



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, NOVEMBER 17, 2020

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, NOVEMBER 17, 2020
6:30PM

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

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION
 - 3a. Employee Handbook Updates
Vicky Del Bosquez, Human Resources
4. ADJOURNMENT

REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
COMMISSION CHAMBER
TUESDAY, NOVEMBER 17, 2020
7:00PM

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

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

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

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)

3a. Legislative Update
Jordan Connors, City Lobbyist

3b. National Hunger and Homeless Awareness Week
Board of County Commissioners, PBC

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 Regular City Meeting Minutes October 20, 2020

5b. Approval of Regular City Agenda November 17, 2020

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

6a. RESOLUTION: 44-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING CARDNO, INC. AS THE SUCCESSFUL PROPOSER FOR REQUEST FOR PROPOSALS ("RFP") NO. 2020-03; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN CARDNO, INC. AND THE CITY OF SOUTH BAY FOR TANNER PARK IMPROVEMENTS IN CONNECTION WITH THE SHELTER/COMMUNITY CENTER USDA TECHNICAL ASSISTANCE GRANT; PROVIDING FOR AN EFFECTIVE DATE

6b. RESOLUTION: 45-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO AGREEMENT NO. LP50102 BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE FLOOD AND WATERWAY MANAGEMENT PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION NO. 46-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2021; PROVIDING FOR AN EFFECTIVE DATE

6d. RESOLUTION: 47-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING RECYCLING PROGRAM BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6e. RESOLUTION NO. 48-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

6f. RESOLUTION NO. 49-2020

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF SOUTH BAY, FLORIDA, SHOWING SUPPORT FOR NON-DISCRIMINATION WITHIN THE CITY AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE CITY OF SOUTH BAY; PROVIDING AN EFFECTIVE DATE

6g. RESOLUTION NO. 50-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, DECLARING EMERGENCY REGULATIONS RELATED TO CERTAIN PUBLIC MEETINGS DURING THE COVID-19 STATE OF EMERGENCY; AUTHORIZING THE CITY MANAGER TO ARRANGE FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND ADVISORY BOARD ATTENDANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Food Distribution

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
VIRTUAL CITY MEETING
TUESDAY, OCTOBER 20, 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 on October 20, 2020 at 7:00 p.m. on gotomeeting.com (<https://global.gotomeeting.com/join/309541053>).
(Full discussion/recording, available through the City Clerk)

Present:

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

Staff:

Leondrae Camel, City Manager
Massih Saadatmand, Finance Director
Vicky DelBosquez, Human Resources
Burnadette Norris-Weeks, Esq., City Attorney
Natalie Malone, City Clerk

1. MAYOR KYLES CALLS MEETING TO ORDER:

1a. *City Attorney reads:*

"Pursuant to Executive Order No. 20-69, issued by the Office of Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes."

2. ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

3. MAYOR KYLES CALLED FOR ANY VOTING CONFLICTS: NONE

4. PRESENTATIONS/PROCLAMATIONS

5. PUBLIC COMMENTS

6. CONSENT AGENDA

6a. Approval of Regular City Meeting Minutes October 06, 2020

6b. Approval of Regular City Agenda: October 20, 2020

Moved By: Commissioner McKelvin
Seconded By: Commissioner Berry

7. RESOLUTIONS

7a. RESOLUTION NO. 43-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT FOR COMPUTER AND NETWORKING EQUIPMENT FROM COASTAL NETWORK SOLUTIONS, LLC, PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Wilson
Seconded By: Commissioner McKelvin

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

8. ORDINANCE

9. **ROSENWALD ELEMENTARY SCHOOL-** *Bruce Hightower, Principal*

9a. Survey completed (Virtual / In-Person Learning)

9b. *Fall Celebration -October 20, 2020*

9c. Upcoming testing for 4th and 5th grade students

10. **FINANCE REPORT**

10a. **Accounts Payable Report**

- October 06, 2020
- October 20, 2020

11. **CITY CLERK REPORT**

11a. Next scheduled

COVID-19 Testing-

- *Testing will be done every other week at Food Distribution sites.*

Food Distribution:

- *The next scheduled Food Distribution will be held tomorrow in the City of Belle Glade*

12. **CITY MANAGER REPORT**

12a. Commission Meeting Discussion

12b. WIFI Install- PBC School District

12c. Next Commission: November 17, 2020

Proposed: Commissioners will meet in person

13. **CITY ATTORNEY REPORT**

14. **FUTURE AGENDA ITEMS**

Commissioner Berry:

14a. **CARES ACT Funding**

15. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15a. Commissioner Wilson:

- Thanked everyone for their great work

15b. Commissioner Berry:

- CARES ACT Funding and the City of South Bay

15c. Vice Mayor Barnard:

- Will be working with Janet Taylor (team of 9 throughout the City) to encourage voting

15d. Mayor Kyles:

- Ride to the Polls
- Workforce/Career Source
- Soulful Sunday at the Voting Polls-City of Belle Glade
- May God continue to bless everyone, goodnight

16. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

PROCLAMATION

HOMELESSNESS AWARENESS WEEK

WHEREAS, the State of Florida ranks third in the nation for the highest homeless population and one in seven of the state's population struggles with hunger; and

WHEREAS, the Palm Beach County 2020 Homeless Point-In-Time Count identified 1,510 individuals and families experiencing homelessness, and the Palm Beach County Hunger Relief Plan indicates that more than 300,000 residents struggle with hunger; and

WHEREAS, the purpose of Hunger and Homelessness Awareness Month is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Palm Beach County for very low-income residents, and to encourage support for homeless assistance service providers, as well as community service opportunities for students and school organizations; and

WHEREAS, the Palm Beach County Homeless Advisory Board has developed Leading the Way Home, a robust ten-year plan, designed as the next phase of ending homelessness in Palm Beach County; and

WHEREAS, the intent of Hunger and Homelessness Awareness Week is consistent with the activities of the Homeless Advisory Board, Homeless Coalition, Homeless and Housing Alliance, Palm Beach County Food Bank, The Lord's Place, Gulfstream Goodwill Industries, Adopt-A-Family, and other service providers in Palm Beach County.

NOW THEREFORE, I, Joe Kyles, Sr., Mayor of the City of South Bay and the City Commission of South Bay, do hereby declare the week of November 15-22, 2020 in Palm Beach County as *National Hunger & Homelessness Awareness Week*.

Proclaimed this 17th day of November, 2020

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION 44-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING CARDNO, INC. AS THE SUCCESSFUL PROPOSER FOR REQUEST FOR PROPOSALS ("RFP") NO. 2020-03; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN CARDNO, INC. AND THE CITY OF SOUTH BAY FOR TANNER PARK IMPROVEMENTS IN CONNECTION WITH THE SHELTER/COMMUNITY CENTER USDA TECHNICAL ASSISTANCE GRANT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is desirous of redeveloping property located at 105 Palm Beach Road within the City; and

WHEREAS, the City Manager received a United States Department of Agriculture Community Facility Technical Assistance and Training Grant; and

WHEREAS, the City sought technical assistance for a series of technical plans necessary for permitting and construction of a Tanner Park shelter/community center; and

WHEREAS, the City advertised Request for Proposals ("RFP") No. 2020-03 in Demand Star as well as a Palm Beach County Newspaper on October 14, 2020 and October 21, 2020 respectively; and

WHEREAS, the RFP closing date was October 26, 2020 and Cardno, Inc. ("Cardno") was the sole responsive and responsible proposer; and

WHEREAS, the City is desirous of entering into an Environmental Consultant Services Agreement with Cardno for the redevelopment of property located at 105 Palm Beach Road within the City; and

WHEREAS, Cardno has submitted a work order proposal for the development of the Tanner Park Shelter/Community Center, which is divided into three (3) phases as follows: Environmental Services; Civil Services and Project Administration; and

WHEREAS, the total lump sum of the Cardno proposal work order is Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, City Commission finds that approving the Cardno, Inc. work order proposal is in the best interest of the residents of the City.

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

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

Section 2. Approval of Work Order Proposal and Agreement; Authorization of City Manager. The City Manager of the City of South Bay hereby approves the Tanner Park Shelter/Community Center USDA Technical Assistance Grant Services Work Order Proposal from Cardno, Inc. for redevelopment consideration of a parcel of land located at 105 Palm Beach Road within the City and Agreement for the same, attached hereto as Exhibit "A." The City Manager is authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 17th day of November 2020.

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)

City of South Bay, Florida



RFP No. 2020-03

**Request for Proposal
Professional Consulting Services**

October 26, 2020



380 Park Place Boulevard, Suite 300
Clearwater, Florida 33759
Phone 727.531.3505
800 861 8314

www.cardno.com

October 26, 2020



Mr. Leondrae Camel
City of South Bay
336 SW 2nd Ave
South Bay, FL 33493

Cardno, Inc.
380 Park Place Blvd
Suite 300
Clearwater, FL 33759
Phone 727 531 3505
800 861 8314
www.cardno.com

RE: RFP 2020-03 | Professional Consulting Services

Dear Mr. Camel and Selection Committee Members:

Pursuant to your request upon receiving the USDA Grant Funding for Technical Assistance, Cardno is pleased to provide a proposal for continued environmental and civil services for the Tanner Park Shelter/Community Center Project Site. We have developed this statement of qualifications/proposal in response to the City's Request for Proposals (RFP) for the contract to execute the work. We are excited to continue to build a relationship with the City of South Bay and fully understand the programmatic and technical scope of services required to manage and execute this grant. Our skill set combines the right mix of environmental expertise, community outreach, programmatic support, and redevelopment savvy.

Cardno is a multi-dimensional engineering and environmental consultant that has been recognized both locally and nationally as an award winning, premier provider of Brownfields services that result in community-driven catalytic redevelopment projects. Fully licensed in the State of Florida, with more than 300 staff working throughout the state, Cardno's professionals serve you with technical excellence, strategic vision, and quality advice. We take pride in remaining on the forefront of technology with the ability to respond to the ever-changing needs of clients in the architectural, engineering and construction industry.

As required in this RFP, Cardno possess appropriate licensure and has appropriately licensed personnel on staff for this contract:

Cardno: Florida Engineering License #CA29915
Bryan Zarlenga, PE: FL PE #52167
Terry Griffin, PG: FL PG #135

Lorrie Viola, LEED AP, PMP: LEED AP #11182020-AP-BD+C, PMP #1882971
Carolyn Weaver, GPC

Cardno has unsurpassed Florida Brownfields experience in the technical aspects of assessment, cleanup, and revolving loan fund (RLF) grants in addition to the supporting services that facilitate the transformation of environmentally stigmatized properties into viable end uses. In total, Cardno has assisted clients in receiving more than \$150 million in Brownfields and community/economic development-related funding. We are intimately familiar with the City of South Bay and at Cardno, we truly believe that the ability to leverage your USDA Grant Funding is a key to making sustainable, positive changes within your community.


Why Cardno?

In closing, we thought it prudent to highlight a series of factors that differentiate Cardno from its competition:

- ✓ Cardno worked closely with the City to develop this winning \$50,000 USDA Technical Assistance Grant
- ✓ We understand the City's goals and objectives
- ✓ Proven brownfields experience in EPA Region 4
- ✓ Established relationships with EPA brownfield project officers and FL EPA Brownfields staff
- ✓ Unsurpassed record of accomplishment for Brownfields and grant writing services

We appreciate the opportunity to provide the City of South Bay our package of qualifications and look forward to our partnership to provide these services in support of your grant. We are committed to further assisting the City in the identification of additional funding opportunities. You can be assured that the City will receive professional attention from Cardno and the experience and expertise needed to complete quality, timely projects within budget.

Sincerely,
Cardno, Inc.


Doug Stoker, PE, ENV SP
Vice President


Miles Ballogg
Project Manager / Brownfields/Environmental Services

1.0 | Experience and Capacity

Founded in 1945, Cardno is one of the largest full-service civil and environmental firms in the United States. Cardno has hundreds of US and international offices providing you with access to thousands of professionals around the globe. We leverage our versatile, global resources to deliver solutions with local service. Cardno has built a reputation for quality and cost-effective services working for public and private sector clients.

Experience Providing USDA and other Grant Funding Services

Cardno worked closely with the City to develop a winning \$50,000 USDA Technical Assistance Grant to support the redevelopment of the Tanner Park Community Center/Emergency Shelter Project – Activities to be completed under this grant include the following critically needed activities to forward the project – Civil Project Management, Updated Survey Stormwater Management Plan, Site Preparation and Cut/Fill Design, Updated Environmental Assessment and Corrective Action Plan and Financing/Grant Management. Cardno worked closely with the City to develop the scope and has had multiple discussions with USDA staff on the implementation of this grant.

Cardno staff have also actively participated in multiple USDA Community Visioning Sessions in Florida. Two of which include the Lacoochee Community in Pasco County resulting in the Lacoochee Community Center and the Mulberry Community in Pasco County resulting in the Mulberry Health Center, a Federally Qualified Health Center. Cardno also keeps abreast of current USDA funding opportunities and we work closely with our clients to integrate these opportunities into ongoing projects.

Environmental Assessment and Cleanup Planning

Phase I/II Environmental Site Assessments – Phase I and Phase II environmental site assessments are conducted to evaluate the potential for adverse or recognized environmental concerns to exist associated with a property that is targeted for acquisition, redevelopment or dispensation by the City or other state-holders. Phase I and Phase II Assessments identify the need for supplemental assessment and/or remedial cleanup efforts. Cardno conducts all current Phase I ESA's in accordance with the new proposed all appropriate inquiry (AAI) regulations to be adopted by ASTM 1527-05. With over 750 Phase I/II ESA's completed for municipal government, Cardno is ready to support your municipal service needs.

Remedial Design and Implementation – Following assessment, site remediation may be necessary to cleanup sites impacted with contaminants above the appropriate regulatory criteria. Most remedial efforts will be conducted in accordance with various Florida Department of Environmental Protection (FDEP) rules as promulgated through the Florida Administrative Code (FAC). Petroleum remedial projects will likely require pre-approval from FDEP and will be conducted in accordance Chapter 62-770, or 62-775, FAC. Non-petroleum and Brownfields remedial efforts can be completed utilizing risk-based corrective actions (RBCA). This process takes the type of end use of the site, exposure potential into consideration and tailors a remedial approach to reach specific site cleanup target levels. This remedial approach is typically used on redevelopment projects or industrial sites where engineering and institutional controls can be utilized to maximize cleanup efficiency, reducing costs while being protective of public health and the environment.

Site/Civil Engineering Experience

Cardno is uniquely qualified to continue site civil engineering activities for this project in that Cardno completed the original civil engineering under state appropriations funding. Cardno served as the civil engineering firm who assisted in developing 95% construction plans for the Tanner Park Project utilizing state appropriations as outlined above.

Cardno completed the following site civil and other environmental and grant activities to move the project from concept plans to shovel ready. Cardno's scope included coordination of Appropriation Management Services, Schematic Programming, Grant Research Services, Phase I Environmental, Pre-Application and Design Meetings, Coordination of Boundary, Topo & Tree Survey, Schematic Site Design, Site Development Plans, Site Development Application (City of South Bay), 100% Civil Engineering Construction Documents and preliminary permitting pre-application meetings including utility Permits, City of South Bay (Building/Site Construction), SFWMD (ERP), and Palm Beach County Right-of-Way Use Permits. *Cardno understands both the community's needs as well as the unique site conditions and can be prepared to move into the next phase of required engineering upon notice without having to spend time reviewing plans and previous work by others.*

Cardno has also completed a number of other relevant municipal site civil engineering projects for our Florida clients including City of Dunedin Emergency Operations Center building, Pinellas County Emergency Responders Building, City of Seminole LEED certified Public Works Operation Facility building including storm hardened structure and redundant emergency systems, and City of Clearwater Fire Stations 44, 49 and 51.

Organizational Structure

As demonstrated throughout this statement of qualifications, the Cardno team includes leading professionals, with a unique combination of general and specialized engineering experience, who plan, design, manage, and deliver sustainable projects and community programs. A successful project begins and ends with the timely and accurate transfer of information between your Project Manager, Miles Ballogg, and City Staff. This central point of contact will unburden the City and streamline interdisciplinary coordination. It will be his responsibility to disseminate information to appropriate parties/task managers within Cardno and our subconsultants.

City staff always has direct access to Cardno's Project Manager, or Vice President of Infrastructure Operations, Douglas Stoker, PE, ENV SP. While Cardno's Project Manager will serve as a single point of contact, we also recognize that City Work Assignment Managers will often work directly with Cardno's Task Managers to complete projects. A full Organizational Chart is provided in Section 3.0 of this proposal.

Key Staff Members

Cardno has assembled an exceptional team of highly experienced professionals for the City of South Bay. Our Team has experience with the City. Their local knowledge, experience, as well as project management and leadership ability will be a valuable asset to the City of South Bay. The City will benefit from Cardno's demonstrated knowledge and engineering/environmental expertise throughout Florida.



Miles Ballogg | Project Manager Miles serves as the Environmental / Brownfields and Economic Development Director for Cardno. He assists public and private sector clients with land redevelopment programming, assessment and remediation, specifically in environmentally-blighted areas. Miles has been involved in the implementation of both federal and state Brownfields programs for more than 20 years, since inception. He is a strong advocate for environmental justice and is recognized as the National Leader of the "Healthfields Movement" by utilizing Brownfields and other advantage resources to improve access to health care for underserved communities. He has assisted clients in obtaining more than \$75 million in EPA Brownfields and other redevelopment-related grants and incentives to date.



Bryan Zarlenga, PE | Civil Engineering Task Leader With nearly 30 years of experience, Bryan specializes in all aspects of the development process including pre-design services, construction document preparation, permit expediting, constructability reviews, and project management for clients within the federal, municipal, and private sectors. His project management and leadership skills have enabled him to deliver projects on schedule and within budget, always focusing on sustainable solutions. **FL PE #52167**



Terry Griffin, PG | Environmental / Brownfield Services Task Leader Terry has more than 40 years of experience including the management of complex hydrogeologic and groundwater contamination assessment investigations, and remediation activities at numerous locations throughout the southeast. He has conducted extensive research of chlorinated solvent assessment and remediation techniques, particularly DNAPL assessment. Terry has served as project manager for numerous environmental site assessments and has written RCRA Facility Investigation (RFI) Work Plans and Reports, and Corrective Measures Work Plans and Studies for more than 80 solid waste management units. **FL PG #135**



Carolyn Weaver, GPC | Grants / Funding Task Leader Carolyn is the National Grants Manager for Cardno serving with a variety of state and federal grant programs. She has assisted in securing over \$30 million in federal and state funds for Cardno clients. These agencies include US Department for Homeland Security, US Environmental Protection Agency, Department of Housing and Urban Development, Federal Emergency Management Agency, National Institute for Health, Federal Highway Administration, and National Park Service, as well as state-funded programs across the eastern United States.



Lorrie Viola, PMP, LEED AP | Civil Engineering Lorrie is an esteemed project manager and planner with exceptional experience in conceptual planning, community engagement and on through to construction. She enjoys public engagement and leads design charrettes to bring a proactive approach to stakeholder communications while working w staff to provide the community with well-planned and sustainable spaces. **LEED AP #11182020-AP-BD+C, PMP #1882971**



Beth Walker / VCTC & Appropriation Services, LLC | Grants / Funding VCTC & Appropriation Services, LLC (VCTCApps), established in September 2017, concentrates on managing State of Florida Appropriations and on preparing and submitting Voluntary Cleanup Tax Credit (VCTC) Applications. Ms. Walker's experience includes more than fifteen (15) years of coordination and management of contracts and grants from multi-year/multi-million dollar projects to relatively small, single-year projects, and more than eight (8) years of experience with the State of Florida's Voluntary Cleanup Tax Credit

Program, five (5) years as the VCTC Program Manager for the state followed by over three (3) years of preparing and submitting VCTC Applications as a small business owner. Ms. Walker has collaborated with engineering firms, legal teams, financial teams, vendors, recipients, local and state government agencies, legislative staff, and statutorily-created, public-private partnerships in her efforts to draft, negotiate, and execute scopes of work, statutory language, program guidelines and rules, and program applications.



Ritzel-Mason (SBE Certified) | Subsurface Utility Engineering (SUE) Services

Ritzel-Mason (R-M) is a Palm Beach County-based professional services company offering a wide range of survey and mapping solutions. R-M follows the industry recognized ASCE 38 – “Standard Guideline for the Collection and Depiction of Existing Underground Utility Data

where quality levels are noted for all utilities investigated. R-M uses the latest utility detection equipment including Ground Penetrating Radar (GPR), pipe and cable locators from Radio Detection and vacuum excavation equipment for soft dig test holes. R-M is a certified SBE with multiple agencies throughout South Florida.



Caulfield & Wheeler, Inc. | Surveying Services

Since 1982, the firm of Caulfield & Wheeler, Inc. and its principals have been providing Land Surveying services for many prestigious developments and governmental agencies throughout Southeast Florida. The scope of services provided range from boundary surveying, topographic surveying, and tree surveys to final construction layout and as-building of completed improvements. Associated plats, surveys and easement sketches, and legal descriptions are routinely prepared for all projects. The latest 3-D Laser Scanners are also utilized to provide the most accurate survey data possible.

Conflict of Interest

Cardno affirms that it has no conflict of interest with the City of South Bay.

2.0 | References

General Environmental Services and Revolving Loan Fund Program and Grant Writing Palm Beach County, FL

Client Reference: **Palm Beach County** | 100 Australian Ave, West Palm Beach, Florida 33406
Alan Chin Lee / 561.233.3607 / achinlee@pbcgov.gov



Cardno assisted the Palm Beach County in obtaining \$1.0 million in EPA Brownfields Cleanup Revolving Loan Fund grant funding. Subsequently, Cardno has provided technical support to Palm Beach County through a General Environmental Services Contract. Additional brownfields support was provided to Palm Beach County through the EPA Brownfields Coalition Assessment Grant obtained by Treasure Coast Regional Planning Council (TCRPC), where Palm Beach County was a Coalition Assessment Grant Partner.

Cardno has assisted in developing the Palm Beach County Brownfields Revolving Loan Fund Program and has also provided brownfields clean-up revolving loan activities for the Northwood Redevelopment Catalyst Site. Cardno provided assessment and clean-up of a former service station in South Bay, Florida. Through the Brownfields Assessment Coalition Grant, Cardno provided extensive brownfields site assessment and remedial planning services to Palm Beach County for the Boynton Beach Town Square project, which required a Phase I ESA, Phase II ESA activities, and lead based paint, asbestos and indoor air quality surveys.

Key Services Include:

- > Overall Program Management
- > Hazardous Assessment
- > Environmental Remediation
- > Post Active Remediation Monitoring
- > Brownfields Support Services
- > Phase I/II Env. Site Assessments
- > Lead Based Paint, Asbestos & Indoor Air Quality Services
- > Grant Management Support
- > Community Awareness



Time Period: 2012 - Present

Project Budget: Varies by task work order/project

Key Personnel Involvement: Miles Ballogg; Amy Worsham, AICP; Greg Schultz, PE; Terry Griffin, PG; Bryan Zarlenga, PE; Sharon Niemczyk; Carolyn Weaver; Lorrie Viola, LEED AP, PMP

Brownfields Cleanup Revolving Loan Fund, Assessment, and Environmental Services
Treasure Coast Regional Planning Council (TCRPC), Stuart, FL

Client Reference: **TCRPC** | 301 East Ocean Boulevard, Suite 300, Stuart, Florida 34994
Stephanie Heidt, AICP / 772.221.4060 / sheidt@tcrpc.org



Cardno has assisted the Treasure Coast Regional Planning Council (TCRPC) in obtaining \$2.5 million in grant funding since 2007. Cardno developed TCRPC's Brownfields Program Quality Assurance Management Plan and has provided Brownfields support services through their Program for the following counties and cities: Palm Beach County, City of South Bay, City of Boynton Beach, City of West Palm Beach, Martin County, City of Fort Pierce, Village of North Palm Beach, Northwood Redevelopment Corporation, City of Pahokee, and City of Lake Worth. We have provided brownfields community awareness and involvement support through facilitating rural community workshops. Cardno has conducted over 40 EPA funded Brownfields Assessments, including Phase I & II Environmental Assessments and an area-wide environmental database inventory for TCRPC through their Brownfields Program. Cardno recently conducted assessment activities under TCRPC's ARRA (stimulus) RLF Supplemental Grant.

Key Services Include:

- > Overall Program Management
- > Phase I/II Environmental Site Assessments
- > Hazardous Assessment
- > Environmental Remediation
- > Brownfields Support Services
- > Grant Management Support
- > EPA Quality Assurance Plan Development
- > Community Awareness
- > Grant Closeout



Time Period: 2004 - Present

Project Budget: Varies by task work order/project

Key Personnel Involvement: Miles Ballogg; Amy Worsham, AICP; Greg Schultz, PE; Terry Griffin, PG; Bryan Zarlenga, PE; Sharon Niemczyk; Carolyn Weaver; Lorrie Viola, LEED AP, PMP

General Environmental Services
Palmetto, FL

Client Reference: City of Palmetto / Palmetto Community Redevelopment Agency
324 8th Ave West, Suite 103, Palmetto, FL 34221
Jeff Burton, MPA FRA-RA, DVCP / 941.723.4988 / jburton@palmettocra.com



Cardno has completed multiple environmental brownfields projects for the City of Palmetto since 2014. Cardno provided environmental assessments due to contamination by hazardous substances, controlled substances or petroleum products on or near the sites. Project have included:

- > Analysis of Brownfields Cleanup Alternatives (ABCA) for Edenfield Property
- > Voluntary Cleanup Tax Credit Application for Former Edenfield Property
- > Former Edenfield Property Brownfields Cleanup \$200,000 Grant from the EPA
- > Connor Park EPA Brownfields Assessment & Cleanup Services
- > Riverside North Contaminated Soil Management
- > 540 W. 10th Street Phase I Environmental Site Assessment
- > 810 6th Street West Phase I Environmental Site Assessment
- > Multiple EPA-funded Phase I and Phase II Environmental Site Assessments

Key Services Include:

- > Phase I/II Environmental Site Assessments
- > Grant Programmatic Assurances
- > Community Involvement/Engagement Plans and Actions
- > Source Removal Activities, Contractor Oversight and Environmental Tasks
- > Preparation of EPA-approved Generic and Site Specific QA Plans
- > Analysis Brownfields Cleanup Alternatives



Time Period: 2014 - Present

Project Budget: Varies by task work order/project

Key Personnel Involvement: Miles Ballogg; Amy Worsham, AICP; Greg Schultz, PE; Terry Griffin, PG; Bryan Zarlenga, PE; Sharon Niemczyk; Carolyn Weaver; Lorrie Viola, LEED AP, PMP

General Engineering and Environmental Services South Bay, FL

Client Reference: City of South Bay | 335 SW 2nd Ave, South Bay, FL 33493
Leondrae Camel / 561.996.6751 / camell@southbaycity.com



Cardno has provided a broad range of services for the City of South Bay for more than 8 years. Many of these services involved accessing a wide variety of grant funds to support the redevelopment of properties for Community Development and Economic Development Purposes.

A representative list activities that Cardno has supported the City of South Bay include:

Brownfields/FDEP Brownfields Site Assessment and Remedial Activities

- > Brownfields Assessment and remediation of South Bay Services Station
- > Brownfields Assessment and Remedial Planning for the Tanner Park Community Center/Emergency Shelter
- > Brownfields Assessment and Remedial Planning for the Compensatory Flood Plain Site

Grant Management and Development Activities

All of the above listed Brownfields Site Assessment and Remedial Activities listed above have been completed with the use of EPA Brownfields Assessment and Remedial Funds at no cost to the City of South Bay with the Exception of a match required under the Palm Beach County RLF. In keeping with the strategy to continue to maximize multiple sources of grant funding Cardno's grant development and management team have completed or are in the process of completing the following grant related activities.

- > \$50,000 – (Awarded) USDA Technical Assistance Grant
- > \$337,500 – (Awarded) State Appropriation
- > \$1,985,000 – (Applied/pending decision) US HUD Community Development Block Grant-Disaster Recovery Program/Florida Department of Economic Opportunity (DEO) Rebuild Florida Infrastructure Repair Program Grant.
- > \$7,969,000 – (Applied/pending decision) City of South Bay (Palm Beach County) US HUD Community Development Block Grant-Disaster Recovery Program/FL DEO Rebuild General Infrastructure Program
- > \$500,000 – EPA Brownfields Site Specific Clean Up Grant (Applied/pending decision)

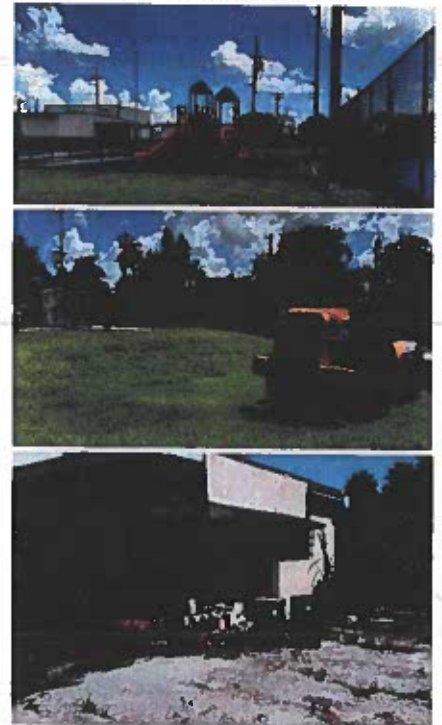
Site Civil Engineering

Tanner Park Community Center/Emergency Shelter Site Civil Engineering – Cardno served as the Civil Engineering firm to who assisted in developing 95% construction plans for the Tanner Park Project utilizing State Appropriations as outlined above. Cardno completed the following site Civil and other activities to move the project from concept to shovel ready - Appropriation Management Services, Schematic Programming, Grant Research Services, Phase I Environmental, Pre-Application and Design Meetings, Coordination of Boundary, Topo & Tree Survey, Schematic Design – Conceptual Site, Site Development Plans, Site Development Application (City of South Bay), Civil Engineering CD's, Base Plan Revisions (Site Plan Rev.), Permitting Including ,Utility Permits, City of South Bay (Building/Site Construction),SFWMD (ERP), Palm Beach County Right-of-Way Use Permits.

Time Period: 2012 - Present

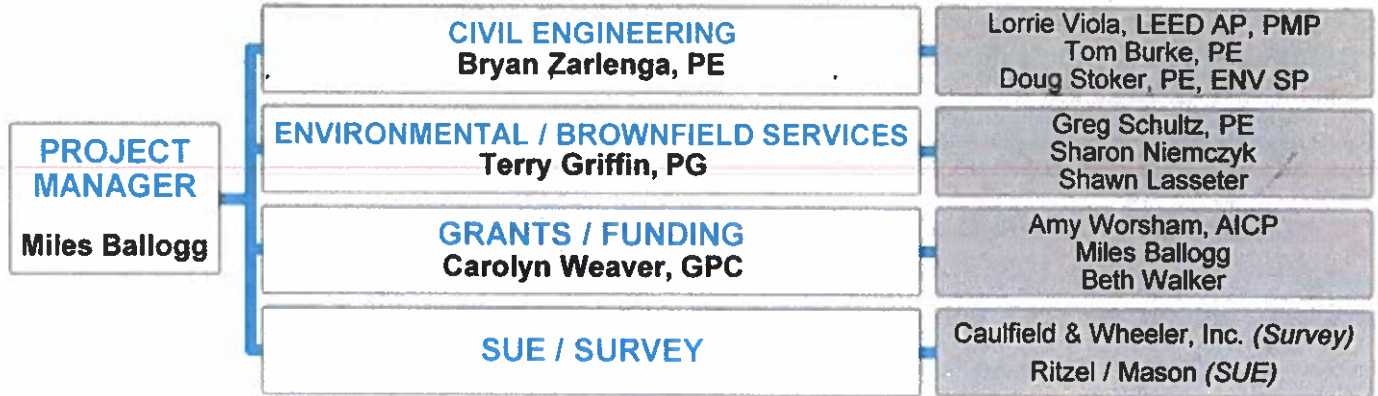
Project Budget: Varies by task work order/project

Key Personnel Involvement: Miles Ballogg; Amy Worsham, AICP; Greg Schultz, PE; Terry Griffin, PG; Bryan Zarlenga, PE; Sharon Niemczyk; Carolyn Weaver, Lorrie Viola, LEED AP, PMP



3.0 | Proposed Methodology

Organizational Chart



Services Provided by Cardno

Cardno is one of the largest, full-service civil and environmental engineering firms in the State of Florida with offices throughout the state. Cardno employs more than 300 associates throughout the State including professional engineers, environmental technicians, utility infrastructure specialists, GIS specialists, professional geologists, hydrogeologists, staff scientists, geospatial specialists, technicians, and field crews.

Cardno offers a broad range of professional services including:

- > Environmental Services
 - > Brownfields Services
 - > Grant Writing
 - > Civil/Site Design
 - > Transportation Engineering and Planning
 - > Traffic Operations
- > Structural Engineering Services
 - > Bridge and Roadway Design
 - > Water/Wastewater Facilities Design
 - > Drainage & Stormwater Management
 - > GIS/Asset Management
 - > Construction Inspection and Administration

Numerous agencies turn to Cardno for help navigating complex engineering challenges because of our reputation for integrity, responsiveness, and innovation. Our clients benefit from the wealth of knowledge and experience of our multi-disciplinary team of professionals. Cardno senior staff and management are highly regarded and respected throughout private and public sectors for their technical expertise, science-based approach, and ability to provide sustainable business solutions. For additional information, visit www.cardno.com.

Approach to Completing Scope of Work

Cardno understands that the City of South Bay wishes to complete the technical design services to develop the +/- 2.2 acre existing Community Center Site at 105 Palm Beach Road as a new Shelter/Community Center, with surface parking and infrastructure. Our approach will include the additional environmental testing, assessment and corrective action report, SUE for utility identification, updated cut and fill and stormwater design to meet the recommended environmental corrective action and project administration and financing plan.

TASK I – ENVIRONMENTAL SERVICES

A. SOIL DELINEATION

Environmental impacts to shallow soils have been documented throughout the site. Arsenic impacts are ubiquitous throughout the property and it is Cardno's assertion that these impacts represent background concentrations, and will not require remedial actions based on FDEP guidance. However, we have not obtained confirmation from FDEP that this approach will be approved for the site.

Beyond the broad arsenic impacts documented at the site, other constituents of potential concern (COPCs) have been detected above residential direct-exposure soil cleanup target levels (SCTLs) in at least three areas of the site. Based on their distribution, Cardno will complete lateral delineation of these impacts in order to develop appropriate remedial action alternatives for this site.

B. ENVIRONMENTAL SOIL DELINEATION LETTER REPORT AND DOCUMENTATION

A letter report will be prepared to document the delineation of soil impacts completed under this task.

TASK II – CIVIL SERVICES

A. SURVEY AND SUE SERVICES

Cardno will coordinate the scope of services needs within the project design element limits with a local SUE subcontractor to provide utility conflict avoidance by mapping existing underground utilities where additional cut and fill operations are required for environmental clean-up. Cardno will review the work product provided and coordinate various SUE tasks needed for based on final updated cut and fill plans, stormwater design and utility installation based on the environmental recommendations for excavation and permitting requirements.

The scope under this contract is for the coordination of a local SUE subcontractor based on the findings in Task I and include the SUE subcontractor's work in the area designated by Cardno including subsurface utilities identified within the defined limits (Boles Ave and Canal St). Our SUE firm will provide up to five (5) signed/sealed copies of the SUE plan for construction bidding purposes and an electronic file for design.

Cardno will coordinate additional surveying of the floodplain parcel to capture additional topography to validate the design of the floodplain compensation limits. No other surveying is anticipated in this phase, other than capture the locations of the SUE data collected by the SUE Subcontractor.

All Survey and SUE activities and deliverables will be in accordance with Chapter 472 Florida Statutes.

B. UPDATED CUT AND FILL DOCUMENTS

Cardno shall coordinate with the environmental team to develop and prepare detailed updates to cut and fill plans and quantities from the original civil engineering construction documents based on recommendations environmental site clean-up and cut and fill calculations. Any SUE information gathered in Task 2 (A) will be provided in a table and updated on the construction drawings. An update to the opinion of probable cost shall be made based on the updated plans based on cut and fill calculations.

C. UPDATED STORMWATER DESIGN

Cardno will update the stormwater model and submit updated documents to SFWMD Environmental Resource Permit Application for stormwater, water quality treatment and quantity attenuation permitting in accordance with the District rules required due to environmental recommendations for site clean-up and cut and fill.

TASK III – PROJECT ADMINISTRATION

PHASE III – TECHNICAL ASSISTANCE – FINANCING

A. FINANCING PLAN AND SERVICES

Cardno will provide technical assistance in support of funding the proposed emergency shelter/community. Technical services will include but will not be limited research of appropriate grant and funding opportunities for the facility construction, programming and equipment. Cardno will provide two written updates of the grants and funding opportunities memo and funding plan previously supplied to the City. One update will be provided in January 2021 and a second in June 2021. The task will include up to 30 hours in loan preparation assistance. Cardno will require limited cooperation from city staff in completing this task.

B. GRANT MANAGEMENT SUPPORT

Cardno will support the preparation and submission of the required USDA grant reports and attachments in coordination with the City of South Bay. The first report is due by 10/30/20 (Quarter ending 9/30/20); subsequent reports are due Quarterly and include the Final Report for Grant Closeout (not to exceed 8 Quarters). The Final Report will constitute last Quarterly report. The City will be responsible for financial oversight and reporting.

Why Select Cardno?

In summary, Cardno thoroughly understands the comprehensive goals and objectives of the City of South Bay. Cardno has provided a broad range of services for the City of South Bay for more than eight years.

Many of the services we provide involve accessing a wide variety of grant funds to support the redevelopment of properties for Community and Economic Development Purposes. We have the experience, staff, and commitment to assist in the transformation of environmentally impaired properties into end community assets that will provide sustainable and quality jobs, green space restoration and preservation, recreational end uses, and other sustainable and beneficial reuses for all residents of the City of South Bay. We hope that you find Cardno's proposal illustrates our technical experience and commitment to the City of South Bay. *We stand ready and willing to assist in helping the City forward.*

4.0 | Fee Schedule

As requested in this RFP, Cardno's Fee Schedule is included in a separate, sealed envelope.



380 Park Place Boulevard
Suite 300
Clearwater, Florida 33759

Civil Engineering-Transportation-Environmental-Planning
(800) 861-8314 (727) 531-3505 FAX (727) 539-1294

TRANSMITTAL

TO: City of South Bay
City Clerk
335 SW 2nd Ave
South Bay, Florida 33493

DATE: October 26, 2020
ATTENTION: Office of the City Clerk

**RE: Request for Proposal
RFP 2020-03
Professional Consulting Services**

WE ARE SENDING YOU Attached Via 1st Class Mail/FedEx Overnight Hand Delivered

- | | | | |
|------------------------------------|--|---|--|
| <input type="checkbox"/> Prints | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Mylars |
| <input type="checkbox"/> Plans | <input type="checkbox"/> Samples | <input type="checkbox"/> Specifications | <input type="checkbox"/> Scope of Services |
| <input type="checkbox"/> Sketches | <input type="checkbox"/> Letter | <input type="checkbox"/> CD | <input checked="" type="checkbox"/> <u>Response to RFQ</u> |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Report | <input type="checkbox"/> Permits | |

COPIES	DATE	DESCRIPTION
1	October 26, 2020	One (1) original copy Cardno's response
5	October 26, 2020	Five (5) duplicate copies of Cardno's response
1	October 26, 2020	Separate Sealed Envelope - One (1) original copy FEE SCHEDULE
5	October 26, 2020	Separate Sealed Envelope - Five (5) duplicate copies FEE SCHEDULE

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|--|
| <input type="checkbox"/> For approval | <input type="checkbox"/> For your information | <input type="checkbox"/> No exception taken |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Submit _____ copies for distribution | <input type="checkbox"/> Revise and resubmit |
| <input checked="" type="checkbox"/> As requested | <input type="checkbox"/> Return _____ corrected | <input type="checkbox"/> Rejected |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |

REMARKS:

Thank you for the opportunity to serve the City of South Bay.

COPY TO: _____

SIGNED: 
Doug Stoker, PE, ENV SP
Vice President

If enclosures are not as noted, please notify us at once.

RFP 2020-03

PROFESSIONAL CONSULTING SERVICES

Review Date: October 26, 2020

Respondent:	Cardno, Inc.		
Total Proposed Cost:		50,000.00	
Work Experience -ability to complete work 20 points		20	
USDA Grant experience -ability to work with EPA and EPD 11 points		11	
Professional certifications -licensing of team members 11 points		11	
Environmental assessment experience 11 points		11	
Quality of performance on similar projects 11 points		11	
Fee Schedule 25 points		25	
TOTAL POINTS:		89	

Reviewers Name: Matthew Malone

Reviewers Recommendation: Cardno, Inc.

RFP 2020-03

PROFESSIONAL CONSULTING SERVICES

Review Date: October 26, 2020

Respondent:	Cardno, Inc.		
Total Proposed Cost:		50,000.00	
Work Experience -ability to complete work 20 points		20	
USDA Grant experience -ability to work with EPA and EPD 11 points		11	
Professional certifications -licensing of team members 11 points		11	
Environmental assessment experience 11 points		11	
Quality of performance on similar projects 11 points		11	
Fee Schedule 25 points		25	
TOTAL POINTS:		89	

Reviewers Name: Leondra P. Camml

Reviewers Recommendation: Cardno

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2020, between:

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

and

CARDNO, INC., a for profit corporation, authorized to do
business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

- 1.1 CITY is in need of an independent contractor to perform environment consultant services related to a property located at the proposed Tanner Park Shelter and Recreation Center.
- 1.2 On November 17, 2020 the City Commission of the City of South Bay adopted Resolution No. 44-2020, thereby awarding a contract and authorizing the CITY officials to enter into an agreement with CONTRACTOR to render services related to the scope of work set forth in Attached Exhibit "A."

ARTICLE 2
SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in Attached Exhibit "A".

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

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within 365 days following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.4 None of the work or services under this contract shall be subcontracted beyond that that approved by the City in writing.

ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work in accordance with a project timeline. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline connected with the Scope of Work.

3.2 It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement an amount not to exceed Fifty Thousand (\$50,000.00).

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

4.3 The CONTRACTOR shall guarantee all portions of the work against poor

workmanship and faulty materials for a period of three hundred sixty-five days.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the City's property. This prohibition applies to; *inter alia*, all sub-consultants and subcontractors, suppliers and labors.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance - as required by law;
- b) Employer's Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

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

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

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

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

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required on this contract.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by the CITY for convenience, upon thirty (30) days written notice or by CONTRACTOR with sixty (60) days written notice. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it 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.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue until June ____, 2021.

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
Fort Lauderdale, Florida 33311

CONTRACTOR: Miles Ballogg, Director
380 Park Place Blvd, Suite 300
Clearwater, FL 33759

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(s) 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.

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 Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

(This space intentionally left blank)

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

Leondrae Camel, City Manager

Attested

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

WITNESSES:

CONTRACTOR

BY: _____

Miles Ballogg, Director
380 Park Place Blvd, Suite 300
Clearwater, FL 33759

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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"
SCOPE OF WORK

1	2	3	4	5
6	7	8	9	10

11	12	13	14	15
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16	17	18	19	20
21	22	23	24	25

Exhibit "B"
RFP 2020-03: PROFESSIONAL CONSULTING SERVICES

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Exhibit "C"
USDA LETTER

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30 31 32 33 34

RESOLUTION NO. 45-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO AGREEMENT NO. LP50102 BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE FLOOD AND WATERWAY MANAGEMENT PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Environmental Protection entered into an Agreement with the City of South Bay ("City") for the City of South Bay Flood Control and Waterway Management Project, effective February 21, 2018 and amended on August 15, 2019 through Resolution 29-2019, passed and adopted on August 6, 2019; and

WHEREAS, funding in the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) was provided under Line Item 1606 of the 2017-2018 General Appropriations Act for the City of South Bay Flood Control and Waterway Management Project; and

WHEREAS, One Hundred Fifty Thousand Dollars (\$150,000.00) in additional funding for this Project was provided under Line Item 1635A of the 2020-2021 General Appropriations Act. The total funding for this Agreement is now Seven Hundred Thousand Dollars (\$700,000.00); and

WHEREAS, the City has requested a reallocation of the budget for the Project and an extension of the Agreement due to unexpected delays; and

WHEREAS, the parties wish to amend the Agreement as set forth herein; and

WHEREAS, certain provisions of the Agreement are in need of revision; and

WHEREAS, the City Commission of the City of South Bay finds that the execution of Amendment No. 2 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 Mayor. The Mayor is hereby authorized to execute Amendment No. 2 to Agreement No. LP50102 between the City of South Bay and the Florida Department of Environmental Protection for funding and administration of the Flood Control and Waterway Management Project, in the contract form attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

PASSED and ADOPTED this 17th day of November 2020.

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)

RESOLUTION NO. 29-2019

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

WHEREAS, the City Commission of the City of South Bay ("City Commission") and the Florida Department of Environmental Protection ("DEP") entered into an agreement for funding of the Flood Control and Waterway Management Project Number LP50102 on February 21, 2018; and

WHEREAS, the City, as grantee, has been approved by DEP for grant funding on a cost reimbursement basis in an amount not to exceed Five Hundred Fifty Thousand Dollars (\$550,000.00), and consistent with the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the February 21, 2018 Agreement between the parties expires on June 30, 2020, however, due to unexpected delays, the parties desire to extend the terms of the Agreement through December 30, 2021 in order to allow for full project completion; and

WHEREAS, the City Commission desires to authorize the Mayor to execute Amendment No. 1 of the Agreement between the City and DEP for funding and administration of the Flood Control and Waterway Management Project Number LP50102 to be performed within the City; and

WHEREAS, execution of Amendment No. 1, is in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Mayor. The City Mayor is hereby authorized to execute Amendment 1 to the Standard Grant Agreement between the City of South Bay and the Florida Department of Environmental Protection for funding and administration of the Flood Control and Waterway Management Project Number LP50102, in the contract form attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

PASSED and ADOPTED this 6th day of August 2019.

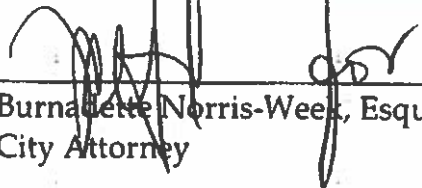


Joe Kyles, Mayor

Attested


By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



Burnadette Norris-Week, Esquire
City Attorney

Moved by: Commissioner Wilson

Seconded by: Vice Mayor Barnard

VOTE:

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

**AMENDMENT NO. 1
TO AGREEMENT NO. LP50102
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH BAY**

This Amendment to Agreement No. LP50102 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of South Bay (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the City of South Bay Flood Control and Waterway Management project, effective February 21, 2018; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to unexpected delays; and,

WHEREAS, certain provisions of the Agreement need revision and two provisions need to be added to the Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2021. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Agreement is deleted and replaced as follows:

The Grant Managers for this Agreement are identified below:

Department's Grant Manager

Name: Arlene Acevedo
Address: Dept. Environmental Protection
3900 Commonwealth Blvd. MS 3602
Tallahassee, Florida 32399
Phone: (850) 245-2819
Email: Arlene.Acevedo@dep.state.fl.us

Grantee's Grant Manager

Name: Leondrae D. Camel
Address: City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Phone: (561) 996-6751
Email: camell@southbaycity.com

3. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

4. Section 24. of Attachment 1 is deleted and replaced as follows:

Scrutinized Companies.

a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to


- have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
 6. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
 7. **Exhibit D, Disbursement Request Package**, is hereby deleted in its entirety and replaced with **Exhibit D-1, Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-1, Revised Payment Request Summary Form**.
 8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP50102 to be duly executed, the day and year last written below.

CITY OF SOUTH BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 
Mayor of City of South Bay

By: 
Secretary or Designee

Joe Kyles
Print Name of Authorized Person

Trina Vielhauer
Print Name and Title of Authorized Person

Date: 8/2/19

Date: 8/15/19


Ariene Acevedo, DEP Grant Manager


Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (3 Pages)
Attachment	4-1	Revised Public Records Requirements (1 Page)
Exhibit	D-1	Revised Payment Request Summary Form (1 Page)

ATTACHMENT 3-1 GRANT WORK PLAN

PROJECT TITLE: City of South Bay Flood Control and Waterway Management.

PROJECT LOCATION: The Project will be located in the south east quadrant of the City of South Bay. Bounded by SR 80 (also known as East Palm Beach Road) on the north, WFWMD Canal on the east, SE 4th St on the South and SE 1st Ave. on the west, which is located within the City of South Bay in Palm Beach County. See Figure 1 for a location map.

PROJECT BACKGROUND: The City of South Bay (Grantee) has three problem areas within the Southeast area of the city that have experienced extensive flooding during the heavy rain season, making the roadways impassable during emergencies. This project will provide improvement to the storm water drainage system within the original section of South Bay. The mitigation measures will reduce flooding, improve drainage system performance and reduce future maintenance needs. In FY 2014-15, a survey and analysis was performed to determine the most effective improvements to be made, estimate their cost, and rank them in order of priority. The Southeast area of the City was deemed a priority in relation to flood control and water management. These improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by fifty percent. In addition, the overall water quality will be improved especially for all runoff directed to outfalls.

PROJECT DESCRIPTION: The Grantee will upgrade the existing infrastructure in the East Palm Beach Road neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan. While subject to final engineering design, the stormwater improvements will consist of upgrading existing pipe sizes, installing new pipes and inlets, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity by redirecting flow, improving existing outfalls and capacity, and removing pipes with negative slopes.

TASKS and DELIVERABLES:

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete a pre-design analysis of the existing drainage system in the subject area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem. The Grantee will procure professional engineering services in accordance with state law, and complete the design of the drainage improvements and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall

project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Task Description: The Grantee will construct the proposed project in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$145,000	07/01/2017	06/30/2021
2	Project Management	Contractual Services	\$41,000	07/01/2017	06/30/2021
3	Construction	Contractual Services	\$364,000	07/01/2017	06/30/2021
Total:			\$550,000		

Figure 1



ATTACHMENT 4-1, REVISED PUBLIC RECORDS REQUIREMENTS

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If the Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Payment Request Summary Form

Exhibit D-1

The Payment Request Summary Form for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**AMENDMENT NO. 2
TO AGREEMENT NO. LP50102
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH BAY**

This Amendment to Agreement No. LP50102, as previously amended (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of South Bay (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of South Bay Flood Control and Waterway Management, effective February 21, 2018; and, amended on August 15, 2019; and,

WHEREAS, funding in the amount \$550,000 was provided under Line Item 1606 of the 2017-2018 General Appropriations Act for City of South Bay Flood Control and Waterway Management; and,

WHEREAS, \$150,000 in additional funding for this Project was provided under Line Item 1635A of the 2020-2021 General Appropriations Act; and the total funding for this Agreement is now \$700,000; and,

WHEREAS, the Grantee has requested a reallocation of the budget for the project, and an extension of the Agreement due to unexpected delays; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2023. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. **Attachment 3-1, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3-1** shall hereinafter refer to **Attachment 3-2, Revised Grant Work Plan**.
3. **Attachment 5, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5**, shall hereinafter refer to **Attachment 5-1, Revised Special Audit Requirements**.
4. **Exhibit A, Progress Report Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Revised Progress Report Form**.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP50102 to be duly executed, the day and year last written below.

CITY OF SOUTH BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mayor

By: _____
Secretary or Designee

Joe Kyles
Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Arlene Acevedo, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-2	Revised Grant Work Plan (3 Pages)
Attachment	5-1	Revised Special Audit Requirements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 Pages)

**ATTACHMENT 3-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: City of South Bay Flood Control and Waterway Management.

PROJECT LOCATION: The Project will be located in the south east quadrant of the City of South Bay. Bounded by SR 80 (also known as East Palm Beach Road) on the north, SFWMD (South Florida Water Management District) Canal on the east, SE 4th St on the South and SE 1st Ave. on the west, which is located within the City of South Bay in Palm Beach County. See Figure 1 for a location map.

PROJECT BACKGROUND: The City of South Bay (Grantee) has three problem areas within the Southeast area of the City that have experienced extensive flooding during the heavy rain season, making the roadways impassable during emergencies. This project will provide improvement to the stormwater drainage system within the original section of South Bay. The mitigation measures will reduce flooding, improve drainage system performance and reduce future maintenance needs. In FY 2014-15, a survey and analysis was performed to determine the most effective improvements to be made, estimate their cost, and rank them in order of priority. The Southeast area of the City was deemed a priority in relation to flood control and water management. These improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by fifty percent. In addition, the overall water quality will be improved especially for all runoff directed to outfalls.

PROJECT DESCRIPTION: The Grantee will upgrade the existing infrastructure in the East Palm Beach Road neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan. While subject to final engineering design, the stormwater improvements will consist of upgrading existing pipe sizes, installing new pipes and inlets, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity issues by redirecting flow, improving existing outfalls and capacity, and removing pipes with negative slopes.

TASKS and DELIVERABLES:

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete a pre-design analysis of the existing drainage system in the subject area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Task Description: The Grantee will construct the proposed project in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$145,000	07/01/2017	06/30/2023
2	Project Management	Contractual Services	\$55,000	07/01/2017	06/30/2023
3	Construction	Contractual Services	\$500,000	07/01/2017	06/30/2023
Total:			\$700,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A	Federal Agency	CFDA			
Federal Program B	Federal Agency	CFDA			

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Department of Environmental Protection GAA, Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	140047
Amendment No. 2	Department of Environmental Protection GAA, Line Item 1635A	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$700,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Revised Progress Report Form**

DEP Agreement No.:	LP501002
Project Title:	City of South Bay Flood Control and Waterway Management
Grantee Name:	City of South Bay
Grantee's Grant Manager:	Leondrae D. Camel
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Preconstruction Activities

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Task 2: Project Management

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Task 3: Construction

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- **Design (Plans/Submittal):** 30% , 60% , 90% , 100%
- **Permitting (Completed):** Yes , No
- **Construction (Estimated):** _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

RESOLUTION 46-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2021; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 286.011, Florida Statutes, also known as the "Florida Public Meeting Law" requires, in part, that municipal boards and commissions provide reasonable notice of all meetings; and

WHEREAS, it is appropriate for municipalities to cancel regular meetings falling on or in close proximity to national holidays and election dates; and

WHEREAS, the City Manager requests approval of a Regular City Commission Meeting schedule for calendar year 2021, attached as Exhibit "A", as well as the cancellation of regular meetings to be held on the following dates: January 19, 2021; June 15, 2021, July 06, 2021; November 02, 2021 and December 21, 2021; and

WHEREAS, the City Manager requests approval of holidays to be observed by the City of South Bay for calendar year 2021 ("Observed Holidays"), as set forth in Exhibit "B" attached hereto;

WHEREAS, the City Commission for the City of South Bay finds that adoption of a 2021 Regular City Commission Meeting schedule 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. Adoption of City Commission Meeting Schedule for calendar year 2021. The City Commission of the City of South Bay hereby approves and adopts the schedule of Regular City Commission Meetings, as set forth in Exhibit "A" attached

hereto, along with cancellation dates for regular meetings January 19, 2021; June 15, 2021, July 06, 2021; November 02, 2021 and December 21, 2021.

Section 3. Adoption of Observed Holidays for calendar year 2021. The City Commission of the City of South Bay hereby approves and adopts the holidays to be observed by the City of South Bay for calendar 2021, as set forth in Exhibit "B" attached hereto.

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this 17th day of November 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

VOTE:

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

EXHIBIT "A"

2021 SOUTH BAY CITY MEETING SCHEDULE

COMMISSION MEETING DATES

January 05, 2021

January 19, 2021

February 02, 2021

February 16, 2021

March 02, 2021

March 16, 2021

April 06, 2021

April 20, 2021

May 04, 2021

May 18, 2021

June 01, 2021

June 15, 2021

July 06, 2021

July 20, 2021

August 03, 2021

August 17, 2021

September 07, 2021

September 21, 2021

October 05, 2021

October 19, 2021

November 02, 2021

November 16, 2021

December 07, 2021

December 21, 2021

EXHIBIT "B"

TO: Honorable Mayor and Commissioners

THRU: Leondrae D. Camel, City Manager

DATE: November 17, 2020

SUBJECT: APPROVAL OF YEAR 2021 HOLIDAY SCHEDULE

The following 2021 Holiday Schedule for all City of South Bay employees has been prepared for your review and approval.

Holiday Schedule - 2021

New Year's Day	Friday, January 1
Martin Luther King, Jr. Day	Monday, January 18
President's Day	Monday, February 15
Memorial Day	Monday, May 31
Independence Day	Monday, July 5
Labor Day	Monday, September 6
Columbus Day	Monday, October 11
Veterans Day	Thursday, November 11
Thanksgiving Day	Thursday, November 25
Floating Holiday	Friday, November 26
Christmas Eve	Thursday, December 23
Christmas Day	Friday, December 24

RESOLUTION NO. 47-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING RECYCLING PROGRAM BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Solid Waste Authority of Palm Beach County, is a dependent special district created pursuant to Chapter 2001-331, Laws of Florida (the "Authority"); and

WHEREAS, the Solid Waste Authority of Palm Beach County ("Authority") has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; as amended; and

WHEREAS, the City of South Bay ("City") desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; as amended; and

WHEREAS, in addition, the City provides for the collection of solid waste from the residents and businesses and residential recyclable materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

WHEREAS, the City wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state and local agencies responsible for the prevention, control, or abatement of air, water and land pollution; and

WHEREAS, the City together with the Authority recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County.

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 Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for a Municipal Revenue Sharing Recycling Program between the Solid Waste Authority of Palm Beach County and the City of South Bay, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and ADOPTED this 17th day of November 2020.

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: _____

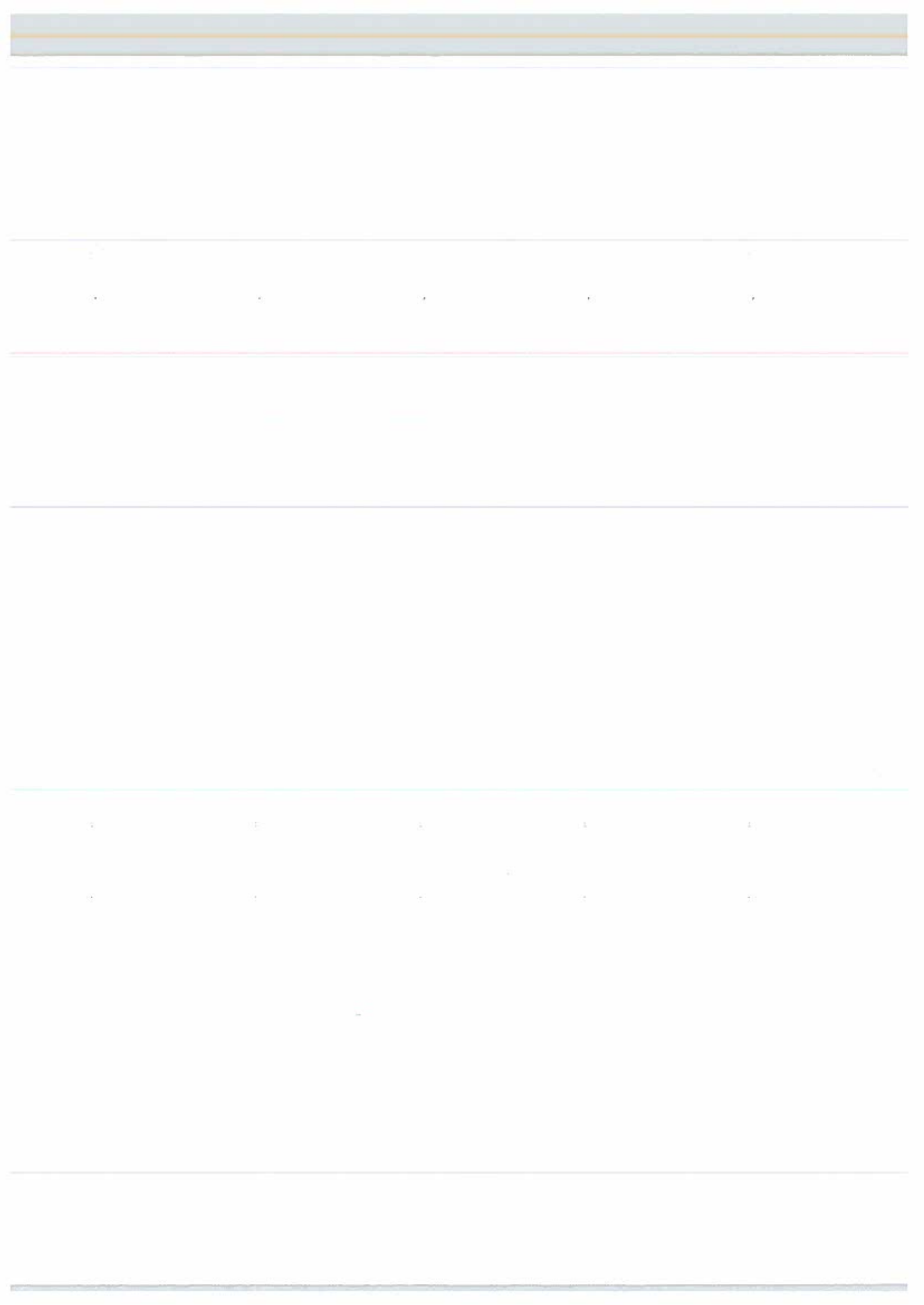
Seconded by: _____

VOTE:

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

BEFORE MAILING YOUR ILAs MAKE SURE THE FOLLOWING HAS BEEN COMPLETED

- 1. Necessary information has been entered on appropriate pages of all three (3) copies.
 - 2. Necessary signatures on all three (3) copies.
 - 3. Necessary Seal on all three (3) copies.
-





City of South Bay
335 S.W. 2nd Avenue
South Bay, FL 33493
Attn: Leondrae Camel

October 9, 2020

Dear valued municipal partner,

As you are aware, during last legislative session, the Governor signed CS/House Bill 73, Environmental Regulation, adding a new subsection 22 to 403.706, F.S. that impacts each of us regarding residential recycling collection and processing. Specifically, the addition of new subsection 403.706 (22)(a) establishes a requirement that certain language be included in all new or renewed collection contracts between municipalities or counties and private waste haulers with the intended goal of reducing contamination in recycling. Attached, for your reference, please find a copy of CS/HB 73 Section 1 (Bill), (ATTACHMENT A) detailing the specific requirements.

The Solid Waste Authority of Palm Beach County (Authority) is the entity responsible for providing the county-wide recycling program, achieving the state-mandated recycling goals, and operating the Recovered Materials Processing Facility. As such, the Authority believes that, to help ensure a consistent county-wide program, it is in our collective best interest to provide our municipal partners with a common framework to be utilized in developing future procurement and/or contract renewal documents for private waste hauling services that comply with the new legislative requirements.

To that end we have revised our existing Interlocal Agreement (ILA) relative to the new requirements and we believe that the revised ILA contains the language that meets all of the requirements of the new law. We have also taken this opportunity to update the ILA to reflect current industry definitions and simplified the structure. There have been no substantive changes to the terms and conditions of the current ILA. Accordingly, attached please find the current draft of the revised ILA for your consideration (ATTACHMENT B).

As the future need arises for you to solicit new or renew existing waste collection contracts, as your solid waste and recycling partner, we strongly encourage you to review the attached Bill and address the specific requirements utilizing the language provided in the revised ILA or, alternately, include the revised ILA as an exhibit referencing the appropriate sections.

Additionally, and as another initiative to reduce inbound recycling contamination, we also recommend that for future bids, RFPs or collection contract renewals your municipality include specific language requiring a rear-load split-body compacting recycling vehicle with one



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•	•	•	•	•	•

10	10	10	10	10
10	10	10	10	10

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compartment dedicated to paper/fiber products and one compartment dedicated for other recovered materials (containers). It is our experience that this type of collection vehicle significantly reduces cross-contamination. We have attached our contract specification for the type of recycling collection vehicle for your reference and consideration (ATTACHMENT C).

Again, we thank you for our great partnership as we work together to serve our customers with the highest level of quality collection service possible. Should you have any questions or concerns please feel free to contact Mr. John Archambo at (561) 315-2010 or email at jarchambo@swa.org.

Sincerely,



Dan Pellowitz
Executive Director

Enclosure: ATTACHMENT A) CS/HB 73 Section I
ATTACHMENT B) Draft Revised ILA
ATTACHMENT C) SWA Haulers Agreement, Section 14 - Collection Vehicles



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ATTACHMENT A

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

1
2 An act relating to environmental regulation; amending
3 s. 403.706, F.S.; specifying requirements for
4 contracts between residential recycling collectors or
5 recovered materials processing facilities and counties
6 or municipalities for the collection or processing of
7 residential recycling material; providing that a
8 residential recycling collector or recovered materials
9 processing facility is not required to collect,
10 transport, or process contaminated recyclable material
11 except pursuant to specified contractual requirements
12 after a contract is executed; defining the term
13 "residential recycling collector"; providing
14 applicability; amending s. 403.813, F.S.; prohibiting
15 local governments from requiring further verification
16 from the Department of Environmental Protection for
17 certain projects; revising the types of dock and pier
18 replacements and repairs that are exempt from such
19 verification and certain permitting requirements;
20 providing an effective date.

21
22 Be It Enacted by the Legislature of the State of Florida:

23
24 Section 1. Subsection (22) of section 403.706, Florida
25 Statutes, is renumbered as subsection (23), and a new subsection



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3	10	4	14	4	12



F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

26 (22) is added to that section, to read:

27 403.706 Local government solid waste responsibilities.--

28 (22) (a) Each contract between a residential recycling
29 collector and a county or municipality for the collection or
30 transport of residential recyclable material, and each request
31 for proposal or other solicitation for the collection of
32 residential recyclable material, must include all of the
33 following:

34 1. The respective strategies and obligations of the county
35 or municipality and the residential recycling collector to
36 reduce the amount of contaminated recyclable material being
37 collected.

38 2. The procedures for identifying, documenting, managing,
39 and rejecting residential recycling containers, truck loads,
40 carts, or bins that contain contaminated recyclable material.

41 3. The remedies authorized to be used if a container,
42 cart, or bin contains contaminated recyclable material.

43 4. The education and enforcement measures that will be
44 used to reduce the amount of contaminated recyclable material.

45 5. A definition of the term "contaminated recyclable
46 material" that is appropriate for the local community.

47 (b) Each contract between a recovered materials processing
48 facility and a county or municipality for processing residential
49 recyclable material, and each request for proposal or other
50 solicitation for processing residential recyclable material,

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

51 must include all of the following:

52 1. The respective strategies and obligations of the county
53 or municipality and the facility to reduce the amount of
54 contaminated recyclable material being collected and processed.

55 2. The procedures for identifying, documenting, managing,
56 and rejecting residential recycling containers, truck loads,
57 carts, or bins that contain contaminated recyclable material.

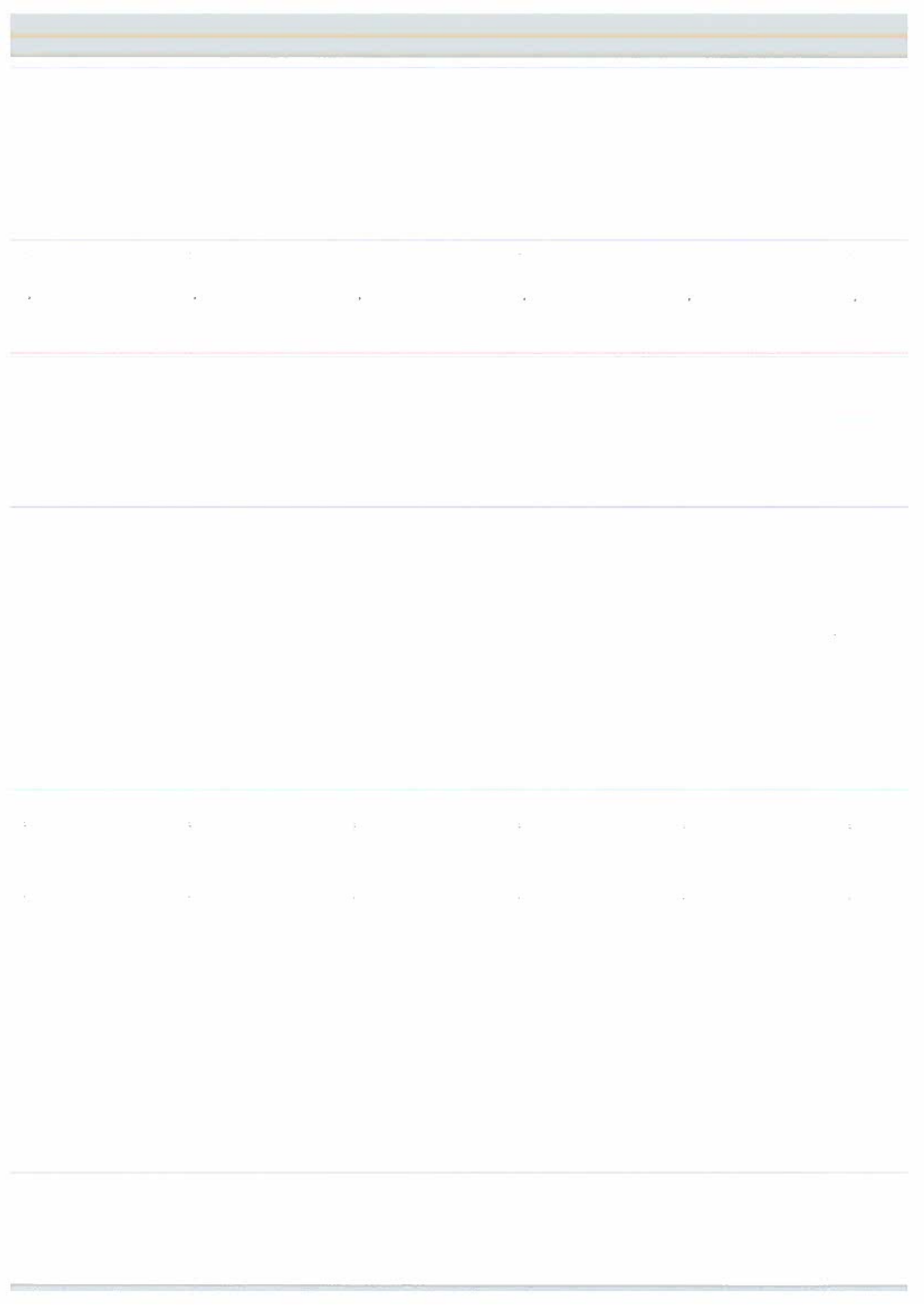
58 3. The remedies authorized to be used if a container or
59 truck load contains contaminated recyclable material.

60 4. A definition of the term "contaminated recyclable
61 material" that is appropriate for the local community.

62 (c) After a contract is executed, a residential recycling
63 collector is not required to collect or transport contaminated
64 recyclable material, except pursuant to a contract consistent
65 with paragraph (a). As used in this subsection, the term
66 "residential recycling collector" means a for-profit business
67 entity that collects and transports residential recyclable
68 material on behalf of a county or municipality.

69 (d) After a contract is executed, a recovered materials
70 processing facility is not required to process contaminated
71 recyclable material, except pursuant to a contract consistent
72 with paragraph (b).

73 (e) This subsection applies to each contract between a
74 municipality or county and a residential recycling collector or
75 recovered materials processing facility executed or renewed



F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

76 after October 1, 2020.

77 (f) This subsection applies only to the collection and
78 processing of material obtained from residential recycling
79 activities. As used in this subsection, the term "contaminated
80 recyclable material" refers only to recyclable material that is
81 comingled or mixed with solid waste or other nonhazardous
82 material. The term does not include contamination as that term
83 or a derivation of that term is used in chapter 376 and other
84 sections of chapter 403, including, but not limited to,
85 brownfield site cleanup, water quality remediation, drycleaning-
86 solvent-contaminated site cleanup, petroleum-contaminated site
87 cleanup, cattle dipping vat site cleanup, or other hazardous
88 waste remediation.

89 Section 2. Subsection (1) of section 403.813, Florida
90 Statutes, is amended to read:

91 403.813 Permits issued at district centers; exceptions.--

92 (1) A permit is not required under this chapter, chapter
93 373, chapter 61-691, Laws of Florida, or chapter 25214 or
94 chapter 25270, 1949, Laws of Florida, and a local government may
95 not require a person claiming this exception to provide further
96 department verification, for activities associated with the
97 following types of projects; however, except as otherwise
98 provided in this subsection, this subsection does not relieve an
99 applicant from any requirement to obtain permission to use or
100 occupy lands owned by the Board of Trustees of the Internal



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ATTACHMENT B

INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING RECYCLING PROGRAM

THIS Agreement, made and entered into this ____ day of _____, 20__ by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **CITY OF _____**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; as amended, and

WHEREAS, the CITY desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; as amended, and

WHEREAS, in addition, the CITY provides for the collection of solid waste from the residents and businesses and residential recyclable materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

WHEREAS, the CITY wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the CITY together with the Authority recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the CITY, its constituents and the Authority, it is agreed as follows:

1. The above recitals are true and correct and incorporated into the body of this Agreement as if fully set forth herein.
2. Definitions:
Acceptable Load – Any load of otherwise Designated Recyclables that contains no Prohibited Material and a maximum of 12% Contamination in total, or the Container component contains no Prohibited Material and a maximum of 12% Contamination and



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the Fiber component contains no Prohibited Material and a maximum of 5% Contamination.

Acceptable Material – Designated Recyclables as defined herein.

Combined-Haul City – A municipality that has contracted with a Private Hauler that also services other municipal or unincorporated areas within Palm Beach County to collect and deliver Residential Recovered Materials to the Authority.

Containers – Includes aluminum cans, aseptic containers, gable-topped containers, glass bottles and jars (green, brown and clear), and plastic containers #1 - #7 (except Styrofoam).

Contaminated Recyclable Material – Any Recyclable Material that does not conform to the standards for Acceptable Loads.

Contamination – Any material not included in the definition of Designated Recyclables.

Corrugated Cardboard – Containers having liners of either test liner, jute, or kraft.

Designated Facility – The Authority's Recovered Materials Processing Facility (RMPF), the Authority's transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) designated by the Authority or any other sites designated by the Authority for recycling. The Authority reserves the right to add or delete approved facilities with reasonable notice.

Designated Recyclables – Fiber and Containers as defined herein or other materials as the Authority may designate.

Equivalent Residential Unit (ERU) – Single-Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal 0.75 ERUs.

Fiber – Includes newspapers (including inserts), magazines and catalogs, phone books, Corrugated Cardboard, Mixed Paper, Sorted White Ledger, Sorted Office Paper, and kraft bags.

Mixed Paper – A mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel paper.

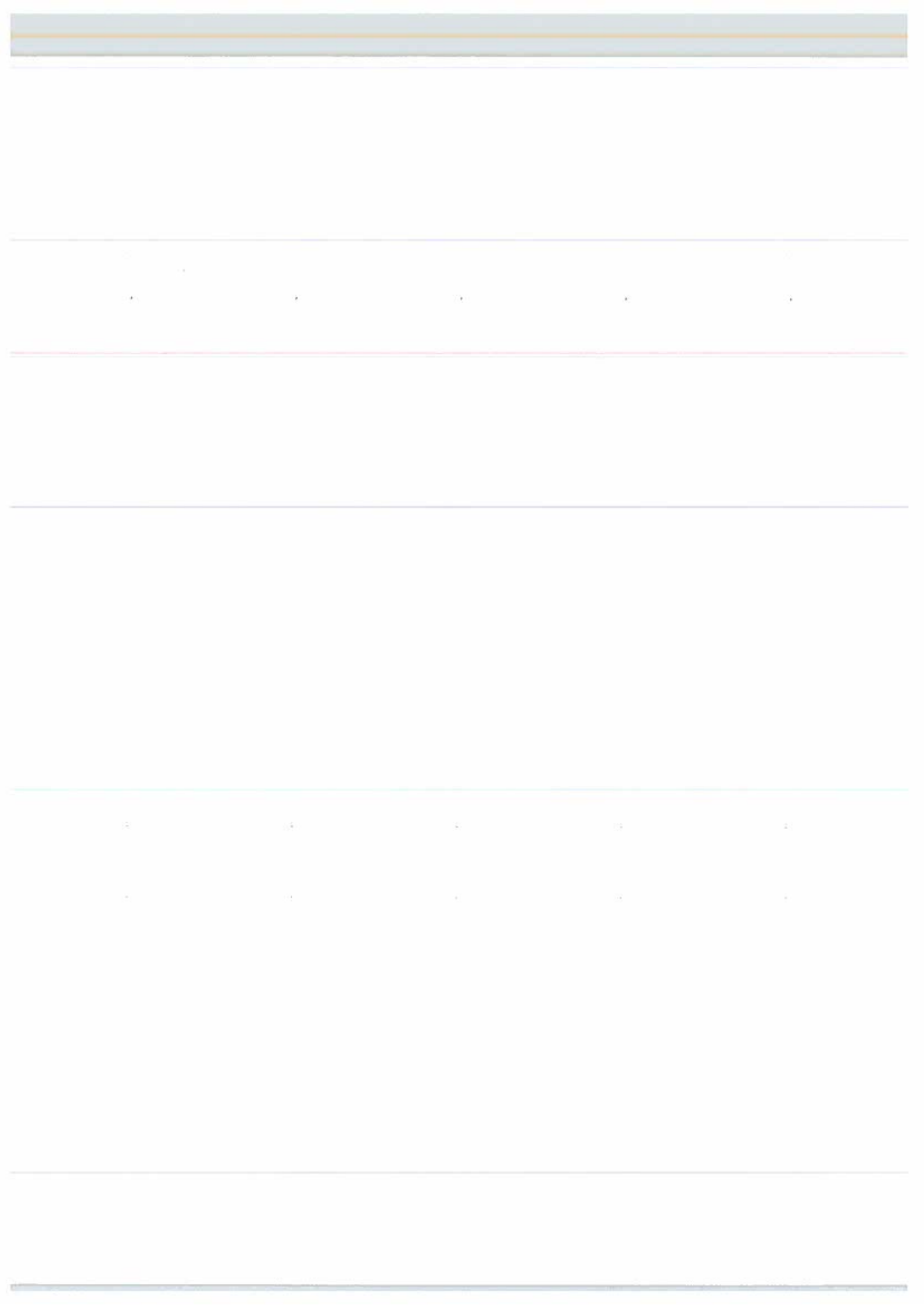
Municipal Solid Waste or MSW – Garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

Net Revenue – Residential Recovered Materials Revenue minus Processing Cost.

Private Hauler – Any for-profit person or entity providing collection of solid waste and/or recyclables for hire on a routine basis within the municipality.

Processing Cost – The sum(s) due and payable to the contract operator of the RMPF by the Authority.

Prohibited Material – Hazardous, medical or biological waste.



Public/Self Hauler – The municipality providing the collection of solid waste and recyclables using their own resources rather than using the hauling services of a Private Hauler.

Recovered Materials Processing Facility (RMPF) – A facility owned by the Authority that processes Recyclable Material.

Recyclable Material – Includes Containers and Fiber.

Residential Recovered Materials Revenue – Total earned revenue from the sale of designated Residential Recovered Materials.

Residential Recovered Materials – Designated Recyclables collected from residential units less Unacceptable Materials and Prohibited Materials delivered to Designated Facilities.

Self-Haul City – A municipality that collects its own Residential Recovered Materials and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

Sorted Office Paper – Office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.

Sorted White Ledger – White ledger or computer printout paper.

Unacceptable Load – Any load of Designated Material delivered to a Designated Facility that is deemed not an Acceptable Load as defined herein.

Unacceptable Material – Any material other than Acceptable Material and Prohibited Material.

3. The purpose of this Agreement is to set forth the terms and conditions for the delivery of Municipal Solid Waste (MSW) to Designated Facilities and for the operation of a recycling program between the Authority and the CITY which upon execution by both parties shall automatically rescind the current **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.
4. The CITY agrees that all MSW and Designated Recyclables collected by or on behalf of the CITY shall be disposed of at a Designated Facility in accordance with this Agreement.
5. The CITY agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the CITY's MSW and Designated Recyclables are being delivered to a Designated Facility.



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6. The Authority agrees to pay the CITY a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the CITY on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. The Net Revenues to be shared will consist of the Residential Recovered Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage to set the program price to be paid for the quarter. The Net Revenue distribution formula will be based on the number and type of residential units serviced by the CITY in relation to the total number of these units for all municipalities participating in this program or on the actual amount delivered for municipalities that haul their own material. Each participating municipality will either be classified as a Self-Haul City or a Combined-Haul City. Self-Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to a Designated Facility. Combined-Haul Cities will share the balance of those net revenues based upon the proportion of their total ERUs serviced in comparison to the total ERUs serviced for all Combined-Hauler Cities in Palm Beach County.

7. The Authority agrees to maintain its Designated Facilities to ensure adequate capacity for the CITY's waste and residential recyclables to operate within all applicable local, state and federal environmental guidelines.

8. Collection of Designated Recyclables

A. Residential

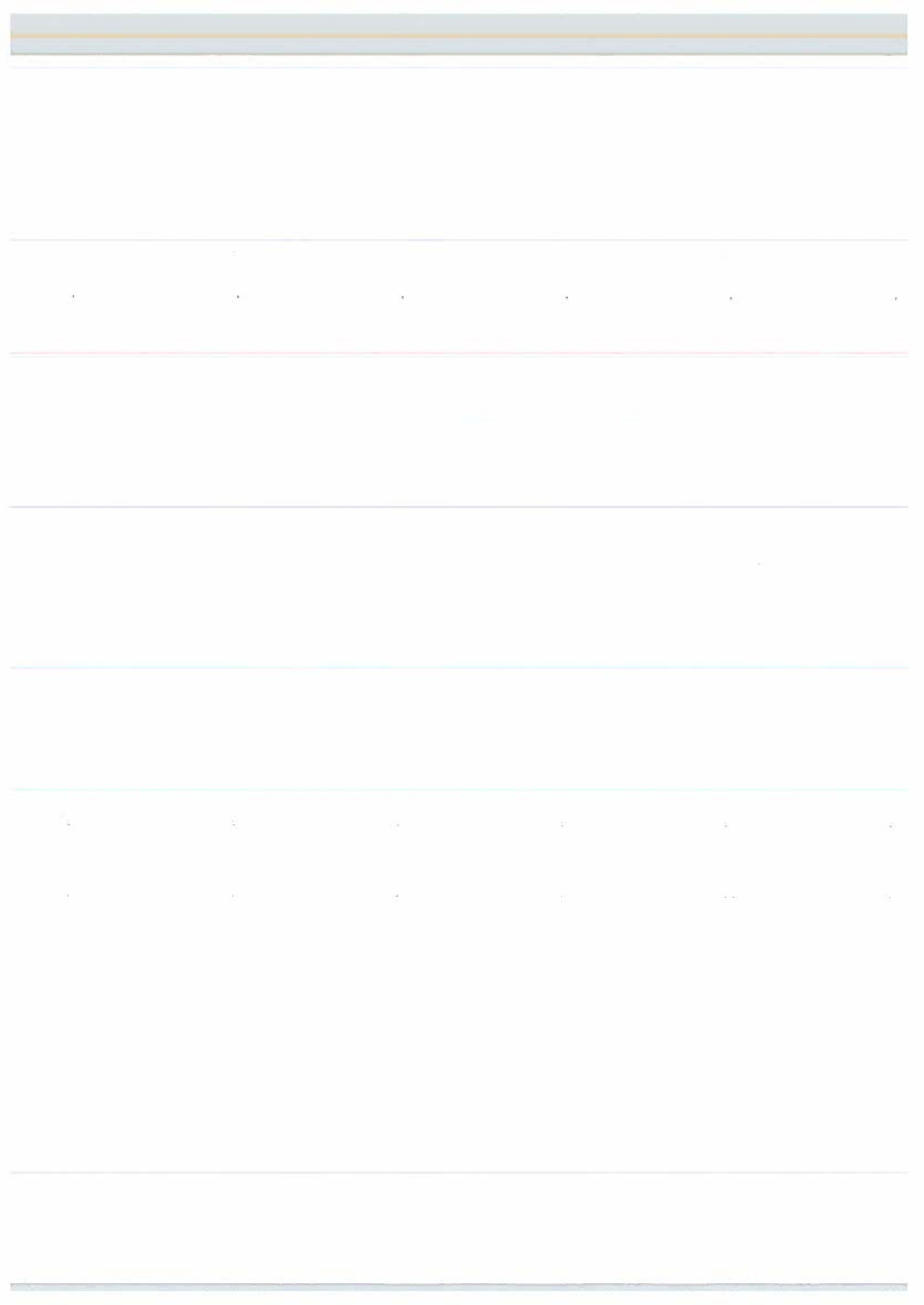
Individual residents/homeowners shall be encouraged by the CITY to separate their MSW into recyclables and non-recyclables. Each residential unit or combination of units will receive from the Authority the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

Corrugated Cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated Cardboard.

The Authority retains the right to modify the manner in which materials are set out for collection with reasonable notice to the CITY. Notice for a substantial change in collection method shall be no less than one year.

B. Commercial

Individual businesses shall be encouraged by the CITY to separate their MSW into two categories: recyclable and non-recyclable. Businesses contracting for services will arrange with their service provider to receive one or more containers into which Recyclable Material may be deposited. Acceptable Materials for commercial recycling shall include: Containers, Corrugated Cardboard, Sorted White Ledger,



Mixed Paper, Sorted Office Paper, and any other materials agreed to in writing by the CITY and the Authority.

The Authority reserves the right to add or delete allowable Designated Recyclables and when doing so will provide the City with reasonable notice to make those changes.

9. Commercial Recycling Revenue Share

As a further incentive for the CITY to actively pursue commercial recycling, the Authority and the CITY may enter into a separate agreement to provide for payment to the CITY for all Acceptable Loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the Authority.

10. Transportation and Equipment

The CITY shall be responsible for having collected Designated Recyclables transported to a Designated Facility as defined herein. The Authority or its contractor shall receive, process, dispose of and/or recover all Designated Recyclables delivered by or on behalf of the CITY, at no charge to the CITY, except for Unacceptable Loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

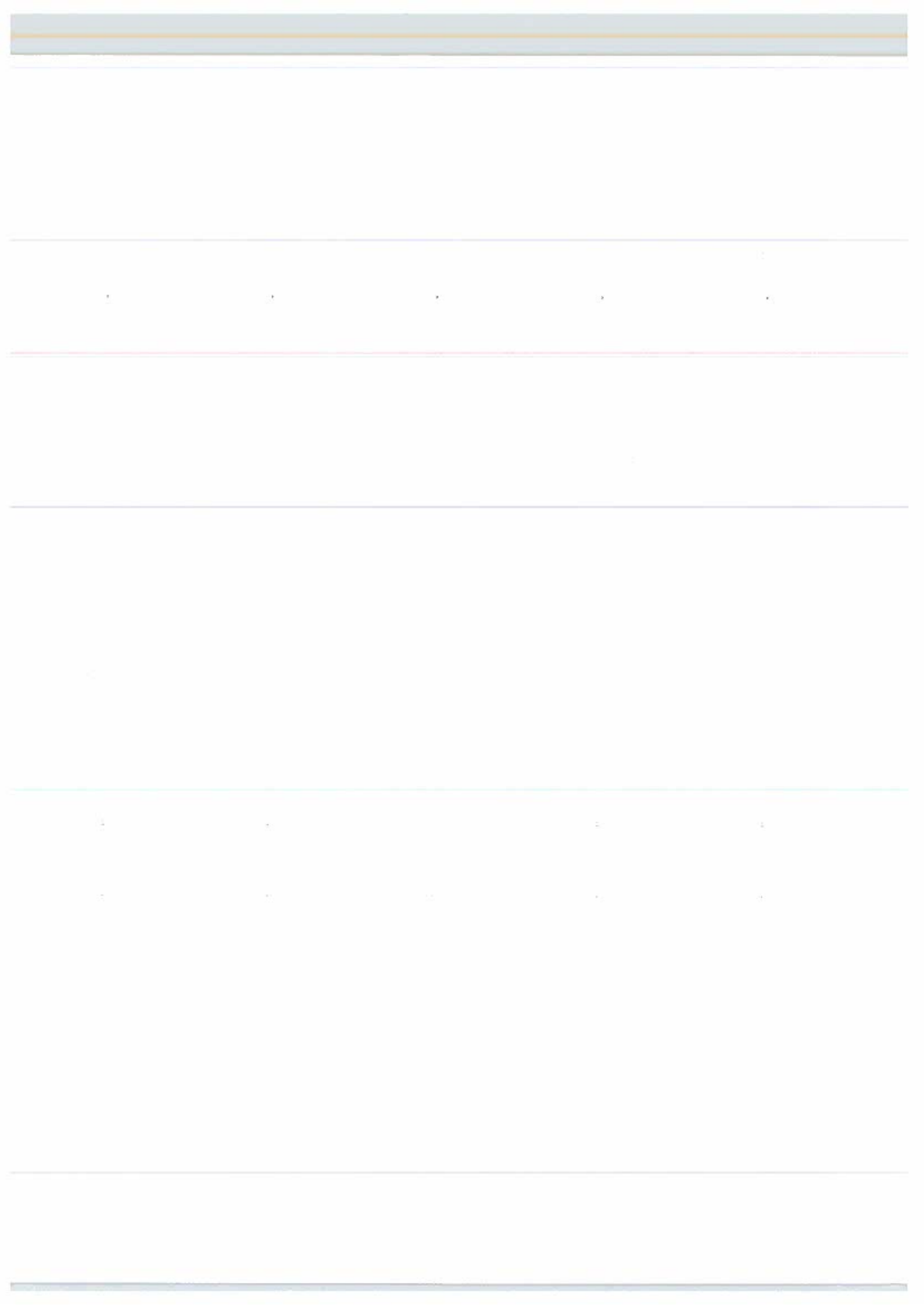
11. Improperly Prepared and Sorted Recyclable Materials

When a collector's crew encounters improperly prepared and sorted materials or non-recyclable items, they must follow this procedure:

- A. The collector shall pick up all Designated Recyclables except for Contaminated Recyclable Material or those which cannot be safely retrieved from the reusable containers. Improperly prepared and sorted materials or contamination will be left in the reusable containers or temporarily removed and returned to the reusable containers. The collector shall leave an Authority and/or CITY approved form on the material or in the container. The form will notify the resident or business that material has not been properly sorted, and will provide contact information for the CITY or Authority recycling coordinator for further information. Upon request of the CITY, the Authority will provide rejection procedure training for the route drivers. The Authority and the CITY will consult and evaluate the extent of the need for such training, which shall be provided by the Authority.

As a means of strengthening the CITY's ability to have its collector fulfill the CITY's recycling needs, the CITY agrees to notify the Authority when preparing the CITY's future Request for Proposals or Bid for collection services.

- B. It shall be the responsibility of the CITY or its Private Hauler to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem



persists, the CITY shall notify the Authority, who shall then assist the CITY in resolving the problem.

12. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. It is the CITY's responsibility to make sure it or its Private Hauler has equipment compatible to provide proper collection of these recycling containers without damage. The CITY or its Private Hauler shall be responsible for replacement of any recycling container(s) damaged during service at no cost to the Authority. The Authority reserves the right to add or delete different size containers and when doing so will provide the City with reasonable notice to make those changes.

13. Compliance with Zoning Ordinances

Any transfer, processing, disposal and/or storage of Municipal Solid Waste and Recyclable Materials shall be undertaken at a Designated Facility that complies with all local zoning ordinances and any other applicable local and state statutes, ordinances, and regulations.

The CITY further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

14. Delivery of Unacceptable Loads

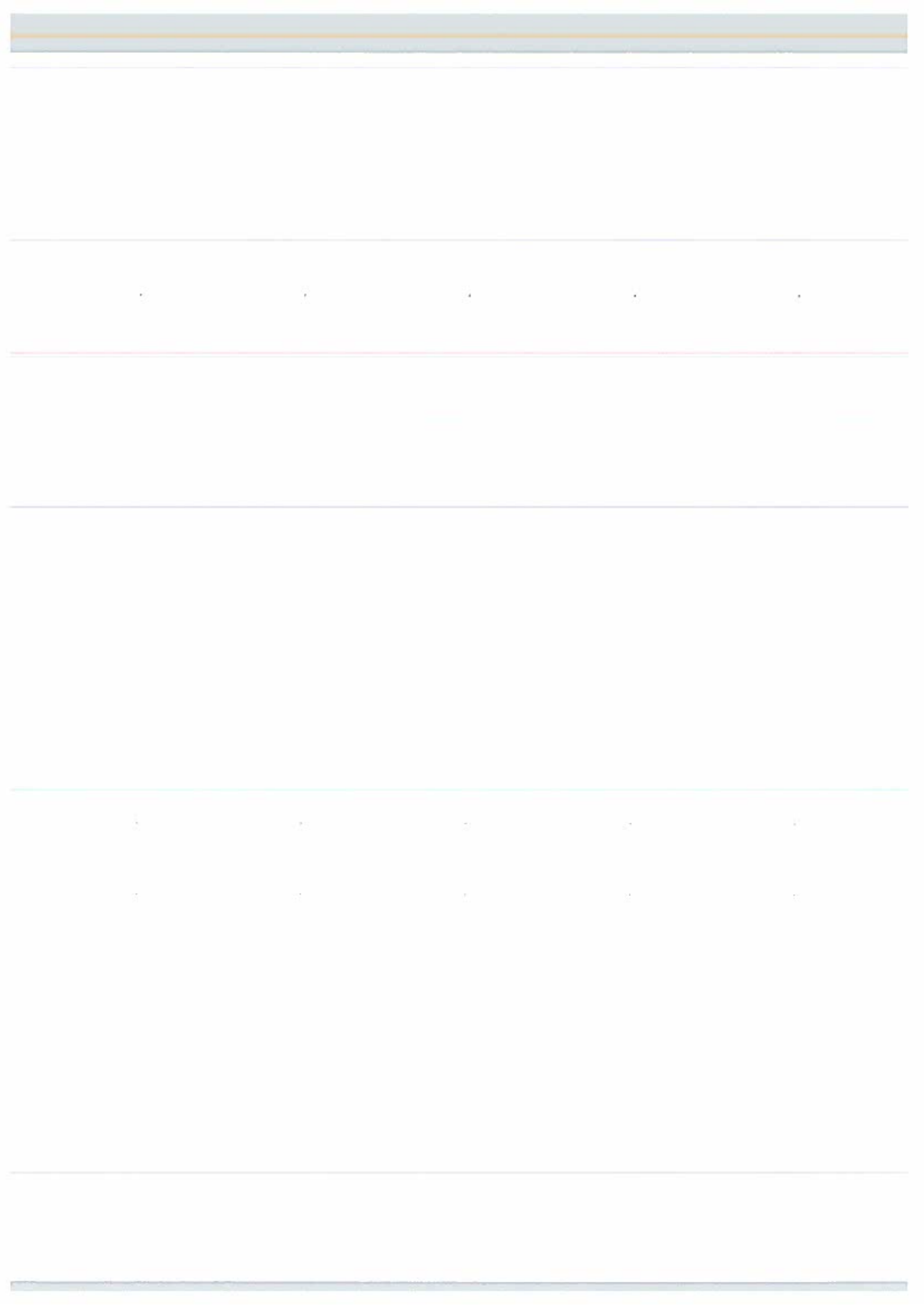
If the City delivers a load of Designated Recyclables that is deemed to be an Unacceptable Load, the CITY or its Private Hauler will be charged the actual disposal cost for any rejected load due to Contamination or equipment failure. The Authority will notify the CITY or its contractor immediately of an Unacceptable Load. If the problem of Unacceptable Loads persists (more than two times in a month), the Authority may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the CITY.

15. Promotion and Education Responsibilities

The Authority will provide recycling containers and assist in promoting and educating residents within the CITY in an effort to increase recyclable tonnages and reduce Contamination.

16. Delivery of Designated Recyclables

The CITY agrees that it shall require that all Designated Recyclables separated from the normal Municipal Solid Waste stream that are collected by or on behalf of the CITY be delivered to Designated Facilities as defined herein. The CITY will take such action as is



necessary and available to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the CITY.

17. Term

This Agreement shall begin on the later of its effective date or October 1, 2020, and continue through the following September 30th and shall automatically be renewed for successive annual periods. Either party may terminate this Agreement on any October 1st by delivering written notice received by the other party prior to the preceding May 1st. The Authority will continue to provide the necessary recycling containers and ongoing education and advertising as provided in this Agreement. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

18. Change in Law

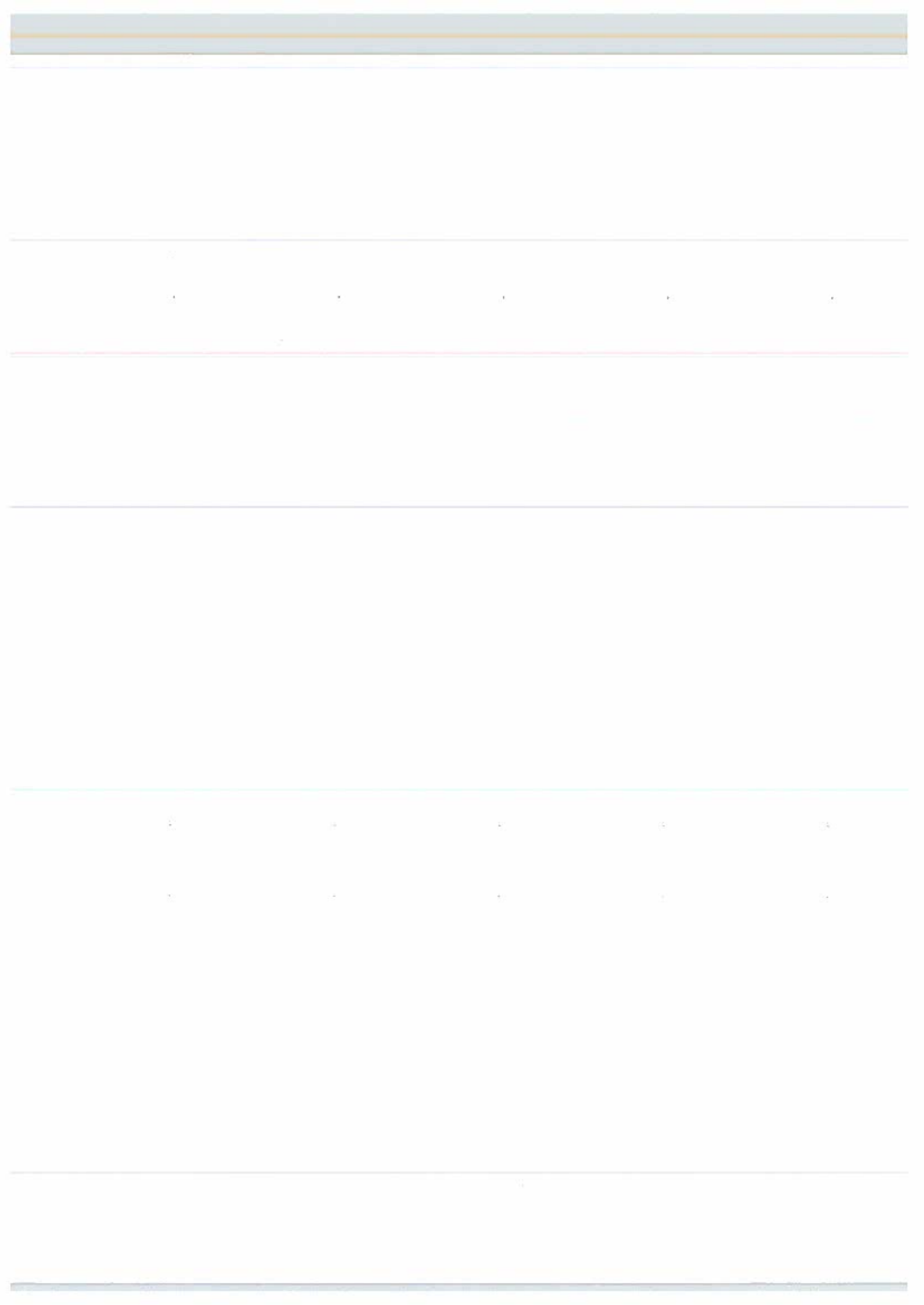
In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

19. Notices

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the Authority:	For the CITY:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	

20. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.



IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written:

WITNESSES:

As to the Authority:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

Daniel Pellowitz, Executive Director

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY**

General Counsel to the Authority

Sandra J. Vassalotti, Clerk to the Authority

Date: _____

Date: _____

(Affix SWA Seal)

ATTEST:

As to the CITY:

(Affix Municipal Seal)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

CITY

Date: _____



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ATTACHMENT C

SWA Haulers Agreement Excerpt

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.



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RESOLUTION NO. 48-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, as required by Section 200.065, Florida Statutes, the City Commission of the City of South Bay held a public hearing on September 24, 2019 to adopt the annual budget for fiscal year 2019-2020; and

WHEREAS, on September 24, 2019, the City Commission adopted Resolution 41-2019 setting forth the appropriations for General Fund Budget estimated for the Fiscal Year 2019-2020 in the amount of Two Million One Hundred Forty-Nine Thousand Eight Hundred Sixty-Six Dollars (\$2,149,866.00); and Water and Sewer Fund estimated total sum of One Hundred Fifty-Six Thousand Dollars (\$156,000.00); and Sanitation Fund estimated total sum of Seven Hundred-Eight Thousand Seven Hundred Fifty Dollars (\$708,750.00); and

WHEREAS, on May 19, 2020, the City Commission adopted Resolution 18-2020 setting forth the appropriations for Amendment General Fund Budget estimated for the Fiscal Year 2019-2020 in the amount of Two Million Four Hundred Fifty-Two Thousand One Hundred Sixteen Dollars (\$2,452,116.00); and

WHEREAS, in amending the budget, it is further necessary to recognize additional expenses as follows: an increase of \$7,700.00 in Legislative Department for Salary and Travel Expenses (101), \$3,200.00 Salary in City Manager Department (111) ; an increase of \$17,500.00 for Professional Services in Non-Department in (191); an increase of \$3,000.00 Salary in (311) Community Development Department; an increase of \$14,200.00 in (811) Public Works Department; total of \$45,600; and decrease of \$(3,600.00) Travel Expense in City Manager (111); a decrease of (\$19,500.00) Professional Services in Planning & Zoning Department (151); a decrease of (\$17,500.00) in Contingency in Non Departmental (191); and a decrease of (\$5,000.00) professional Services in Community Development Department (311), total of decrease in amount of (\$45,600.00). The appropriations are described in budget amendment #3 as attached hereto as Exhibit "A".

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

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

Section 2. Amendment of Budget. The City of South Bay, Florida hereby amends fiscal year Budget beginning October 1, 2019 and ending September 30, 2020 as set forth herein to recognize a supplemental appropriation to the General Fund budget in the General Fund Budget bringing the total amount to Two Million Four Hundred Fifty-Two Thousand One Hundred Sixteen Dollars (\$2,452,116.00). The appropriations are described in amendment #3 to the budget worksheet attached hereto as Exhibit "A".

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

PASSED and ADOPTED this 17th day of November 2020.

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)

Type of Budget Adjustment

Department	Intra-Department Transfer	X
	Inter-Department Transfer	X
	Supplemental Appropriation	

Account Description Expenses	Fund	Dept.	Account	Adopted Budget	Total Current Expenditures to Date	Available Budget	Increase (Decrease)	Adjusted Budget
Salary	001	101	512100	43,500	47,125	(3,625)	3,700	47,200
Travel & Per Diem	001	101	540100	20,000	23,778	(3,778)	4,000	24,000
Salary	001	111	512100	163,178	166,311	(3,133)	3,200	166,378
Travel & Per Diem	001	111	540100	10,500	6,810	3,690	(3,600)	6,900
Professional Services	001	151	531300	45,000	24,603	20,397	(19,500)	25,500
Professional Services	001	191	531300	62,545	79,923	(17,378)	17,500	80,045
Contingency	001	191	599000	32,000	14,064	17,936	(17,500)	14,500
Salary	001	311	512100	93,435	96,086	(2,651)	3,000	96,435
Professional Services	001	311	531300	10,000	2,850	7,150	(5,000)	5,000
Salary	001	811	512100	250,997	256,010	(5,013)	5,200	256,197
Mosquito Control	001	811	553100	17,000	25,837	(8,837)	9,000	26,000
Total Increase (Decrease)				748,155	743,397	4,758	-	748,155
Total Decrease				-	-	-	-	-
Account Description	Fund	Dept.	Account	Adopted Budget	Total Current Expenditures to Date	Available Budget	Increase	Adjusted Budget

To amend 2019-2020 annual budget in Legislative Dept for salary and travel expenses in amount of \$7,700, salary in City manager Dept. in amount of \$3,200, Professional fees in Non Departmental in amount of \$17,500; (\$10,000 for Meridian Point Consulting and \$7,000 for Cardno Grant services), Salary in Community Development Dept. in amount of \$3,000, Salary in Public Works Department in amount of \$5,200 and \$9,000 for mosquito control, total of \$45,600 by inter/intra transfers from travel expense in City manager department in amount of \$3,600, \$19,500 from professional Services in Planning & Zoning, \$17,500 from Contingency fund in Non departmental and \$5,000 from professional Services in Community Development Department total in amount of \$45,600.

Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Approved

City Manager

Date

Date

Date

Approved by City Commission
 Meeting of

RESOLUTION NO. 49-2020

**A RESOLUTION OF THE CITY COMMISSION
FOR THE CITY OF SOUTH BAY, FLORIDA,
SHOWING SUPPORT FOR NON-
DISCRIMINATION WITHIN THE CITY AND ALL
OTHER ACTIVITIES PROMOTED OR
SPONSORED BY THE CITY OF SOUTH BAY;
PROVIDING AN EFFECTIVE DATE**

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution; Section 166.021, Florida Statutes and Section 1-3 of the City of South Bay Charter authorizes the City Commission to provide and maintain for the citizens of the City, standards which will ensure their health, wealth, and well-being; and

WHEREAS, there are explicit federal statutory protections that currently address discrimination on the basis of race, color, national origin, sex, disability, but not sexual orientation or gender identity; and

WHEREAS, education regarding Lesbian, Gay, Bisexual and Transgender ("LGBTQ") issues increases understanding and cultivates acceptance of and respect for the LGBTQ community; and

WHEREAS, the City Commission desires to show its support for non-discrimination in all of its affairs and activities; and

WHEREAS, the City Commission finds that passage of this resolution is in the best interest of the citizens and residents of City of South Bay.

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. **Support for Non-Discrimination within the City.** The City Commission for the City of South Bay hereby shows its support for non-discrimination, of all kinds, within the City of South Bay.

Section 3. **Intent of Resolution.** The South Bay City Commission desires to communicate its intent to secure for its citizens freedom from discrimination on

the basis of race, color, military status, religion, sex, national origin, age, citizenship, disability, familial status, pregnancy, marital status, genetic information, sexual orientation or gender identity or expression, and thereby desires to express that it will protect their interest in personal dignity; to make available to the City their full productive capacities; to secure the City against domestic strife and unrest; to preserve the public safety, health and general welfare; and to promote the interests, rights and privileges of individuals within the City. The City Commission also desires to adopt this resolution confirming federal, state and local laws.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 17th day of November 2020.

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)



Please respond to:

400 North Flagler Drive, #1402
West Palm Beach, Florida 33401
(561) 358-0105
rand-hoch@usa.net

MEMORANDUM (via e-mail)

Rand Hoch
President and Founder
WEST PALM BEACH

Meredith Ockman
Vice President
WELLINGTON

Daniel S. Hall
Treasurer
WEST PALM BEACH

Rae Franks
Secretary
WEST PALM BEACH

Carly Cass
CHICAGO

Janiece N. Davis
WEST PALM BEACH

Hutch Floyd
LAKE CLARKE SHORES

Jamie T. Foreman
LAKE WORTH BEACH

Michael Duquette Fowler
PALM BEACH GARDENS

G. Joseph Garcia
WELLINGTON

Chauncey Graham
WEST PALM BEACH

Jasmin Lewis
RIVIERA BEACH

Tamara Sager
WEST PALM BEACH

J. P. Sasser
PANORAMA

W. Trent Steele
HOBE SOUND

Rhonda Williams
JUPLITER

P.O. Box 267
WEST PALM BEACH
Florida 33402
561.586.0203

pbchrc@aol.com
www.pbchrc.org

To: Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza McKelvin
Commissioner John Wilson

From: Judge Rand Hoch (retired), President and Founder
Jasmin K. Lewis, Board Member

Re: Proposed South Bay Civil Rights Ordinance

Date: October 13, 2020

The Palm Beach County Human Rights Council (PBCHRC) is Florida's oldest, independent, non-partisan, political organization dedicated to ending discrimination based on sexual orientation and gender identity or expression. Over the past three decades, PBCHRC has been responsible for the implementation of more than 145 laws and policies providing equal protections, rights, and benefits for LGBTQ individuals, nontraditional families, people of color, other minorities, and women.

PBCHRC recognizes that Black people, some of whom are LGBTQ, are systematically oppressed. We stand together with Black Lives Matter, which was founded by three women, Alicia Garza, Patrisse Cullors, and Opal Tometi, two of whom identify as LGBTQ. The movement has always put LGBTQ voices at the center of the conversation. However, PBCHRC acknowledges that while our work has benefitted both the LGBTQ and Black residents of South Bay, as an organization, we have not done enough to align our missions with work for racial justice. With this letter, we publicly state our support in a unified way.

At PBCHRC's request over the years, municipal civil rights ordinances have been enacted by elected officials in Boynton Beach, Delray Beach, Greenacres, Haverhill, Juno Beach, Lake Worth Beach, North Palm Beach, Ocean Ridge, Riviera Beach, West Palm Beach, Wellington, and Westlake. All of the ordinances address discrimination based on race, color, national origin, religion, sex, gender identity or expression, genetic information, sexual orientation, disability, marital status, pregnancy, familial status, and age.

The Palm Beach County Human Rights Council is dedicated to ending discrimination based on sexual orientation, gender identity, and gender expression. The Council promotes equality through education, advocacy, direct action, impact litigation and community outreach.

A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll free within the state. Registration does not imply endorsement, approval, or recommendation by the state. PBCHRC'S Registration Number is CH46406. To obtain registration information, you may consult the website or call 800-435-7352

South Bay Mayor and City Commission

October 13, 2020

Page two –

On June 15, 2020, the United State Supreme Court, in *Bostock v. Clayton County Georgia*, 140 S.Ct. 1731 (2020), ruled that sexual orientation and gender identity are protected classes under Title VII of the Civil Rights Act of 1964. This was a historic victory for LGBTQ-Americans.

In light of *Bostok* and our nation's belated interest in Black Lives Matter, the Palm Beach County Human Rights Council requests the South Bay City Commission to consider enacting the South Bay Civil Rights Ordinance to inform South Bay residents that discrimination is prohibited and direct them where to seek redress in the event discrimination occurs within the city. Attached is a copy of the Riviera Beach Civil Rights Ordinance along with the backup. It was enacted on Final Reading on October 7, 2020 and we hope that South Bay will use it as a model.

While the ordinance that PBCHRC is requesting the City to enact makes a comprehensive nondiscrimination statement, it does not require the City to take on any legal or financial responsibility. All of the existing local municipal civil rights ordinances – with the exception of the comprehensive West Pam Beach ordinance -- specifically provide that enforcement is to be done in accordance with the specific laws listed therein. So, charges of discrimination by South Bay residents would be filed with the County's Office of Equal Opportunity, the Florida Commission on Human Relations and/or the EEOC. (By the way, people who prevail in claims before those agencies are entitled to awards of attorneys' fees and costs. In contrast, there is no provision for attorneys and costs in any of the local municipal ordinances.)

It is PBCHRC's hope that the South Bay City Commission will promptly enact the South Bay Civil Rights Ordinance.

Please feel free to contact me directly should you have any questions.

Thank you, stay safe, and keep healthy.

Copies w/attachment (via e-mail) to: City Manager Leondrae D. Camel
City Attorney Burnadette Norris-Weeks
PBCHRC Board of Directors

RESOLUTION NO. 50-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, DECLARING EMERGENCY REGULATIONS RELATED TO CERTAIN PUBLIC MEETINGS DURING THE COVID-19 STATE OF EMERGENCY; AUTHORIZING THE CITY MANAGER TO ARRANGE FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND ADVISORY BOARD ATTENDANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Novel Coronavirus Disease 2019 (COVID-19) is a contagious disease that has the apparent ability to spread rapidly among humans and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of South Bay; and

WHEREAS, on March 9, 2020, the Governor Ron DeSantis issued Executive Order number 20-52 which declared a State of Emergency for the State of Florida due to COVID-19; and

WHEREAS, Governor DeSantis' Executive Order 20-52 contained a recommendation to limit public gatherings; and

WHEREAS, Executive Order number 20-52 was extended by Executive Orders 20-114; 20-166, 20-192; 20-213 and Executive Order 20-276, which was entered on November 3, 2020 and is effective for a period of sixty days; and

WHEREAS, on March 19, 2020, the City of South Bay took similar action declaring a local State of Emergency pursuant to Section 2-300 of the City's Code of Ordinances; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-69

which suspended any Florida Statute that requires a quorum to be present in person or that requires a local government body to meet at a specific public place, and further permits local government bodies to utilize communications media technology such as telephonic and video conferencing, as provided in Section 120.54(5)(b)(2), Florida Statutes. Emergency Order 20-69 was extended on several occasions reflecting the continued state of emergency and threat to the public when gathering to attend public meetings, but it has now expired; and

WHEREAS, Section 4(D) of Governor DeSantis' Executive Order 20-52 expressly authorizes local governments to take whatever prudent action is necessary to ensure the health, safety and welfare of the community in accordance with Section 252.38, Florida Statutes, which necessarily would include holding virtual public meetings; and

WHEREAS, Chapter 252, Florida Statutes, in part, confers upon the City emergency powers in order to protect the public peace, health, and safety; and to preserve the lives and property of the people of the state; and to "make, amend and rescind such orders and rules as are necessary for emergency management purposes and to supplement the carrying out of the provisions of ss. 252.31-252.90, but which are not inconsistent with any others or rules adopted by the division." Section 252.46(1), Florida Statutes; and

WHEREAS, in accordance with Section 252.38(3) and 252.46, Florida Statutes in the event of a state of emergency the City is empowered to make and issue rules for reasons of health and safety; and

WHEREAS, no statute, Charter provision, or ordinance provides that the City

Commission must physically be present at the same place to hold a City Commission meeting or an advisory board meeting; and

WHEREAS, the City also possesses broad home rule powers that authorize it to protect the public health, safety and welfare, declare emergencies and protect its citizens; and

WHEREAS, the City possesses the necessary communication media technology to allow for public participation during city commission meetings remotely; and

WHEREAS, the City possesses the necessary communication media technology to conduct advisory board meetings remotely, while fully complying with the provisions of the Sunshine law and allowing for public participation; and

WHEREAS, as recognized by Attorney General Opinion (AGO) 2020-03, there are no statutes that expressly define "present" or the "presence" of a quorum as requiring physical attendance; and

WHEREAS, there have been more than 17,000 deaths reported in the State of Florida due to COVID-19, with more than 844,000 confirmed cases as reported by the Florida Division of Emergency Management; and

WHEREAS, Palm Beach, Broward and Miami-Dade Counties, have been most impacted by the COVID-19 pandemic and the infection rate is rapidly climbing in South Florida. The City Commission is acutely aware that provisions must be made to ensure that the business of the City can occur without unnecessarily exposing public officials, City personnel or members of the public to a risk of infection while also ensuring public access and open government; and

WHEREAS, the City Commission desires to approve the attached Declaration of Emergency Regulations, See, attached Exhibit "A".

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. Pursuant to the City's Charter and Code of Ordinances, the home rule authority of the City Commission, Chapter 252, Florida Statutes, Section 4D of Governor DeSantis' Executive Order 20-52, and based upon the Legislative Findings set forth in the above-stated recitals, the City Manager is hereby authorized, during a declared public health emergency, to arrange for all Advisory Boards and Committees to utilize communications media technology. Such meetings shall be planned and conducted in consultation with the City Attorney's Office to ensure, to the extent practicable, substantial compliance with Section 286.001, Florida Statutes, "Florida's Sunshine Law."

SECTION 3. The City Manager is hereby authorized to extend the powers of the Declaration of Emergency Regulations, set forth in Exhibit "A", consistent with Section 252.38, Florida Statutes and until such time as this Resolution is repealed by the City Commission.

SECTION 4. Pursuant to its home rule powers, Chapter 252, Florida Statutes, Section 4 D of Governor DeSantis' Executive Order 20-52, and based upon the Legislative Findings set forth in the above-stated recitals, the City Commission of the City of South Bay hereby confirms and declares that a public health emergency exists requiring immediate action by

the City Commission. By virtue of the threat to public health and safety and by virtue of the threat to the City's financial health and home rule powers, it is necessary for the City to implement regulations set forth in Exhibit "A".

SECTION 5. This Resolution shall take effect upon the adoption by the City Commission.

PASSED this ____ day of _____ 2020.

Joe Kyles, Mayor

ATTEST:

Natalie Malone, City Clerk

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

Burnadette Norris-Weeks, 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)

EMERGENCY ORDER No. 1
LOCAL EMERGENCY MEASURES
EXHIBIT "A" to RESOLUTION 50-2020

WHEREAS, on March 9, 2020, Florida Governor Ron DeSantis promulgated Executive Order 20-52 and declared a State of Emergency in Florida in response to COVID-19; and

WHEREAS, Section 4(D) of Governor DeSantis' Executive Order 20-52 expressly authorizes local governments to take whatever prudent action is necessary to ensure the health, safety and welfare of the community in accordance with Section 252.38, Florida Statutes, which necessarily would include holding virtual public meetings; and

WHEREAS, COVID-19 is a natural emergency whose increasing effects are being felt within the City of South Bay and that on account thereof, there is reason to believe that the virus will continue to spread; and

WHEREAS, On March 13, 2020, the Palm Beach County Commission declared a local State of Emergency due to the threat of COVID-19; and

WHEREAS, on March 19, 2020, the City of South Bay, declared a Local State of Emergency for the City of South Bay due to the threat of COVID-19; and

WHEREAS, the Center for Disease Control ("CDC") is predicting that it is "likely" that "widespread transmission" of COVID-19 will continue to occur within the United States as the number of cases continues to rise nationwide; and

WHEREAS, the City Commission of South Bay ("City") now desires to confirm a Declaration of Emergency and invoke the City's Charter, Code of Ordinances, home rule authority, Chapter 252, Florida Statutes, Section 4D of Governor DeSantis' Executive Order 20-52 and well as the above-stated recitals, to permit the City Manager to arrange for public participation to take place through the utilization of communication media technology, such as telephonic and video conferencing, as provided by Section 120.54 (5)(b)(2), Florida Statutes and to allow for advisory boards of the City to meet through communication media technology.

NOW, THEREFORE, the City Commission of the City of South Bay, County of Palm Beach, State of Florida, acting under the authority granted to municipalities by Florida Statutes Sections 252.38, Executive Order Number 20-52 promulgated by Governor Ron DeSantis on March 9, 2020, as amended, and by City of South Bay Code of Ordinances Section 2-300, by relevant sections of the Palm Beach County Code of Ordinances, orders and resolution as imposed upon the City of

South Bay, by prior City of South Bay relevant Resolutions, Local Emergency Measures statutorily granted hereby **ORDERS** and promulgates the following Local Emergency Measures for the City of South Bay, *effective immediately*:

DO HEREBY ORDER AND DECLARE

Section 1. Public Meetings

- A. There remains a significant risk of infection of COVID-19 in generally holding public “in-person” meetings.
- B. It is in the best interests of the City that the public be permitted to attend all City of South Bay public meetings through the utilization of communications media technology, as provided in Section 120.54(5)(b)(2), Florida Statutes. This authorization to participate in meetings using communication media technology shall extend to City personnel, independent contractors, and residents of the City during the currently declared State of Emergency related to COVID-19.
- C. All public meetings of City advisory boards, quasi-judicial boards, where applicable, committees working groups may be conducted and held without the presence of an in-person quorum so long as any meetings strictly adhere to any and all other requirements under the Florida Constitution and Florida’s Government in the Sunshine Laws, including Chapter 286, Florida Statutes and utilize communications media technology, as provided in Section 120.54(5)(b)(2), Florida Statutes. Such communications media technology must allow for advisory board members to hear and talk to one another and for the public and to have an opportunity to participate and review materials or exhibits that would be presented during the meeting.

Section 2. Applicability, Enforcement and Reauthorization by City Manager

- A. This Declaration repeals any portions of previously issued declarations of emergency that are in conflict.
- B. The regulations set forth in this Declaration applies only to City of South Bay government and is limited to the matters set forth herein.
- C. This authorization is limited in nature and is pursuant to the home rule authority of the City Commission, Chapter 252, Florida Statutes, Section 4 D of Governor DeSantis’ Executive Order 20-52, and based upon a declared public health emergency and the Legislative Findings set forth herein to permit the City Manager to: 1) arrange for the public to participate; 2) arrange for the City Advisory Boards and Committees to meet electronically; 3) extend

technology options to City personnel and independent contractors during the currently declared State of Emergency related to COVID-19; 4) promulgate rules of procedure that will ensure compliance with the Sunshine Law; and 5) provide technology and administrative support as necessary to fulfill these objectives.

- D. Meetings may only be conducted without the physical presence of a quorum of the City Boards and Committees during a state of emergency if:
- 1) the meeting is properly noticed; (2) minutes are taken; (3) the public is permitted to attend via technology such as teleconferencing.
- E. Until such time that this resolution is repealed, the City Manager is hereby authorized to extend the powers of this Declaration of Emergency Regulations, consistent with Section 252.38, Florida Statutes.
- F. All requirements and directives contained in this Local Emergency Measure, as well as all active Palm Beach County Emergency Orders and all Executive Orders issued by Florida Governor Ron DeSantis, shall be strictly adhered to at all times and enforceable pursuant to the City of South Bay Charter and Code of Ordinances and Section 252.50, Florida Statutes.

Joe Kyles, Mayor

Date

ATTEST:

Natalie Malone, City Clerk



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
- Natalie Malone
City Clerk
- Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
 Affirmative Action Employer"

To: Honorable Mayor and Commissioners
 From: Massih Saadatmand, Finance Director
 Thru: Mr. Leondrae Camel, City Manager
 Date: November 12, 2020
 Ref: Weekly check register

Enclosed, please find the summary of check register as of November 12, 2020:

General Fund

• Utility:			
	T- Mobil	\$	688.58
	Comcast		1,279.84
	PBCW Utility		1,570.17
	FPL		5,986.60
•	CAP Government		1,690.00
•	Bank of America		2,032.91
•	PBC Sheriff		18,657.42
•	Marathon		1,516.82
•	Clarke		2,638.51
•	United Health		8,691.46
•	Coastal network		1,500.00
•	Ford		1,768.20
•	Purchased of supplies, materials and parts		1,991.31
•	Payment for various services		5,843.35
•	Payroll deductions		5,210.55
•	Other		3,761.15
	Total	\$	64,826.87

Capital Project

R&D Paving LLC	\$	144,375.10
CAP Government/Engineering		1,680.00
	\$	30,242.50

Sanitation

Waste Management		35,814.72
Total	\$	35,814.72

AP Check Register Report

City Of South Bay (CSBFND)

10/15/2020 10:29:46 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12907	COMCAST	COMCAST	10/15/2020	122.16	
12908	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	10/15/2020	178.00	E
12909	EVERGLADES TRADING	EVERGLADES TRADING	10/15/2020	80.00	A
12910	JIM HOOKS WELDING IN	JIM HOOKS WELDING INC.	10/15/2020	190.00	B
12911	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	10/15/2020	496.69	L
12912	LAWNMOWER HEADQUA	LAWNMOWER HEADQUARTER	10/15/2020	187.76	A
12913	MED EXPRESS	DWIC OF TAMPA BAY, INC.	10/15/2020	49.00	D
12914	PERFORMANCE NAPA	PERFORMANCE NAPA	10/15/2020	170.19	A
12915	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	10/15/2020	50.00	E
12916	THE PALM BEACH POST	PBN REMITTANCE ADDRESS	10/15/2020	2,204.17	L
12917	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	10/15/2020	189.98	A
12918	VRC	VRC	10/15/2020	346.32	B
12919	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	10/15/2020	83.99	A
12920	XEROX CORP	XEROX CORPORATION	10/15/2020	340.27	B
Non-Electronic Transactions:				4,688.53	
Total Transactions:				4,688.53	

AP Check Register Report

City Of South Bay (CSBFND)

10/15/2020 1:54:10 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12921	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	10/15/2020	18,657.42
Non-Electronic Transactions:				18,657.42
Total Transactions:				18,657.42

AP Check Register Report

City Of South Bay (CSBFND)

10/21/2020 11:02:15 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12922	BANK OF AMERICA, NA	BANK OF AMERICA	10/21/2020	2,032.91
12923	CAP GOVERNMENT	CAP GOVERNMENT	10/21/2020	1,690.00
12924	COMCAST BUSINESS	COMCAST	10/21/2020	662.19
12925	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	10/21/2020	90.00
12926	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	10/21/2020	198.94
12927	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	10/21/2020	250.00
12928	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	10/21/2020	46.28
Non-Electronic Transactions :				4,970.32
Total Transactions :				4,970.32

AP Check Register Report

City Of South Bay (CSBFND)

10/29/2020 9:58:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12929	AFLAC	AFLAC	10/29/2020	1,540.85	C
12930	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	10/29/2020	17.95	A
12931	CLARKE	CLARKE	10/29/2020	1,597.23	
12932	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	10/29/2020	1,626.21	C
12933	COMCAST	COMCAST	10/29/2020	213.40	
12934	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	10/29/2020	149.30	A
12935	FEDERAL EXPRESS	FEDERAL EXPRESS	10/29/2020	19.51	B
12936	FLORIDA ASSOCIATION3	FLORIDA ASSOCIATION OF CODE	10/29/2020	50.00	C
12937	FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	10/29/2020	899.74	
12938	IAMAW	IAMAW	10/29/2020	354.00	C
12939	LAKE HARDWARE	LAKE HARDWARE	10/29/2020	59.42	/
12940	LIBERTY NATIONAL	LIBERTY NATIONAL	10/29/2020	497.43	C
12941	MUTUAL OF OMAHA	MUTUAL OF OMAHA	10/29/2020	308.45	I
12942	MY DOCTOR	MARTIN T. HARLAND DO	10/29/2020	50.00	J
12943	NATIONAL LEAGUE OF C	NATIONAL LEAGUE OF CITIES	10/29/2020	849.00	J
12944	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	10/29/2020	1,570.17	
12945	PERFORMANCE NAPA	PERFORMANCE NAPA	10/29/2020	201.67	/
12946	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	10/29/2020	236.00	F
12947	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	10/29/2020	793.25	C
12948	ST. JUDE PLACE	ST. JUDE PLACE	10/29/2020	40.00	J
12949	TOWN OF LANTANA	TOWN OF LANTANA	10/29/2020	1,000.00	J
12950	UNITED HEALTH CARE	UHS PREMIUM BILLING	10/29/2020	8,691.46	
12951	WALMART COMMUNITY	WAL-MART COMMUNITY	10/29/2020	19.64	A
Non-Electronic Transactions:				21,178.73	
Total Transactions:				21,178.73	

AP Check Register Report

City Of South Bay (CSBFND)

11/05/2020 10:57:42 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12952	ALLY	ALLY	11/05/2020	725.70
12953	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	11/05/2020	1,365.70
12954	CLARKE	CLARKE	11/05/2020	641.23
12955	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	11/05/2020	1,500.00
12956	COMCAST	COMCAST	11/05/2020	282.09
12957	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	11/05/2020	149.30
12958	EVERGLADES TRADING	EVERGLADES TRADING	11/05/2020	60.00
12959	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	11/05/2020	868.46
12960	FPL	FPL	11/05/2020	5,936.60
12961	JOHN WILSON	JOHN WILSON	11/05/2020	39.00
12962	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	11/05/2020	954.00
12963	MARATHON/MEX BANK	WEX BANK	11/05/2020	1,516.82
12964	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	11/05/2020	108.81
12965	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	11/05/2020	39.97
12966	ROBBIE TIRE	ROBBIE TIRE	11/05/2020	18.69
12967	T-MOBILE	T-MOBILE	11/05/2020	638.53
12968	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	11/05/2020	236.92
Non-Electronic Transactions :				15,331.87
Total Transactions :				15,331.87

AP Check Register Report

City Of South Bay (CSBFND)

10/15/2020 3:08:25 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
200	R&D PAVING LLC	R&D PAVING LLC	10/15/2020	109,137.77
Non-Electronic Transactions:				109,137.77
Total Transactions:				109,137.77

AP Check Register Report

City Of South Bay (CSBFND)

10/21/2020 11:37:18 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
201	CAP GOVERNMENT	CAP GOVERNMENT	10/21/2020	1,680.00
202	R&D PAVING LLC	R&D PAVING LLC	10/21/2020	35,237.33
Non-Electronic Transactions:				36,917.33
Total Transactions:				36,917.33

AP Check Register Report
City Of South Bay (CSBFND)

11/06/2020 9:24:32 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
229	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	11/06/2020	29,050.64
Non-Electronic Transactions:				29,050.64
Total Transactions:				29,050.64

AP Check Register Report
City Of South Bay (CSBFND)

10/21/2020 12:02:11 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
228	WASTE MANAGEMENT	WASTE MANAGEMENT INC OF FLORIDA	10/21/2020	6,764.03
Non-Electronic Transactions:				6,764.08
Total Transactions:				6,764.08