, THIS COMPLETED FORM MUST BE RETAINED IN THE EMPLOYEE’S FILE. IF AN EXCEPTION TO BACKGROUND SCREENING IS CLAIMED, A COPY OF THE REQUIRED EVIDENCE MUST BE

STEP ONE: Complete identification information.

_____	_____
Employee	Position Applied
_____	_____
Employee	

STEP TWO: The employee must review the following list of disqualifying offenses set forth in Chapters 430 and 435, Florida Statutes.

You must attest to meeting the requirements for employment and you may not have been arrested for and awaiting final disposition of, have been found guilty of, regardless of adjudication, or have entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

Criminal offenses listed in section 435.04, F.S.

- (a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, relating to murder.
- (e) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, relating to vehicular homicide.
- (g) Section 782.09, relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, relating to kidnapping.
- (l) Section 787.02, relating to false imprisonment.
- (m) Section 787.025, relating to luring or enticing a child.
- (n) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, relating to sexual battery.
- (s) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- (t) Section 794.05, relating to unlawful sexual activity with certain minors.
- (u) Chapter 796, relating to prostitution.
- (v) Section 798.02, relating to lewd and lascivious behavior.
- (w) Chapter 800, relating to lewdness and indecent exposure.
- (x) Section 806.01, relating to arson.
- (y) Section 810.02, relating to burglary.
- (z) Section 810.14, relating to voyeurism, if the offense is a felony.
- (aa) Section 810.145, relating to video voyeurism, if the offense is a felony.
- (bb) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- (cc) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (dd) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ee) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(ff) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(gg) Section 826.04, relating to incest.

(hh) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

(ii) Section 827.04, relating to contributing to the delinquency or dependency of a child.

(jj) Former s. 827.05, relating to negligent treatment of children.

(kk) Section 827.071, relating to sexual performance by a child.

(ll) Section 843.01, relating to resisting arrest with violence.

(mm) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.

(nn) Section 843.12, relating to aiding in an escape.

(oo) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.

(pp) Chapter 847, relating to obscene literature.

(qq) Section 874.05(1), relating to encouraging or recruiting another to join a criminal gang.

(rr) Chapter 893, relating to drug abuse prevention and control to include the use, possession, sale, or manufacturing of illegal drugs, only if the offense was a felony or if any other person involved in the offense was a minor.

(ss) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(tt) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(uu) Section 944.40, relating to escape.

(vv) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(ww) Section 944.47, relating to introduction of contraband into a correctional facility.

(xx) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(yy) Section 985.711, relating to contraband introduced into detention facilities.

(ZZ) Section 741.28 relating to domestic violence.

Criminal offenses found in section 430.0402, F.S.

(a) Section 409.920, relating to Medicaid provider fraud.

(b) Section 409.9201, relating to Medicaid fraud.

(c) Section 741.28, relating to domestic violence.

(d) Section 817.034, relating to fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems.

(e) Section 817.234, relating to false and fraudulent insurance claims.

(f) Section 817.505, relating to patient brokering.

(g) Section 817.568, relating to criminal use of personal identification information.

(h) Section 817.60, relating to obtaining a credit card through fraudulent means.

(i) Section 817.61, relating to fraudulent use of credit cards, if the offense was a felony.

(j) Section 831.01, relating to forgery.

(k) Section 831.02, relating to uttering forged instruments.

(l) Section 831.07, relating to forging bank bills, checks, drafts, or promissory notes.

(m) Section 831.09, relating to uttering forged bank bills, checks, drafts, or promissory notes.

Criminal offenses found in other sections.

(n) Section 775.21, sexual predator.

(o) Section 775.261, Career offender.

(p) Section 943.0435, Sexual offender; unless the requirement to register as a sexual offender has been removed pursuant to section 943.04354.

I have been granted an Exemption from Disqualification through the Agency for Healthcare Administration (AHCA)

Date of Decision: _____

I have been granted an Exemption from Disqualification through the Florida Department of Health.

Date of Decision: _____

**** A copy of the Exemption from Disqualification decision letter must be attached****

If you are also using this form to provide evidence of prior Level 2 screening (fingerprinting) in the last 5 years and have not been unemployed for more than 90 days, please provide the following information. **A copy of the prior screening results must be attached.**

Purpose of Prior Screening: _____

Screening Conducted by: _____ Date of Prior Screening: _____

Agency for Healthcare

Department of Elder

Department of Health

Department of Financial Services

Agency for Persons with

Department of Children and Family Services

STEP THREE: The employee must complete this section if claiming an exception to level 2 background screening conducted by the Department of Elder Affairs. If not claiming an exception, then skip to Step Four.

If you are claiming that you qualify for an exception to level 2 background screening pursuant to sections 430.0402(2) or (3), Florida Statutes, and thereby, you are not required to undergo background screening through the Department of Elder Affairs, please indicate the type of exception and attach the required evidence.

EXCEPTION:

- Attorney - An attorney in good standing with the Florida Bar if you are providing a service within _____ (initials) the scope of your licensed practice.

Evidence: A copy of the screen shot of your membership in good standing with the Florida Bar.

- Relative - A relative of the client.
_____ (initials) Evidence: Circle your relationship to the client: husband, wife, father, mother, son, daughter, brother, sister, grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

- Volunteer - A volunteer who assists for less than 20 hours per month and you are not listed on the _____ (initials) FDLE Career Offender Search database or the Dru Sjodin National Sex Offender Public Website.
Evidence: A copy of your search results screen shot from each criminal database showing no records were found.

EMPLOYER: IT IS THE EMPLOYER'S RESPONSIBILITY TO VERIFY THE AUTHENTICITY AND ACCURACY OF ANY DOCUMENTATION REQUIRED AS EVIDENCE OF AN EMPLOYEE'S QUALIFICATION

STEP FOUR: Each employee determined to be a direct service provider must complete the required attestation below.

Claiming an Exception: If you are claiming that you qualify for an exception to level 2 background screening, you are not required to undergo background screening through the Department, and you must sign the attestation below.

Not Claiming an Exception: If you are *not* claiming one of the exceptions to level 2 background screening listed in Step Three, you must complete level 2 background screening through the Department. Once you have been determined qualified for service by the Department, you must sign the attestation below.

ATTESTATION

Under penalty of perjury, I _____, hereby swear or affirm that I meet the requirements for qualifying for employment pursuant to the background screening standards set forth in Chapter 435 and section 430.0402, Florida Statutes. In addition, I agree to immediately inform my employer if arrested or convicted of any of the disqualifying offenses while employed by my employer.

Employee Signature

Date

EMPLOYER: ONCE THE ATTESTATION IS SIGNED, KEEP THIS COMPLETED FORM IN THE EMPLOYEE'S FILE.

RESOLUTION NO. 03-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE EXECUTION OF A SIXTH AMENDMENT TO A SUBGRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY REGARDING THE BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Palm Beach County ("County") and the City of South Bay ("City") entered into an Agreement dated June 2, 2015 (R2015-0745) (as amended) wherein County agreed to provide Three Hundred Fifty Thousand Dollars (\$350,000.00) of United States Environmental Protection Agency ("EPA") County Brownfields Revolving Loan Funds for remediation of property located at 480 US Highway 27 North, South Bay, Florida 33493 (hereinafter referred to as the "Property"); and

WHEREAS, the County and the City desire to extend the Term of the Agreement (as amended) for twelve (12) months; and

WHEREAS, the EPA has determined that additional remediation to the Property is required and has agreed to provide an additional Eighty-Six Thousand and Thirty-Two Dollars (\$86,032.00) to be used for the additional Remediation Work as defined in the Agreement (as amended); and

WHEREAS, the City Commission for the City of South Bay finds that additional remediation to the property located at 480 US Highway 27 North, South Bay, Florida 33493 is in the best interest of the residents of the City.

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

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

Section 2. Approval of Sixth Amendment; Authorization of City Manager. The City Commission of the City of South Bay hereby approves and authorizes the City Manager

to execute a Sixth Amendment to the Subgrant Agreement regarding the Palm Beach County Brownfields Cleanup Revolving Loan Fund Program between Palm Beach County and the City of South Bay, pursuant to the terms and conditions set forth in Exhibit "A", attached hereto.

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

PASSED and ADOPTED this 5th day of January 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

**AMENDMENT 006 TO SUBGRANT AGREEMENT
PALM BEACH COUNTY
BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM**

THIS AMENDMENT 006 TO SUBGRANT AGREEMENT (the "Sixth Amendment") is made and entered into on _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County" or "Grantor") and City of South Bay, a Municipal corporation organized under the laws of the State of Florida ("Subgrantee").

WITNESSETH:

WHEREAS, County and Subgrantee entered into an Agreement dated June 2, 2015 (R2015-0745) (as amended) wherein County agreed to provide \$350,000 of United States Environmental Protection Agency (EPA) County Brownfields Revolving Loan Funds (BRLF) for remediation of property located at 480 US Highway 27 North, South Bay, Florida 33493 (hereinafter referred to as the "Property"); and

WHEREAS, the County and the Subgrantee desire to extend the Term of the Agreement (as amended) for twelve (12) months; and

WHEREAS, the EPA has determined that additional remediation to the Property is required and has agreed to provide an additional Eighty-Six Thousand and Thirty-Two Dollars (\$86,032) to be used for the additional Remediation Work as defined in the Agreement (as amended).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. Article I, Section 1.02 of the Agreement (as amended) is hereby modified to provide that the Term of the Agreement (as amended) shall expire June 1, 2022, unless further extended by written amendment to this Agreement (as amended).
3. Article I, Section 1.03 of the Agreement (as amended) is hereby modified to increase the Subgrant amount to Four Hundred Thirty-Six Thousand and Thirty-Two Dollars (\$436,032).

Except as modified by this Sixth Amendment and previously, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the County and the Subgrantee hereby ratify, confirm, and adopt the Agreement as amended hereby.

This Sixth Amendment is expressly contingent upon the approval of the County and shall become effective only when signed by all parties and approved by, or on behalf of by a person with

IN WITNESS WHEREOF, Subgrantee and the County have caused this Sixth Amendment to be executed on the date first above written.

WITNESSES:

CITY OF SOUTH BAY

Witness Signature

By: _____

Print Witness Name

Print name: _____

Witness Signature

Title: _____

Print Witness Name

(SEAL)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing and Economic Sustainability

Date: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: _____
Howard J. Falcon, III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

RESOLUTION NO. 04-2021

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF SOUTH BAY, FLORIDA,
AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT FOR A CIVICCLERK
AGENDA MANGEMENT SYSTEM FROM
CIVICPLUS, LLC AS AN EMERGENCY
PURCHASE; PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City Manager of the City of South Bay ("City") has determined that the City is in need of a cloud based meeting and agenda system on an emergency basis as a result of COVID-19 and the challenges of communicating with city residents; and

WHEREAS, the City desires to maintain transparency for its documents for city commission agendas and meeting minutes; and

WHEREAS, the City Manager is uncertain how long the impact of COVID-19 will last, and finds it is necessary to upgrade City technology and conduct more efficient operations; and

WHEREAS, on December 8, 2020, CivicPlus, LLC presented the City with Quote No. Q-13463-1 for a CivicClerk Agenda Management System ("AMS") in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) annually for the first three (3) years and Three Thousand One Hundred Fifty Dollars (\$3,150.00) for year four (4); and

WHEREAS, the City is willing to accept the general terms of the proposal as specifically attached hereto as Exhibit "A"; and

WHEREAS, an emergency purchase may be made at any time pursuant to Section 2-261 of the South Bay Code of Ordinances without public notice, to meet a pressing need for the protection of the public health, safety or welfare; and

WHEREAS, the City Commission seeks to retain the services of CivicPlus, LLC, as an independent contractor for the provision of stated services and for an initial contract term of one (1) year with three (3) renewable one (1) year terms thereafter from the contract execution date.

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 Agreement between the City of South Bay and CivicPlus, LLC, attached hereto as Exhibit "A" for the provision of a CivicClerk Agenda Management System services; for an initial term amount of Three Thousand Five Hundred Dollars (\$3,500.00) with two (2) subsequent renewable one (1) year terms at the same amount and a fourth renewable one (1) year term for an amount of Three Thousand One Hundred Fifty Dollars (\$3,150.00). 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 become effective immediately upon adoption.

PASSED and ADOPTED this 5th day of January 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

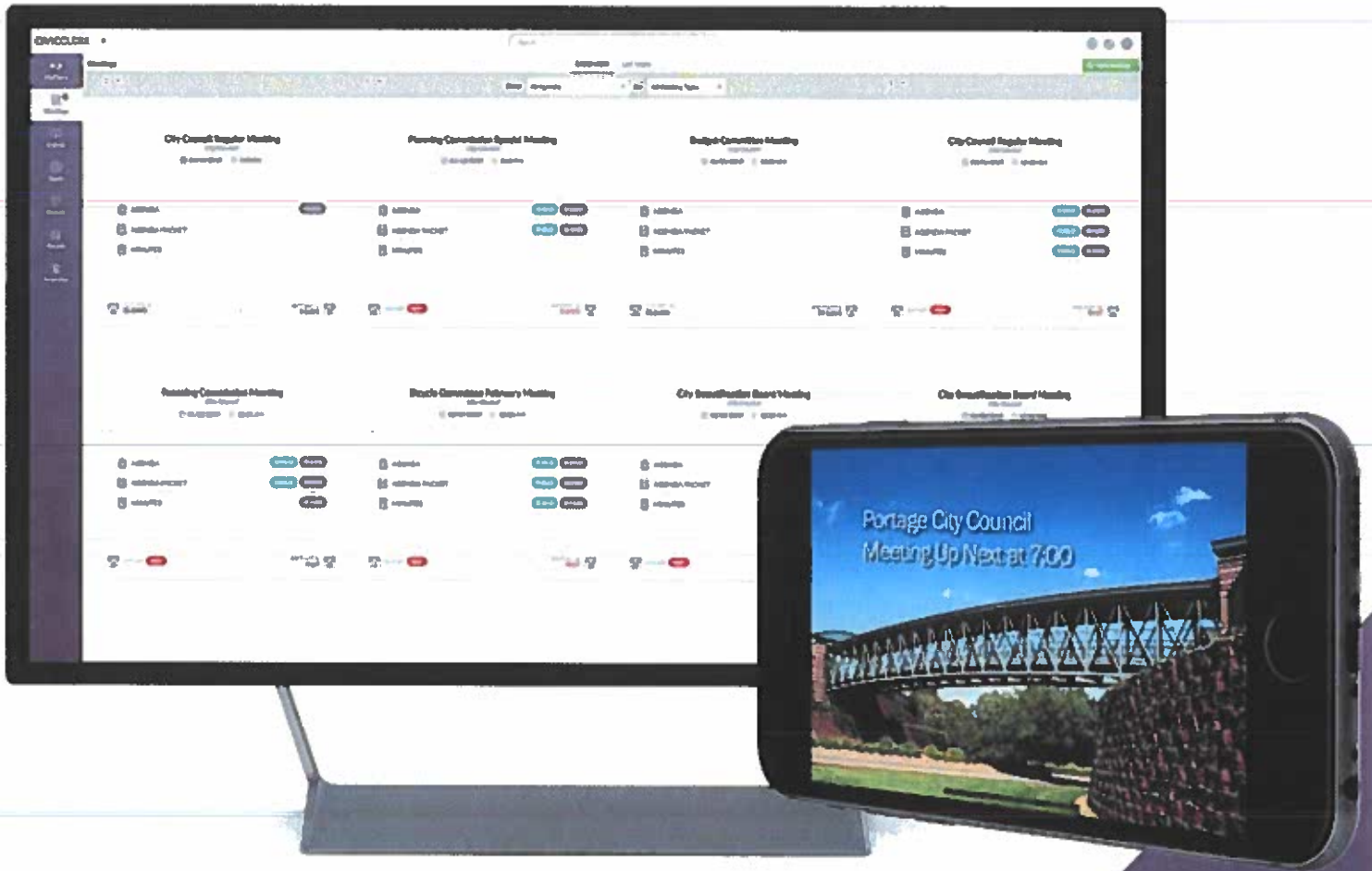
Moved by: _____

Seconded by: _____

VOTE:

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

CIVICCLERK®



South Bay, FL

Agenda and Meeting Management Software

Presented by:
William Velasco
Sales Manager

 | **CIVICPLUS®**

1300 Massachusetts Ave. | Boxborough, MA 01719
302 S. 4th Street, Suite 500 | Manhattan, KS 66502
www.civicplus.com

December 8, 2020

Leondrae Camel
City Manager
City of South Bay, FL

RE: Agenda Management System

Mr. Camel:

Saving time, effort, and delivering access to important meetings is essential to run an efficient and transparent government office. In today's virtual world, making your government work better can be a challenge if you don't have the tools and resources to get the job done right. So how do you meet the ever-increasing expectations of your staff, government officials, and citizens with already-constrained resources? As your partner, that's where CivicPlus, Inc. ("CivicPlus") and our CivicClerk Agenda Management System (AMS) can help.

Our company is passionate about our mission to help make local government work better. We know we aren't just delivering a one and done software program. We are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Collaborating with you throughout the process ensures we deliver the right solution, that will be easy for your staff to maintain and your officials and citizens to access.

The CivicClerk AMS is a robust, flexible, and easy-to-use suite of cloud-based tools built specifically for local government that will help you evolve your agenda and meeting minutes to today's standards. You'll be able to inform and empower your citizens and staff in more efficient ways which makes it easier for you and easier for them.

A partnership with CivicPlus will save you time and money and will deliver your office an agenda and meeting system that will grow with you and where your staff, officials and citizens can find what they need, when they need it.

Sincerely,

William Velasco
Regional Sales Manager
velasco@civicplus.com
Direct Line 785-370-7761

Typical Project Timeline and Implementation

Typical Project Timeline: 6 Weeks

A CivicClerk development plan typically expands a six (6) week timeframe. Exact development timelines can vary due to scope, client availability, milestones set, and other factors.

We will work with you until your system is up and running and your staff has reached a level of comfort to confidently maintain your new system.

1	~ 2 Weeks
2	~ 1 Weeks
3	~ 1 Weeks
4	~ 2 Weeks
5	As needed

Phase 1 | Weeks 1-2

Gather information regarding agendas and how current processes function. This information will be used to initially configure the system.

CivicPlus Will:

- Create production site request
- Review the implementation plan
- Configure templates from Word versions of agendas and minutes
- Input questionnaire data

What We Need From You:

- Complete implementation questionnaire
- Provide Word versions of agendas and item reports

Phase 1 | Week 3

Only initial configuration is complete, gain feedback on final results. Any necessary configuration changes will be identified for completion.

CivicPlus Will:

- Schedule and conduct a first look call
- Provide any template changes required

What We Need From You:

- Schedule a 30-45 minute call for system review
- Provide feedback on any needed changes

Phase 1 | Week 4

Any remaining changes will be made and the list of users will be added to the system. All configurations will be finalized.

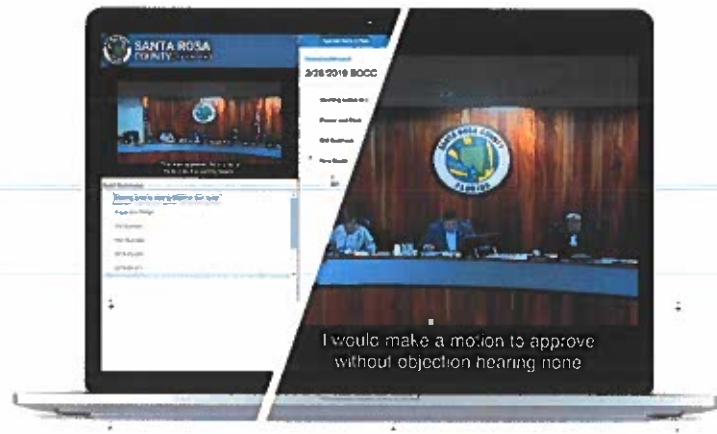
CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none"> • Enter user list with appropriate security settings • Make necessary changes to templates and configuration 	<ul style="list-style-type: none"> • Provide a list of users • Provide any additional feedback and changes

Phase 1 | Weeks 5-6
 Begin in-depth training for administrators followed by a faster training for end users.

CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none"> • Schedule and conduct a first look call • Provide any template changes required 	<ul style="list-style-type: none"> • Schedule a 30-45 minute call for system review • Provide feedback on any needed changes

Phase 5 | As Needed
 Now that the main implementation is complete, and there is some data in the system. Any additional service(s) contracted for can be configured.

CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none"> • Configure the templates in the system • Schedule and conduct minutes training 	<ul style="list-style-type: none"> • Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training



Port Orange, Florida

Case Study

City Stats

- Contact: Robin Fenwick, City Clerk
- 57,000 population
- Four Clerk Department staff
- Four Council Members & Mayor
- 18 Boards and Committees
- Over 1000 meetings per year

Before CivicClerk

Robin Fenwick, City Clerk and her team would spend hours each week compiling the necessary packets, chasing down paperwork that needed to be signed, and handling other aspects of the agenda management process. Robin estimated that dealing with the meeting process required eight or more hours per week. Time that could have been better spent serving the public, not standing in front of the copy machine and working on other mundane tasks.

Product Determination Factors: Technology Integration | Limited Budget | Staff Adoption

After CivicClerk

After reviewing various agenda management platforms on the market and weighing their pros and cons, Robin chose CivicClerk. She found the platform to be more affordable than the others, without suffering any compromises. In October 2014, Robin tested CivicClerk to manage the process for one meeting. Within three months, all of Port Orange's meetings were being managed through CivicClerk.

Robin was able to secure total City's staff buy-in quickly with the new platform. Why? Because the platform proved to be extremely easy to use and the benefits were immediate and obvious. Robin and her staff save over eight hours of labor per week, documents and forms are easily signed with remote access and their meeting agendas are completed in a more timely fashion. This allows the Clerk Department's staff to better serve their citizens and focus on important strategic initiatives.

Results

Agendas Posted: Six Hours Earlier | Time Saved Per Week: Eight Hours



Gulfport, Mississippi

Case Study

City Stats

- Contact: Robin Fenwick, City Clerk
- 57,000 population
- Four Clerk Department staff
- Four Council Members & Mayor
- 18 Boards and Committees
- Over 1000 meetings per year

Before CivicClerk

Before its transition to CivicClerk, the City of Gulfport was utilizing an automated agenda management system. It had been using the software for four years, but the tools were not meeting the city's financial needs.

With CivicClerk, the City of Gulfport would be able to benefit from such features as live video streaming, so the City decided to make the transition.

Product Determination Factors: Ease of Use | Budget | Functionality

After CivicClerk

According to Ronda Cole, since the implementation of CivicClerk, all the feedback she has received about the City's more robust, and more affordable agenda and meeting management solution has been positive.

"We've only had positive feedback about CivicClerk. Everyone is so comfortable with its features and functionality. Nothing is extremely hard. It's user-friendly. With the administrative training I received, I can answer any questions. I can also reset passwords and add users, which I like, rather than having to call a vendor for every little thing."

Not only are the City's staff enjoying the convenience and usability of the CivicClerk system, but it is also helping the City to meet its citizens' transparency expectations. Cole states, "Now, with CivicClerk, we can put everything online, unless it was from an executive session or contains confidential information. Now our citizens can go online to see everything our board and our mayor have provided for meetings."

According to Cole, with the ability for citizens to watch live and recorded videos of meetings, and access transparency documents on demand, more citizens are engaging with the City's activities, and they are doing it when and where it is convenient for them.



Features and Functionality

Agenda Management

Automate your meeting agendas and packets with a simple, consistent process. Eliminate time consuming manual tasks and focus on important issues instead. Let each board member manage content the way they want.

Features and Benefits

Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk simplifies the entire meeting process from start to finish by providing staff a central location for all board and committee meetings with the same simple, consistent process. Customers choose CivicClerk for our features, ease of use, and modern design.

- Unlimited Meetings
- Unlimited Users
- Unlimited Storage
- Custom Agenda Design
- Electronic Approvals Engine
- Electronic File Management
- Confidential Attachments
- Roll Call, Motion, and Vote Tracking
- Minutes Comments and Discussions
- Speaker Management
- Task Management Pre and Post Meeting
- Comments Engine with Notifications
- Drag and Drop Re-ordering
- Approvals Progress Bars
- Automated Track Changes
- Standard Reporting
- Dash Analytics
- Pre-Defined Item Content
- Automatic Default Items
- Copy and Move Items
- Intelligent Keyword Search and Filters
- Custom Security Profiles
- Automatic Email Notifications
- Dropbox Integration for Delivery
- Board Member Portal
- Public Portal
- Live Streaming and Video-On-Demand
- Videos with Linked Agendas and Minutes
- Tablets Supported

Designed Just for You

CivicClerk's agenda management software is customized to suit your individual design needs and unique approval processes. Create and manage content with custom design templates, wording, numbering, and ordering. You can also utilize a public portal that matches your website.

Complete Security/Access Oversight

Fine-tune your content's security for different staff members. CivicClerk's agenda management system allows for in-depth user security. Administrators can set access levels for individual users, allowing you to control who can access what. You can also easily identify attachments for limited access based on staff or security level.

Create Agenda Items in Seconds

Intuitive process is simple for your organization's entire staff. Save hours each week with CivicClerk AMS that can easily track all key item information, create tasks and to-dos with reminders. CivicClerk supports PDF, Word, Excel, PowerPoint and image files, and utilizes a simple drag and drop ordering of all supporting documents.

Agenda Approvals Your Way

CivicClerk's flexible approvals engine adapts to your review process. No more chasing approvals, and playing phone or email tag. Our meeting management system's powerful approvals engine streamlines routing, email notifications, and manages backup approvers. Even last minute changes are a breeze.

Large Packets? No Problem

Create agendas and packets of any size in just seconds. Easily build different versions based on confidential materials inclusion. CivicClerk is an open government system that allows you to immediately publish on your organization's public portal, thus allowing for instant transparency.

Deliver Content to Any Device

Let board members choose how to get meeting content. Efficiently deliver packets of any size by paper, email, Dropbox, download, or board portal. CivicClerk is optimized for all devices including desktops, laptops, tablets, and mobile phones.

Find What You Need Fast

Save time with powerful keyword and filtered search engine. CivicClerk automatically organizes and stores all of your meeting content, so it's easy to quickly retrieve what you're looking for. Our search tool includes past items, attachments, minutes, and agendas by keyword, date range, and more.

Analytics to Improve Performance

Clear reporting provides insight on progress and goals. Dashboards and built-in reporting provide key metrics on the entire agenda and meeting minutes process.



Meeting Minutes

Live Meeting Manager

Run the entire meeting from one spot and simplify votes, manage speakers, and streamline transparency. Our Live Meeting Manager system lets your board members access meetings online and vote electronically from any device. The vote results are then displayed to the attending public.

Easily Record Roll Calls, Motions and Votes

Capture all meeting actions in just one step. Stop retyping repeated entries. Record meeting actions on your desktop, laptop or tablet, and easily copy similar motions and votes to other items. Publish to your public portal for easy access and transparency. We make open governance easy.

Electronic Voting

Build public trust by letting meeting attendees see your finalized vote results in real time. CivicClerk's agenda management software offers a powerful, fully-integrated electronic voting system. Conduct clerk-initiated electronic votes any time and tally board member votes from any device. Once voting is closed, results are displayed and automatically entered into the minutes module for utmost accuracy and transparency. Additional fees apply for this feature.

Customize It. Then Forget It.

No more typing and copying the same info over and over. Using our agenda software, you can set wording, formatting, and text snippets the way you want them - they'll pre-fill automatically, ending repeated entries. Motions, votes, and speaker info are all customizable, with full editing functions for comments and discussion notes.

Flexible Speaker Management

Organize speaker information for on-going and individual items. CivicClerk supports board members, staff and other public speakers, and offers integrated speaker and countdown timers. Last-minute speaker? No problem. CivicClerk lets you add new speakers before, during, and after the meeting.

Display Pages

These are dedicated web pages that are displayed on televisions or monitors in the meeting rooms or chambers. They follow along based on the actions of the Clerk that is running the meeting. They display a welcome screen (premeeting), the current item being discussed, the current speaker and speaker timer (if applicable), a speaker list, and the vote results once saved by the Clerk. Additional fees apply for this feature.



It's easy to create, manage, and finalize your minutes before, during, and after the meeting. CivicClerk automatically generates PDF and Word documents so you can deliver them electronically, by board and public portal, and hard copy.

Board Portal

Get meeting content and action data at your fingertips to make informed decisions. Create and access your own private notes. Get instantly notified when new content is made available, and review online or offline before, during, or after meetings.

Multiple Devices

Access meeting content from any location, anytime. Whether you're working from home, at the office or on the go, CivicClerk lets you access and manage all content with any standard internet browser on your desktop, laptop, tablet, or mobile phone.

Review, Comment, and Discuss

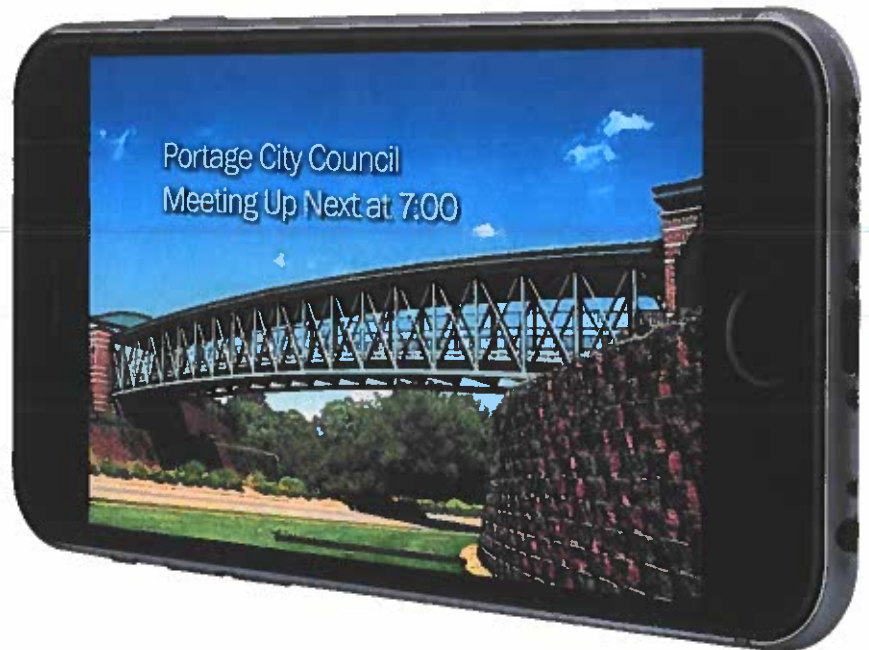
Making and reviewing comments just got a lot easier. Goodbye, fruitless searches for last month's comments. CivicClerk's powerful search and content filter lets you quickly access comments and discussion summaries from previous meetings at any time. Not only that, but you can easily provide your own feedback via email.

Research Past Meeting Content

Quick content retrieval means more productive meetings. Miss a meeting? Catch up when it's convenient for you. Our meeting management software allows complete access to your meeting video archive. All videos are fully integrated with each corresponding bookmarked meeting agenda. Additional fees apply for this feature.

CP Media™ – Live Streaming & On-Demand

Watch your meeting live or later. It's up to you. Miss a meeting? See it when it's convenient for you. Get complete access to your meeting video archive. All videos are fully integrated with each corresponding bookmarked meeting agenda. Additional fees apply for this feature.



Public Transparency

Subscriptions and Social Sharing

- Get the word out to your stakeholders. Instantly share meeting content via email, LinkedIn, Facebook, and Twitter. Subscriptions makes it easy to automatically notify the public whenever new meeting content is available.

Keyword Search and Content Filter

- Find what you need when you need it. Rifling through reams of paper is a thing of the past with CivicClerk's advanced search functions. Simply search by keyword to find all relevant content from current and past meetings. You can also easily download agendas, packets, minutes, and supporting documents.

Access Content Anywhere, Anytime

- Manage, edit, and comment on any mobile device. Whether you're at work, at home, or on the go, our meeting management system allows easy access to meeting content via your laptop, desktop, tablet, or smartphone. Delivering complete transparency and engagement with the public.

Public Portal Dashboard

- Get to know your community better. CivicClerk's public portal helps you understand how the public is interacting with your meeting publications by providing keyword analysis and user-friendly usage metric analytics. This will allow you to conduct an in-depth analysis of citizen behavior and help you discover what issues the public finds most pressing.

Live Streaming and On-Demand Video

- Public engagement just got a lot easier. CP Media simplifies live streaming of your organization's meetings and seamlessly integrates all video content with the meeting agenda. On-demand meeting content videos feature clear bookmarking and navigation so viewers can quickly find their area of interest. Additional fees apply for this feature.

Automatic Upgrades

- Customers automatically receive all future version upgrades of the system upon release. New features and functions are based on feedback and customers requests.

Accessible records and data helps increase your organization's productivity by encouraging public engagement and fostering a better informed, more involved community. CivicClerk's public portal also satisfies public disclosure and posting requirements, and reduces the number of public record requests.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Ongoing Support

Account Management

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon launch of the AMS, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your system. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new system.

Support Services

With technology, unlimited support is crucial. Our live support personnel, based in the United States, are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7a.m. to 7p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day. CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites .

Maintenance

- 7 a.m. - 7 p.m. (CST) Monday - Friday (excluding holidays) and 24/7 Emergency Support
- 4-hour response during normal hours
- Dedicated support personnel
- Integration of system enhancements
- Usability improvements
- Online training manuals
- Proactive support for updates & fixes.
- Monthly newsletter s/Ongoing follow-up and check-ins
- [CivicPlus Help Center Community Forum](#)

Help Center – www.civicplus.help

CivicPlus clients and their visitors have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices . The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff and your users to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics among members - along with other functional and engaging features and capabilities.

Investment Proposal

South Bay, FL

All quotes are priced per project and presented in US dollars.
Pricing is valid for 60 days from **December 8, 2020**.

CivicPlus endeavors to meet your needs and expectations of your new Agenda Management System. We will discuss your needs, specifications, intended use, and budget prior to finalizing your scope of work. In the event this proposal does not include all of the functionality you need, a new pricing proposal may be provided.

Implementation, Development, and Deployment

CivicClerk Agenda Management System Including:

- Up to Seven (3) Boards
- Agenda Management
- Meeting Minutes
- Item Reports
- Live Meeting Management
- Public Portal
- Board Portal

Professional Services & Training:

- Eight (8) Hours of Virtual CivicTraining™
- One (1) Hour of Consulting

Annual Services

- Hosting and Security
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Account Manager
- Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond

Agenda Management:

Year – 1:	\$3,500
Year – 2:	\$3,500
Year – 3:	\$3,500
Annual ongoing (5% Increase) Year -4:	\$3,150



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-13463-1

Date:

12/8/2020 8:35 AM

Expires On:

3/8/2021

Product:

CivicClerk

Client:

South Bay FL - CivicClerk

Bill To:

South Bay FL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
William Velasco-Rivera	x	velasco@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Standard Package	Standard Package - Max Number of Boards: 7	
1.00	CivicClerk- Standard Annual Fee	CivicClerk- Standard	Renewable
1.00	CivicClerk Consulting (1h, virtual)	CivicClerk Virtual Consulting	One-time
1.00	CivicClerk Standard Design	CivicClerk Design - includes 2 Agenda templates, 1 Minutes template, 1 Agenda Script template	One-time
1.00	CivicClerk Configuration	CivicClerk Configuration	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time

List Price --Year 1 Total	USD 5,768.00
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Chart of Payments

	Annual Subscription Charges	CPA Yearly Charge	Total Annual Billing
Year One	USD 3,000.00	USD 500.00	USD 3,500.00
Year Two	USD 3,000.00	USD 500.00	USD 3,500.00
Year Three	USD 3,000.00	USD 500.00	USD 3,500.00
Year Four	USD 3,150.00	USD 0.00	USD 3,150.00
Annual Subscription	3,000.00		

Civic Payment Agreement Terms & Conditions

Client Agreement

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Invoicing shall begin upon the date of signing of this SOW as detailed in the "CivicPlus Advantage Annual Investments Payments" Chart of Payments above. Subsequent Total Annual Billing shall be invoiced on the date of signature of their respective calendar year.
4. Renewal Term Annual Subscription Charges shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in the fourth year of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The parties agree to cooperate in a timely manner to complete the Project Development Division of Work, as set forth on Addendum 1 hereto.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization _____ **URL** _____

Street Address _____

Address 2 _____

City _____ **State** _____ **Postal Code** _____

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone _____

Emergency Contact & Mobile Phone _____

Emergency Contact & Mobile Phone _____

Billing Contact _____ **E-Mail** _____

Phone _____ **Ext.** _____ **Fax** _____

Billing Address _____

Address 2 _____

City _____ **State** _____ **Postal Code** _____

Tax ID # _____ **Sales Tax Exempt #** _____

Billing Terms _____ **Account Rep** _____

Info Required on Invoice (PO or Job #) _____

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact _____ **Email** _____

Phone _____ **Ext.** _____ **Fax** _____

Project Contact _____ **Email** _____

Phone _____ **Ext.** _____ **Fax** _____

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Complete the implementation questionnaire • Provide Word versions of your agendas and item reports 	<ul style="list-style-type: none"> • Create a production site request and assign a PL request in JIRA • Reach out to Client to explain the Implementation plan • Schedule and conduct a kick-off call with Client, if requested • Once supplied Word versions of the agendas and item reports, configure the templates in the system • Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Be prepared to schedule a call for system review • Provide feedback on any needed changes 	<ul style="list-style-type: none"> • Schedule and conduct a first look call with Client. • Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Provide a list of users • Provide any additional feedback and changes 	<ul style="list-style-type: none"> • Enter user list with appropriate security settings • Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Schedule a presentation for administrator training • Schedule a presentation for end user training 	<ul style="list-style-type: none"> • Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training • Schedule a 30 minute call for BoardView training 	<ul style="list-style-type: none"> • Once supplied Word versions of the minutes, configure the templates in the system • Schedule and conduct minutes training • Schedule and conduct BoardView training

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2021, between:

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

and

CIVICPLUS, LLC
a company, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

- 1.1 CITY is in immediate need of an independent contractor to provide a City Clerk Agenda Management System at City Hall.
- 1.2 The City Manager has determined that the provision of an agenda and meeting minutes system demands immediate action due to COVID-19 and competitive solicitation is impossible, impractical and cannot be obtained.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2 STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

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

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "A" hereto and the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If

services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.

- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's final invoice and CONTRACTOR'S acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per

occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

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

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

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

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

ARTICLE 8 INDEPENDENT CONTRACTOR

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

ARTICLE 9 PERFORMANCE BOND

9.1 The performance bond required for this contract shall be 0 Dollars.

ARTICLE 10 CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.3 The parties contemplate that the Agreement will be for a period of a one (1) year term, with three one (1) year renewable terms as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

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

ARTICLE 13
MISCELLANEOUS

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

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

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

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

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

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide

employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311

CONTRACTOR: Ward Morgan, Managing Member
CivicPlus, LLC
302 South 4th Street, Suite 500
Manhattan, KS 66502

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

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

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

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected

thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

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

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

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

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

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:

Leondrae Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Ward Morgan, Managing Member
CivicPlus, LLC

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)

No.	Description of Work	Start Date	End Date	Duration (Days)	Remarks
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CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-13463-1

Date:

12/8/2020 8:35 AM

Expires On:

3/8/2021

Product:

CivicClerk

Client:

Bill To:

South Bay FL - CivicClerk

South Bay FL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
William Velasco-Rivera	x	velasco@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
	CivicClerk - Statement of Work		
1.00	CivicClerk Standard Package	Standard Package - Max Number of Boards: 7	
1.00	CivicClerk- Standard Annual Fee	CivicClerk- Standard	Renewable
1.00	CivicClerk Consulting (1h, virtual)	CivicClerk Virtual Consulting	One-time
1.00	CivicClerk Standard Design	CivicClerk Design - includes 2 Agenda templates, 1 Minutes template, 1 Agenda Script template	One-time
1.00	CivicClerk Configuration	CivicClerk Configuration	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time

List Price - Year 1 Total

USD 5,768.00

Chart of Payments

	Annual Subscription Charges	CPA Yearly Charge	Total Annual Billing
Year One	USD 3,000.00	USD 500.00	USD 3,500.00
Year Two	USD 3,000.00	USD 500.00	USD 3,500.00
Year Three	USD 3,000.00	USD 500.00	USD 3,500.00
Year Four	USD 3,150.00	USD 0.00	USD 3,150.00
Annual Subscription	3,000.00		

Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Complete the implementation questionnaire • Provide Word versions of your agendas and item reports 	<ul style="list-style-type: none"> • Create a production site request and assign a PL request in JIRA • Reach out to Client to explain the Implementation plan • Schedule and conduct a kick-off call with Client, if requested • Once supplied Word versions of the agendas and item reports, configure the templates in the system • Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Be prepared to schedule a call for system review • Provide feedback on any needed changes 	<ul style="list-style-type: none"> • Schedule and conduct a first look call with Client. • Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Provide a list of users • Provide any additional feedback and changes 	<ul style="list-style-type: none"> • Enter user list with appropriate security settings • Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Schedule a presentation for administrator training • Schedule a presentation for end user training 	<ul style="list-style-type: none"> • Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training • Schedule a 30 minute call for BoardView training 	<ul style="list-style-type: none"> • Once supplied Word versions of the minutes, configure the templates in the system • Schedule and conduct minutes training • Schedule and conduct BoardView training



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

City Clerk
Natalie Malone

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: December 29, 2020
Ref: Weekly check register

Enclosed, please find the summary of check register as of December 29, 2020:

General Fund

• Utility:		
	Comcast	\$ 1,279.74
	PBC Water Utility	1,873.62
	FPL	5,902.69
	T-Mobil	699.15
• Bank of America		1,047.00
• Coastal Network		51,045.00
• Cap Government		2,470.00
• Solid Waste Authority		11,457.31
• Norris-Weeks, PA		21,033.51
• United Health		13,491.06
• Ford Motor Credit		1,768.20
• Marathon		1,079.03
• Total Solution		1,750.00
• Purchased of supplies, materials and parts		2,844.30
• Payment for various services		9,082.06
• Payroll deductions		5,744.69
• Other		2,625.54
	Total	\$ 135,192.90

Capital Project

CAP Engineering	\$ 10,075.00
CAP Government	1,960.00
D Stephenson	48,758.65
	<u>\$ 60,793.65</u>

Sanitation Fund

Waste Management	\$ 41,445.03
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A
B
C
D

AP Check Register Report

City Of South Bay (CSBFND)

12/17/2020 11:16:24 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13036	BRIAN MOORE	Brian Moore	12/17/2020	400 00	B
13037	CAP GOVERNMENT	CAP GOVERNMENT	12/17/2020	2,470 00	
13038	CLARKE	CLARKE	12/17/2020	700 80	
13039	COMCAST	COMCAST	12/17/2020	122 13	
13040	COMCAST BUSINESS	COMCAST	12/17/2020	662 19	
13041	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	12/17/2020	30 00	B
13042	EL LATINO	EL LATINO	12/17/2020	236 00	L
13043	FLOM	Florida League Of Mayors	12/17/2020	350 00	D
13044	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	12/17/2020	899 74	
13045	FREDDIE BUTLER	FREDDIE BUTLER	12/17/2020	302 00	D
13046	LAKE HARDWARE	LAKE HARDWARE	12/17/2020	30 56	A
13047	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	12/17/2020	122 13	L
13048	PALM BEACH POST	CMG-PB REITTANCE ADDRESS	12/17/2020	220 16	B
13049	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	12/17/2020	32 80	A
13050	VRC	VRC	12/17/2020	71 32	B
13051	XEROX CORP	XEROX CORPORATION	12/17/2020	329 29	L

Non-Electronic Transactions:	7,334 15
Total Transactions:	7,334 15

AP Check Register Report

City Of South Bay (CSBFND)

12/14/2020 8:48:19 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13035	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	12/14/2020	1,750.00
			Non-Electronic Transactions:	1,750.00
			Total Transactions:	1,750.00

AP Check Register Report

City Of South Bay (CSBFND)

12/10/2020 2:51:13 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13034	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	12/10/2020	49,545.00
Non-Electronic Transactions:				49,545.00
Total Transactions:				49,545.00

AP Check Register Report

City Of South Bay (CSBFND)

12/10/2020 2:41:48 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13018	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	12/10/2020	108.66	C
13019	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	12/10/2020	1,500.00	
13020	COMCAST	COMCAST	12/10/2020	282.19	
13021	COMMUNITY ASPHALT	OHL COMMUNITY ASPHALT	12/10/2020	902.54	A
13022	FMIT	FLORIDA MUNICIPAL INSURANCE TRUST	12/10/2020	150.52	D
13023	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	12/10/2020	868.46	
13024	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	12/10/2020	1,666.66	B
13025	MARATHON/MEX BANK	WEX BANK	12/10/2020	1,079.03	
13026	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	12/10/2020	108.81	C
13027	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	12/10/2020	521.36	A
13028	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	12/10/2020	130.00	C
13029	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	12/10/2020	500.00	L
13030	SOLID WASTE AUTHORIT	SOLID WASTE AUTHORITY	12/10/2020	11,457.31	
13031	STITCH WORK PLUS	STITCH WORK PLUS	12/10/2020	105.42	B
13032	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	12/10/2020	182.14	A
13033	T-MOBILE	T-MOBILE	12/10/2020	659.15	
Non-Electronic Transactions:				20,262.25	
Total Transactions:				20,262.25	

AP Check Register Report

City Of South Bay (CSBFND)

12/10/2020 8:23:20 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13017	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	12/10/2020	300.00
Non-Electronic Transactions:				300.00
Total Transactions:				300.00

AP Check Register Report

City Of South Bay (CSBFND)

12/3/2020 3:16:52 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13007	ALLY	ALLY	12/3/2020	725.70	B
13008	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	12/3/2020	1,201.26	D
13009	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	12/3/2020	21,033.51	
13010	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	12/3/2020	470.75	A
13011	FPL	FPL	12/3/2020	5,932.69	
13012	MY DOCTOR	MARTIN T. HARLAND DO	12/3/2020	300.00	B
13013	ON THE RECORD REPOR	ON THE RECORD REPORTING & RESEARCH INC	12/3/2020	867.50	L
13014	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	12/3/2020	200.53	A
13015	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	12/3/2020	1,873.62	
13016	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	12/3/2020	86.76	A
Non-Electronic Transactions:				32,662.37	
Total Transactions:				32,662.37	

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12990	ACTION JACKSON SEAL	ACTION JACKSON SEAL COATING SERVICES	11/25/2020	2,000.00	B
12991	AFLAC	AFLAC	11/25/2020	1,433.21	C
12992	BANK OF AMERICA, NA	BANK OF AMERICA	11/25/2020	1,047.00	
12993	CLARKE	CLARKE	11/25/2020	655.25	
12994	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	11/25/2020	1,620.70	B
12995	COMCAST	COMCAST	11/25/2020	213.20	
12996	FDOT	FDOT	11/25/2020	16.70	D
12997	IAMAW	IAMAW	11/25/2020	354.00	C
12998	LIBERTY NATIONAL	LIBERTY NATIONAL	11/25/2020	497.43	L
12999	MUTUAL OF OMAHA	MUTUAL OF OMAHA	11/25/2020	305.06	D
13000	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	11/25/2020	468.96	B
13001	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	11/25/2020	712.04	C
13002	ST. JUDE PLACE	ST. JUDE PLACE	11/25/2020	40.00	L
13003	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	11/25/2020	57.06	A
13004	UNITED HEALTH CARE	UHS PREMIUM BILLING	11/25/2020	13,491.06	
13005	WALMART COMMUNITY	WAL-MART COMMUNITY	11/25/2020	187.62	A
13006	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	11/25/2020	239.84	C
Non-Electronic Transactions:				23,339.13	
Total Transactions:				23,339.13	

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
205	CAP ENGINEERING	CAP ENGINEERING	12/11/2020	5,850.00
Non-Electronic Transactions:				5,850.00
Total Transactions:				5,850.00

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
206	CAP ENGINEERING	CAP ENGINEERING	12/11/2020	4 225.00
			Non-Electronic Transactions:	4 225.00
			Total Transactions:	4 225.00

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
207		D.STEPHENSON CONSTR D.STEPHENSON CONSTRUCTION, INC.	12/16/2020	48,758.65
Non-Electronic Transactions:				48,758.65
Total Transactions:				48,758.65

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
208	CAP GOVERNMENT	CAP GOVERNMENT	12/17/2020	1,960.00
Non-Electronic Transactions:				1,960.00
Total Transactions:				1,960.00

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City Of South Bay (CSBFND)

12/28/2020 3:34:43 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
233	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/28/2020	4,950.41
Non-Electronic Transactions:				4,950.41
Total Transactions:				4,950.41

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
232	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/16/2020	13,765.69
Non-Electronic Transactions:				13,765.69
Total Transactions:				13,765.69

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
231	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/3/2020	22,728.93
			Non-Electronic Transactions:	22,728.93
			Total Transactions:	22,728.93