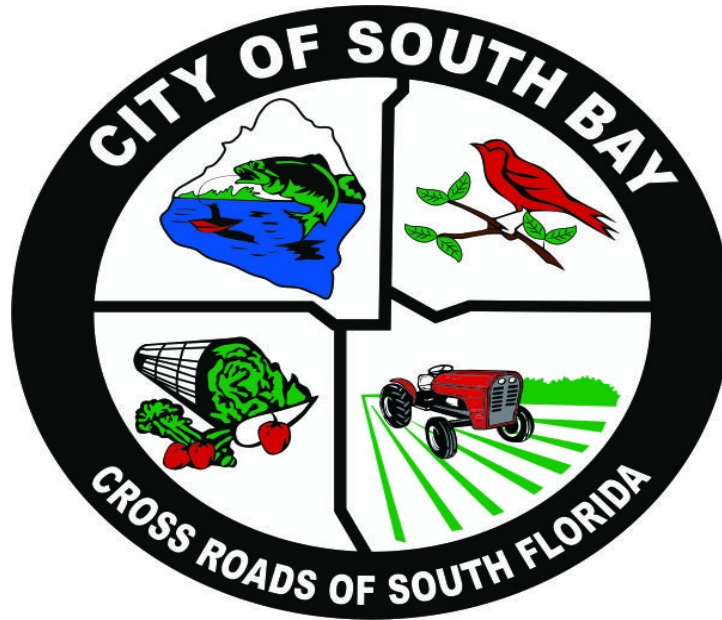




The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, APRIL 5, 2022

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- I. **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- II. **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- III. **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

CITY OF SOUTH BAY

CITY WORKSHOP AGENDA

CITY HALL CHAMBER

TUESDAY, APRIL 5, 2022

6:30 PM

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**
 - 3.a. Presentation:
Cassandra Paniagua
Florida Rural Legal Services
 - 3.b. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER

TUESDAY, APRIL 5, 2022

7:00 PM

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

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

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

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

2. DISCLOSURE OF VOTING CONFLICTS

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

3.a. Presentation to the Commission from
Legal Aid Society of Palm Beach County
Sylvia Sharps, Grants Management Coordinator

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.

5.a. Regular City Workshop and City Meeting
Approval of City Minutes –March 01, 2022

5.b. Regular City Workshop and City Meeting
Approval of Meeting Agenda -April 05, 2022

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

6.a. City Commission Annual Municipal Organization Meeting
Nomination And Appointment of Mayor
Nomination And Appointment of Vice Mayor
Nomination And Appointment of Treasurer

Motion to Retain City Clerk
Motion to Retain City Attorney

- 6.b. RESOLUTION NO. 11-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE CITY OF SOUTH BAY ACCOUNTING POLICY AND PROCEDURES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE
- 6.c. RESOLUTION NO. 12-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE PURCHASING POLICY AND PROCEDURES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE
- 6.d. RESOLUTION NO. 13-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR RENOVATION AND REPAIR OF BATHROOM REMODEL PROJECT BETWEEN TOTAL SOLUTION CONTRACTORS, INC. AND THE CITY OF SOUTH BAY AS AN EMERGENCY PURCHASE; PROVIDING FOR AN EFFECTIVE DATE
- 6.e. RESOLUTION NO. 14-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT FROM COLOME & ASSOCIATES, INC. PERTAINING TO THE COX PARK REHABILITATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

- 7. ORDINANCE**
- 8. ROSENWALD ELEMENTARY SCHOOL**
- 9. FINANCE REPORT**
- 9.a. Accounts Payable Report**
- 10. CITY CLERK REPORT**
- 11. CITY MANAGER REPORT**
- 12. CITY ATTORNEY REPORT**

13. FUTURE AGENDA ITEMS
14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER
15. ADJOURNMENT

Office Locations:

Lakeland
1321 E Memorial Blvd
Suite 101
Lakeland, FL 33801

Fort Pierce
121 North 2nd Street
4th Floor
Fort Pierce, FL 34950

Punta Gorda
512 E Grace Street
Suite 128 & 130
Punta Gorda, FL 33950

Fort Myers
3210 Cleveland Ave
Suite 101
Fort Myers, FL 33901

Immokalee
106 S 2nd Street
Immokalee, FL 34142

Belle Glade
136 S. Main Street, Suite C,
Belle Glade, FL 33430

Martin County Court House
Tuesdays and Thursdays Weekly
Suite B452, 4th Floor

Stuart
759 Federal Hwy, Suite 204B
Stuart, FL 34994

West Palm Beach Area
2051 Dr. Martin Luther King Jr. Blvd
Suite 101
Riviera Beach, FL 33404

Contact Us at:
1.888.582.3410
www.frls.org

Florida Rural Legal Services, Inc.



Millions of dollars in
benefits obtained for
our clients annually



7,000 individuals and
families served in 2017



More than 1,600 volunteer
hours logged each year

Pro Bono Contact Information

Carolyn Fabrizio • Director • Ext 7024
probono@frls.org

Revised April 2019



IMPACTING LIVES
PROTECTING FAMILIES
EDUCATING COMMUNITIES

About Us



Founded
in 1966

73 Employees
29 Attorneys



8 offices
in Florida

13 Counties
across FL



More than 39,000
individuals and families
served since 2012

Who We Serve



Migrant and
Seasonal Farmworkers



Low-Income Individuals
and Families

Senior Citizens

People with Disabilities

We Provide Free Legal

Services in these areas:

Housing • Family Law • Public Benefits
Individual Rights • Consumer Rights
Elder Law • Immigration • Education
Medical Services • Farm Worker Law
Labor and Employment • Domestic Violence
Victims of Crime • Violence Against Women

Connect with Us



Client Success Stories



MD, a 35-year-old unemployed woman with severe cognitive deficits, has been receiving SSI/SSDI since her alleged onset date in 2010. However, after meeting with the client, our attorneys suggested a psychological evaluation and a Vocational Rehabilitation program for job training. After the evaluation, it was determined that her disability was pre-dated 2010 awarding her \$152,688 in retroactive benefits. Now, MD is happily enrolled in supported employment through Goodwill Industries as a part-time cleaner.



LS, a senior citizen residing in Martin County, contacted FRLS for assistance obtaining reasonable accommodation at her condominium. Her paranoid schizophrenia was severely affecting her life, confining her to her home. Her doctor suggested adopting a pet, but she was struggling to obtain approval from the Condo Board. After FRLS negotiated with the Condo Board, LS was able to adopt Gigi, a 7-year-old rescue dog from the Humane Society.

2017 By the Numbers



7,862 Cases Closed
throughout the state



\$3,000,000 cumulative
benefits for our clients



Educated 20,000 people
about their legal rights

Support Our Cause:



Volunteer
with Us

Pro Bono
Work



Donate or Sponsor Us

Key Initiatives

1 Migrant Unit Work

The Migrant Unit specializes in helping migrant and seasonal farmworkers obtain fair pay and equal rights by providing legal defense in cases of victimization and discrimination by large agricultural companies.



2 Drive to Work Project

The Drive to Work Project serves low income residents of South Central Florida whose driver's licenses have been suspended or revoked simply because they are too poor to pay financial obligations to the courts.



3 Victim of Crime and Violence Against Women

Attorneys working with VOCA and VAWA represent victims of domestic violence and other crimes including the elderly, victims with disabilities, low english proficiency, and members of minority groups. FRLS is providing critically needed civil legal services in family law, custody, support, protection, immigration assistance, intervention with creditors, housing, insurance issues, return of property, and other legal consequences stemming from victimization.

Offices of Florida Rural Legal Services:

Lakeland

1321 E. Memorial Boulevard
Lakeland, Florida 33801
(863) 688-7376 • Fax (863) 683-7861
Toll Free Clients Only:
1-800-277-7680

Belle Glade

136 S. Main Street, Suite C, Belle Glade, FL 33430
(561) 993-0003 or 1 (800) 277-7680

Toll Free Clients Only:

1-888-993-0003

Fort Myers

3210 Cleveland Avenue, Suite 101
Fort Myers, Florida 33901
(239) 334-4554 • Fax (239) 334-3042
Toll Free Clients Only:
1-800-476-8937

Fort Pierce

121 North 2nd Street, 4th Floor
Fort Pierce, Florida 34950
(772) 466-4766 • Fax (772) 489-3176
Toll Free Clients Only:
1-888-582-3410

Immokalee

1-800-476-1837

Stuart

759 Federal Highway, Suite 204B
Stuart, Florida 34994
(772) 466-4766 ext 7028 • Fax (772) 489-3176

West Palm Beach Area

2051 Dr. Martin Luther King Jr. Blvd., Suite 101
Riviera Beach, Florida 33404
(561) 820-8902 • Fax (561) 820-8892
Toll Free Clients Only:
1-800-284-4588

Punta Gorda

1-800-476-8937

www.flrls.org

Administrative Offices

Fort Myers

(239) 334-4554 • Fax (239) 936-7038

Lakeland

(863) 688-7376 • Fax (863) 683-7969

Sponsored by:



**Florida Rural
Legal Services, Inc.**

LSC | America's Partner
for Equal Justice



"The Florida Bar Foundation, with Interest on Trust
Accounts Program funding, provides support to
Florida Rural Legal Services, Inc."



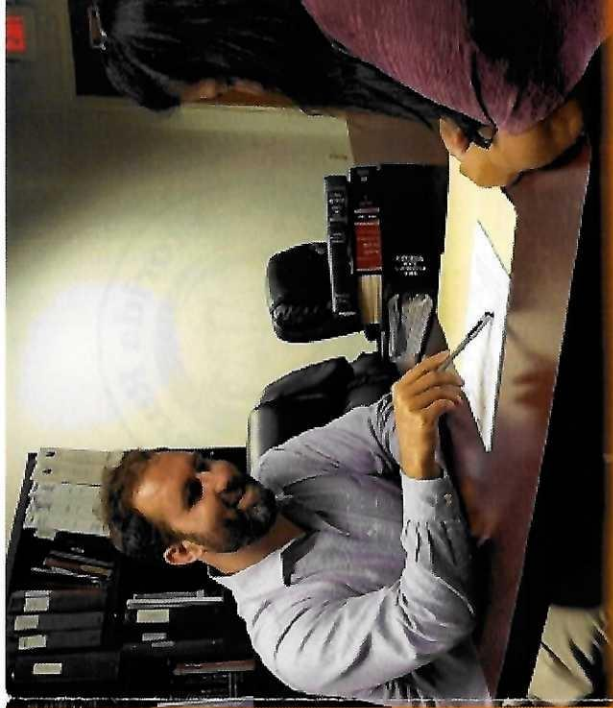
"Sponsored by Florida Rural Legal Services, Inc. (recipient) and
the State of Florida, Department of Elder Affairs" and
West Central Florida Agency on Aging, Inc."



"Sponsored by Florida Rural Legal Services, Inc., Area Agency on Aging
Palm Beach, Treasure Coast, Inc. (agency) and the State of Florida,
Department of Elder Affairs."



"Sponsored by Florida Rural Legal Services, Inc., AAA for Southwest
Florida, (agency) and the State of Florida,
Department of Elder Affairs."



Florida Rural Legal Services, Inc.
is a non-profit law firm
dedicated to providing
quality civil legal advice,
representation and education
for low income
people and communities.



**Florida Rural
Legal Services, Inc.**



ABOUT US

Florida Rural Legal Services, Inc. was founded in 1966 as a private, non-profit corporation. FRLS provides free civil legal assistance to indigent families and low-income elderly people in thirteen counties in South Central Florida. FRLS also provides legal assistance to migrant workers throughout the state of Florida.

Currently, FRLS has 8 offices, with a staff of 67 including 33 attorneys. FRLS helps clients with the following types of legal problems: Consumer, Employment, Unemployment Compensation, Public Benefits and Economic Stability, Housing, Elder Law Issues, Homeless Student Education Issues and Farm-Worker Law. We also provide services in such areas as Civil Rights and Family Law. Each year FRLS handles thousands of cases.

EXAMPLE OF CASES HANDLED

L.K. was beaten and sexually assaulted in a domestic violence incident. She sustained extensive injuries and was hospitalized. L.K. was emotionally scarred from the traumatic event. Her spouse was arrested and sentenced to prison. FRLS assisted L.K. in obtaining dissolution of the marriage and a new start.

K.O. was raising her granddaughter alone. After suffering a series of health issues she was no longer capable of working outside the home. K.O. had a hard time because she wanted to continue working but could not due to her limitations. She applied for disability benefits on her own and was denied. FRLS assisted K.O. at her appeal hearing and obtained a favorable ruling granting her disability benefits.

L.G. is a developmentally disabled young woman who has been in mental health facilities since she was a child. She had just turned 18 and was aging out of the system. She was losing her med waiver benefits that she desperately needed. FRLS represented her at a DCF hearing and she was able to obtain benefits as a disabled adult. These benefits ensured that she was able to stay in a safe mental health facility.

D.H. was arrested for a misdemeanor charge years ago when she was younger. She completed her court sanctions and turned her life around. Her criminal history was preventing her from obtaining employment. We assisted D.H. in obtaining an order of expunction of her criminal record and she was able to obtain employment.

N.T. had six children and was in an abusive relationship. FRLS assisted her in obtaining a dissolution of marriage where she received sole parental responsibility for the children and a child support order. Her children are now in a safe and stable environment.

Farm Worker Case – FRLS assisted 29 Haitian guest workers who had come legally to the United States to work as farm laborers. Despite their hard work, they were not paid the legal wages owed to them. They were also charged illegal transportation and recruitment fees. FRLS' Migrant Unit represented the farm workers and obtained an award of over \$60,000 in back wages and reimbursement for illegal fees.

SOME OF OUR ACCOMPLISHMENTS

In the past year we were able to achieve many good results for our clients. A partial list of some of the cumulative benefits obtained are listed below:

- Child support obtained/preserved \$282,691.00
- Spousal support obtained/preserved \$206,385.00
- Food stamp and other benefits \$176,314.00
- Social Security benefits \$540,198.00
- Unemployment Benefits \$282,855.00
- Wage garnishment avoided \$57,868.00

In 2015 our firm closed over 6349 cases for low-income families. We also provided free legal information and education on a wide range of topics to more than 11,000 people.

CLIENT SERVICES

Housing

Matters involving tenant's rights; home ownership and foreclosure defense; sub-standard housing; lockouts and utility shut-offs by landlords; housing discrimination; and eviction defense.

Labor and Employment

Issues including minimum wage and overtime claims; working conditions; retaliation; sexual harassment; and employee rights.

Education

Issues including securing students' rights; special education placement problems; and expulsions.

Civil Rights

Matters pertaining to rights for minorities, persons with disabilities and other constitutionally protected persons.

Family Security/Public Benefits

Includes unemployment insurance benefits; bankruptcy TANF (welfare) benefits; food stamps; Social Security, SSI, Medicaid, Medicare and health related issues such as access to medical services.

Elder Law

Our goal is to preserve the independence of seniors by assisting with issues involving health care, nursing home placement, Medicaid and end of life planning issues (power of attorney and health care surrogates).

Family Law Services

Please call the Florida Rural Legal Services office nearest you for more information.

Legal Help for Migrant Farm Workers

FRLS takes pride in its specialty unit of attorneys, Paralegals and Support staff available to assist migrant workers with legal issues throughout the State of Florida. The Unit currently consists of 3 attorneys, 3 paralegals and support staff all of whom have expertise in issues affecting farm workers and their families. The Unit's staff is fluent in Spanish and Haitian Creole.

FRLS provides services to farm workers in the areas of wages, worker protections, workers compensation, pesticide problems, housing, human trafficking, unemployment compensation and food stamps.

PRO BONO

Florida Rural Legal Services has a strong commitment to working with the private bar to ensure that as many individuals in need of assistance are able to have the best legal representation possible.

To that end FRLS encourages private attorneys to sign up with our Pro Bono Coordinators in the Ft. Myers, Ft. Pierce or Lakeland offices to offer your expertise by taking a case free of charge to the client or participating in a legal clinic. The clients are pre-screened by FRLS staff and out-of-pocket litigation costs are paid by FRLS.

If you wish to participate in our Pro Bono program call:

Anais Bimonte / Pro Bono Coordinator
Fort Myers, FL 33902 • (239) 334-4554, ext. 4131

Carolyn Fabrizio / Pro Bono Director
Fort Pierce, FL 34948 • (772) 466-4766, ext. 7024

Mary Daugherty / Pro Bono Coordinator
Lakeland, FL 33801 • (863) 688-7376, ext. 3018



WHO TO CONTACT

Florida Rural Legal Services, Inc.
"Access for Success" Project

136 S. Main St., Suite C.
Belle Glade, FL 33430

Telephone: 561-993-0003

Fax: 561-828-0546

Clients Only Toll Free: 888-582-3410

MISSION

Florida Rural Legal Services is a non-profit law firm dedicated to providing quality legal advice, representation and education for low income people and communities.

OUR VISION

Florida Rural Legal Services ensures equal access to justice through aggressive advocacy and community partnerships.

www.frls.org



**Florida Rural
Legal Services, Inc.**



Children's Services Council
PALM BEACH COUNTY

Expect Success



**"Empowering families
to empower themselves"**

through the

**"Access for
Success Project"**

Florida Rural Legal Services seeks to ensure that low-income and rural communities in Florida have access to Justice and the provision of basic human rights.

WHO WE ARE

Florida Rural Legal Services, Inc. was founded in 1966 as a private, non-profit corporation. FRLS provides free civil legal assistance to indigent families and low-income elderly people in thirteen counties in South Central Florida. FRLS also provides legal assistance to migrant workers throughout the state of Florida.

Currently, FRLS has 8 offices, with a staff of 67 including 33 attorneys specializing in Elder Law, Employment, Economic Stability, Housing and Farm-Worker Law. We also provide high quality services in such areas as Public Benefits, Civil Rights and Family Law. Each year FRLS handles thousands of cases.

“ACCESS FOR SUCCESS” PROJECT

The project in Belle Glade specifically targets the Glades area (Belle Glade, South Bay, Pahokee, Canal Point, and other Glades communities). It is funded through the Children’s Services Council of Palm Beach County.

WHO WE SERVE

The Access for Success Project of Florida Rural Legal Services provides free civil legal assistance to children, and to low income households with children, residing in the Glades area. If you qualify, we do not charge for our services but in some cases you may be asked to pay some court costs connected to your case.

WHAT CASES DOES THE ACCESS FOR SUCCESS PROJECT HANDLE?

The Belle Glade office handles cases in the following areas:

- Education Law issues
- Medicaid benefits for children and access to health care for children

- Disability benefits for children
- Family Law issues affecting children
- Housing issues affecting children
- Food Stamps and WIC benefits for children and for households with children

WHAT OTHER SERVICES DO WE PROVIDE?

The Access for Success Project also provides referrals to non-legal services and to other appropriate agencies providing services for children, services such as nutrition, education, parenting help, abuse and violence protection, mental health, child care, health care, or other social or financial issues. We help children and their families access needed services. We are also ready to provide legal education to client groups and to agencies that serve children.

HOW DO YOU KNOW IF WE CAN HELP YOU?

Call our office. Our client screener will ask you a few brief questions about the nature of your legal problem, your income and the income of other members of your household. The Managing Attorney will review your legal issues for merit. If you qualify for our services, you will be given an appointment with our attorney or paralegal to determine if we can assist you.

HOW DO WE WORK WITH CLIENTS?

Your legal problems will be discussed in privacy and kept confidential. You will be asked to participate in decisions concerning the handling of your case and we will keep you informed of the progress we are making. You have a right to courteous, professional service.



**“Empowering families to
empower themselves”**

CITY OF SOUTH BAY, FL
CITY WORKSHOP
CITY HALL CHAMBER
TUESDAY, MARCH 01, 2022
6:30PM

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther Berry
Commissioner John Wilson
Commissioner Taranza McKelvin at 6:53pm

Staff:

Natalie Malone, City Clerk
Leondrae Camel, City Manager
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director
Candice Cobb, Esq., City Attorney

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

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3.a. **Black History Month Presentation**
Mr. Camel, City Manager
 - 3.b. **Summary of City Manager Evaluation**
Vicky DelBosquez, Human Resources
 - 3.c. **Agenda Items**
4. **ADJOURNMENT at 6:58pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, MARCH 01, 2022
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on March 01, 2022 at 7:01 p.m.

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

Present:

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

Staff:

Natalie Malone, City Clerk
Leondrae Camel, City Manager
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director
Candice Cobb, Esq., City Attorney

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes)*
 - 3.a. **Problem Gambling Awareness Month**
 - 3.b. **Rosenwald Elementary School Report**
Mr. Hightower, School Principal
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 Commission. 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.

5.a. Regular City Workshop and City Meeting
Approval of City Minutes – February 15, 2022

5.b. Regular City Workshop and City Meeting
Approval of Meeting Agenda- March 01, 2022

ADDITIONS:

- Presentation and Proclamation 3.b.
Rosenwald Elementary School Report
- Resolutions 6.e.
City Manager Evaluation

Moved By: Commissioner McKelvin
Second By: Commissioner Berry

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

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

6.a. RESOLUTION 07-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING CHANGE ORDER REQUEST NO. 1, ATTACHED AS COMPOSITE EXHIBIT "A", RELATING TO THE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND R AND D PAVING, LLC FOR THE MILLING AND RESURFACING OF Page 5 of 1233 NW 1ST AVENUE AND NW 2ND STREET PROJECT; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard
Second By: Commissioner McKelvin

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

6.b. RESOLUTION NO. 08-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT GOVERNING USE OF PALM BEACH COUNTY REGIONAL OPIOD SETTLEMENT FUNDS; PROVIDING FOR AN EFFECTIVE DATE

**Moved By: Commissioner Wilson
Second By: Vice-Mayor Barnard**

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

6.c. RESOLUTION 09-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, SUPPORTING THE PALM BEACH TRANSPORTATION PLANNING AGENCY 2022 SAFETY TARGETS RESOLUTION; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

**Moved By: Commissioner McKelvin
Second By: Commissioner Berry**

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

6.d. RESOLUTION NO. 10-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN EMERGENCY PURCHASE AGREEMENT BETWEEN "2" S.B.W. & ASSOCIATES INC. AND THE CITY OF SOUTH BAY FOR SIDEWALK INSTALLATION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Wilson

Second By: Commissioner Berry

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

6.e. City Manager Evaluation Discussion

Motion made: In favor of \$20,000.00 increase for City Manager

Moved By: Vice Mayor Barnard

Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	NO
Commissioner McKelvin	NO
Commissioner Wilson	YES

7. ORDINANCE**8. ROSENWALD ELEMENTARY SCHOOL****9. FINANCE REPORT**

9.a. Accounts Payable Report- February 15, 2022

9.b. Accounts Payable Report- March 01, 2022

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

11.a. Park of Commerce

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Taranza McKelvin

- Thanks for coming out, have a great night

14.b. Commissioner John Wilson

- Property Concern
- Thanks for coming out, have a great night
- May God bless each and every one of you

14.b. Commissioner Esther Berry

- It's a pleasure to see everyone out
- Acknowledgments, condolences and sympathy to the Palmer family

14.c. Vice Mayor Betty Barnard:

- Thank you for coming out, hope to see you next time

14.d. Mayor Joe Kyles

- Ditto to what has been said
- Recent City events
- Thank you to everyone
- Acknowledgements
- May God bless each and every one of you

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 11-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE CITY OF SOUTH BAY ACCOUNTING POLICY AND PROCEDURES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 39-2013, the City Commission of the City of South Bay ("City Commission") adopted an Accounting Policy and Procedures; and

WHEREAS, the City Manager is requesting authority to amend the Accounting Policy and Procedures as set forth in Exhibit "A", attached hereto; and

WHEREAS, the City Commission desires to accept such amendments and finds that approval of the attached amendments would be in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to incorporate amendments, attached hereto as Exhibit "A", into the City of South Bay's Accounting Policy and Procedures and further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 5th day of April 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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





Formatted: Centered

City of South Bay

Accounting Policies and

Procedures Manual

Formatted: Font: 36 pt

Formatted: Font: 36 pt

Table of Contents

<u>Objective.....</u>	<u>3</u>
<u>General Accounting Procedures.....</u>	<u>4</u>
<u>General Ledger Activities.....</u>	<u>4</u>
<u>Cash Management Procedures.....</u>	<u>5</u>
<u>Cash Receipt.....</u>	<u>5</u>
<u>Grants and Contributions</u>	<u>6</u>
<u>Cash Disbursements.....</u>	<u>6</u>
<u>Petty Cash Disbursements.....</u>	<u>8</u>
<u>Invoice Approval.....</u>	<u>8</u>
<u>Long-Term Debt and Notes Payable.....</u>	<u>8</u>
<u>Payroll Procedures.....</u>	<u>9</u>
<u>Investments.....</u>	<u>10</u>
<u>Fiscal Policy.....</u>	<u>10</u>

Formatted: Left

OBJECTIVE

This manual sets forth the accounting procedures to be utilized in the City of South Bay's implementation of its new software, "Cougar Mountain" effective February 1, 2011, and to provide uniform standard procedures for City's operations and strengthen its internal accounting controls and procedures. This manual will serve as the official financial management and accounting procedures manual of the City of South Bay.

The Procedures Manual and the observance of these procedures are essential to safeguard the City's assets and practices. It is our goal to keep the City of South Bay a strong and viable operation, and this Manual is considered to be an important step in that direction.

Although this manual is set to implement the uniform standard procedures, the City's purchasing policies, fixed assets' policies, annual budget and employee's personnel handbook were adopted in separate resolutions or ordinances, and govern activities for these areas. Moreover, additional resolutions and ordinances such as travel and meal expenses were adopted separately by the City's Commission to strengthen the internal control and comply with State and federal regulatory requirements. These documents and resolutions are the component parts of the City's accounting policies and procedures.

The intention is to keep this manual up to date and its procedures and applications relevant to job responsibilities of the accounting department's staff.



Formatted: Left

GENERAL ACCOUNTING PROCEDURES

This section describes the overall accounting system designed for the City and the general ledger activities and procedures.

In accordance with generally accepted principles and governmental accounting standards, the City's general ledger is organized, operated and reported on a self-balancing fund accounting basis. The classifications of funds and chart of accounts are set based on the uniform accounting practices prescribed by State of Florida Statutes to ensure the use of proper accounting, financial reporting and fiscal management by the City.

As part of the accounting data processing control, accounting staff can only access to accounting modules through protected password and username. The finance director set up the password for authorized staff and applicable modules. This process provides adequate safeguards to prevent access by unauthorized users. Daily back up is performed at three levels, main computer (server), removable disk and remote by Cougar Mountain. The daily back up at these levels provides adequate sources for recovery of accounting data.

The annual budget is prepared and adopted on the same basis of governmental accounting. A budgetary control is established by management to ensure that expenditures do not exceed revenues.

In order to ensure the accuracy and integrity of the financial information system, the following controls have been established as a component of the accounting procedures set forth:

1. Subsidiary account details will be aggregated and reconciled to general ledger on regular basis (monthly)
2. Use of contra account for offsetting contra account such as allowance for doubtful accounts and reserve accounts to adjust historical cost to current level for financial reporting purpose.
3. Accounts will be established to capture and segregate operating and non-operating costs. In addition, separate accounts will be established for all federal and state funded projects.

GENERAL LEDGER ACTIVITIES

To ensure that all general ledger entries are current, accurate and complete:

- All entries will be made immediately after the underlying accounting event occurs and financial records and reporting are current.

—

— 2 —

•

- The finance director will authorized each transaction and entry in writing. Transactions include journal entries, budget adjustments, purchase orders, check requests and
- All entries will be supported by adequate documentation that clearly shows the justification and authorization for the transaction.
- Financial data and source document will be processed and entered in the accounting system from original documents (check request, purchase order, Accounts Payable/AP)
- All entries in the accounting system and modules (general ledger, accounts payable and disbursement, cash receipt and accounts receivable, purchase order) will be made from authorized form when it has been prepared by accounting staff.
- All posting in the accounting system required to be supported by proper documentation attached to voucher package and approved by finance director.
- Each transaction or posting (general ledger, cash receipt, AP, etc...) will be posted only in accounting system by a batch number which is created by accounting staff.
- All batches are required to be completed, processed and closed on daily basis.
- For non-recurring entries such as correction, accrual, non-cash transaction, will be prepared as accounting or underlying accounting event occurs.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: List Paragraph, Justified, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

The general ledger or accounting modules is not required to be closed on a monthly basis. However, the trial balance or other accounting reports will be prepared periodically to ensure the accuracy, timeliness and completeness of the accounting transactions, and also to reconcile with the general ledger control accounts and with subsidiary ledgers by designated employees.

The annual general close out will be performed at the finance director's discretion and after completion of the annual audit by the finance department.

CASH MANAGEMENT PROCEDURES

This section describes the procedures and controls for cash receipts, disbursements, grant income or reimbursements, petty cash, prepaid items and investments. The purpose of the cash receipt module is to ensure the completeness, accuracy and safeguard of the City's assets (cash) and revenues. It provides a centralized process, and direct integration with general ledger control accounts.

CASH RECEIPT – The access to the accounting modules is limited to designated accounting staff. When cash or check is collected for the charge of a service such as copy, permit, license and miscellaneous items, the fund is forwarded to the accounting department, and after entering

~~3~~

into the accounts receivable module, a receipt will be issued through the accounting module and a copy provided to the customer. All transactions have been defined in the accounts receivable module, and accounting staff only select the type of transaction in order to continue and complete the transaction and provide a receipt. After a receipt is generated by the finance department, the permit or license will be issued. If a check is received through the daily mail, the above process will be performed by the finance department and a receipt maintain in accounting department. The City prefers to receive all its revenues and related transactions in check form. However, because of the economic condition, the City also accepts cash payments from customers.

The cash receipt system automatically numbers each receipt in consecutive order with a six digit number (XXXXXX). The accounting module has the ability to reprint any cash receipt issued in the past. The daily cash receipt is required to be closed daily and reconciled with the total of the report or the batch.

The finance director generally usually opens the mail for the finance department.

Certain transaction such as notice of renewal of occupational licenses, or new occupational license are prepared and processed by the finance department. The control procedure has been setup through accounts receivable, and the accounting department is able to monitor licensing activities such as billing and collection through accounts receivable.

The monthly revenues such as various taxes and franchise fees from State and other sources are monitored by the finance director. These revenues are recorded by a journal entry since most are a direct deposit to the City's bank account.

The finance director is responsible for the preparation of monthly bank reconciliation because the daily transactions are performed by accounting staff.

Checks received by the finance department are endorsed immediately and a cash receipt will [be](#) prepared and posted in the general ledger. A photocopy of the check is made and attached to daily cash receipt. The check will be deposited daily, or by end of the next banking day.

The City does not maintain a central paying account. Several bank accounts have been established for each fund, and each fund may contain various bank accounts.

GRANTS AND CONTRIBUTIONS - To ensure that the City complies with federal and state requirements, donors, and properly account for all the funds received, a separate account or even fund may be established when the fund is received by the City. The nature and restriction of these funds will determine how these incomes should be maintained in the City's book.

-4-

The above cash receipt procedures are also applied to both City's grants and contributions income. In addition to the above procedures, the reconciliation between cash receipts and the grants budget are required in order to determine availability of the fund or the grant's balance. The City may maintain a separate bank account for a grant or contribution when the grantor or donor imposes such restriction. The revenues related to these funds, such as interest income, are posted to respective accounts.

Formatted: Normal, Justified

CASH DISBURSEMENTS

The City has adopted the procurement's policy in a separate resolution. This document governs the City's policy for the purchase of goods and services, and to ensure that the purchases are acquired at fair and reasonable price with highest personal standard, and in a very efficient manner with applicable law, regulation and payment.

The process for cash disbursement begins with control procedures for accounts payable to ensure that an invoice is processed and recorded with accuracy, proper authorization, and timely entry in to the accounts payable module and general ledger. The accounts payable staff verifies and matches the documentation such as invoice, purchase order and receiving report before entering into the accounts payable. The accounts payable staff reviews the invoice for any purchase discount, cut-off, and due date. In addition to the above steps, the accounts payable staff reviews the invoices for a proper annual budget. Monthly reviews of the actual vs. budget reports are conducted by the finance director and city manager for both revenues and expenses accounts on a monthly basis.

The reconciliation total of the subsidiary ledger and general ledger will be performed periodically to ensure the accuracy of accounts payable.

The finance department reviews the accounts payable on Friday of each week, and its director reviews the aged accounts payable and decides which invoices should be processed for payment.

Formatted: Tab stops: Not at 0.83" + 1.29"

Formatted: No underline

- Invoices are recorded based on a distribution sheet, and posted in the accounts payable module after review and approval by the finance director. (single invoice may be posted based on check request on AP module)
- Invoices are marked posted when they are entered in AP module.
- All the payments are required to have a check request form.
- Check request form is required to be completed and contains proper approval of department head, object code, vendor information, due date, description, and accompanied with supporting documents such as original invoice, purchase order, and receiving report, if applicable.

5-

- The disbursement must match against accounts payable.
- Checks are issued electronically through the AP module. (City uses electronic check signer which it has been customized for its AP).
- Check number is monitored by AP module.
- Dual signatures (authorized signature Mayor and Treasurer) print on all the checks by AP module.
- Invoices are marked paid when checks are issued.
- Check-s are mailed directly to payee.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.54" + Indent at: 0.79"

Formatted: List Paragraph, Left

Formatted: List Paragraph, Justified, Bulleted + Level: 1 + Aligned at: 0.54" + Indent at: 0.79"

Certain disbursements may be made by bank transfer and online payment such as payroll deductions. These payments are posted through journal entry in AP controlled accounts and bank account. The controls for recording these payments are the same as for cash disbursements.

PETTY CASH DISBURSMENT - Petty cash disbursement is not encouraged. However, to expedite the purchase of small items after department head authorization the petty cash may be utilized. Whenever possible, the purchaser should provide the vendor with a copy of the City's sales tax exemption certificate. Since the petty cash fund is limited to \$~~300~~500, the City encourages the use of petty cash for purchases of less than \$100.

The petty cash disbursement voucher must be completed and accompanied with a purchase receipt. Petty cash is mainly utilized with known vendors. The City may utilize store credit cards for purchases of small supplies and materials when it is possible. These cards have been approved by vendors for a tax exempt entity, and department's head must be approved the purchase before the request is forwarded to finance department. A special log is maintained by the finance department to track the use of the cards. The purchase receipts are reconciled with monthly statements before posting in the AP module.

Invoice Approval

- The Finance Director and the City Manager shall be responsible for -final approval of -all invoices after they are processed and they shall further ensure that there is proper supporting documentation for invoices. In the absence of the City Manager, the City Clerk shall have the authority to approve final invoices under the same terms and conditions as the City Manager.
- Credit Memos:
 - A credit memo shall be coded to the same account number and project code as the original charge.

Formatted: Font: (Default) Times New Roman

Formatted: Justified, Indent: Left: 0.29", Right: 0.35", Bulleted + Level: 1 + Aligned at: 0.54" + Indent at: 0.79"

Formatted: Font: (Default) Times New Roman, 14 pt, Underline, Condensed by 0.3 pt

LONG-TERM DEBT AND NOTES PAYABLE

To ensure that long-term debt and notes are properly authorized and payments made on time, the annual budget is projected for cash flow and payment of these liabilities. Appropriation includes capital outlay, capital lease, and financing of City projects. These liabilities are issued after authorization by the City Commission and they are recorded in the minutes.

Formatted: Style 8, Left

Formatted: No underline, Condensed by 0.2 pt

Posting of these transaction liabilities require the approval of the finance director. The debt agreement and instruments will be kept in a secured place by the City Clerk.

-6-

The outstanding debt, accrued interest and interest expense will be reconciled with the general ledger either periodically or annually by the finance department.

Formatted: Normal, Justified

Payment of long-term debts will be made either through a check request or bank transfer with the approval of the finance director.

Formatted: Tab stops: Not at 0.92"

PAYROLL PROCEDURES

The employee handbook governs the City's policy and procedure for hiring, compensation, standard personnel conduct, professional work environment, benefits and other compliances with federal and state law requirements. The following payroll procedures and controls mainly relate to

personnel time keeping, payroll preparation and payment and they are monitored by the accounting department to record and to report payroll expenses in the general ledger.

Effective April 2010, the City outsourced its payroll function to an outside payroll provider. The payroll provider is responsible for preparation of the quarterly payroll reports and preparation of annual W-2 forms.

Weekly employee time is reviewed and approved by the department head, and then its forwarded to payroll in the accounting department. All hourly employees are required to clock in and out. Any overtime by any employee requires advance notice and approval of the department's head.

The payroll staff, reviews weekly time, benefits, and changes to employee's status. After review, the time along with the time summary reports are forwarded to the City manager for review and final approval.

Human Resources maintain all employee files and paper work. Any changes to employee's status are reported by action form to the accounting department. The approved action form is the main source of record changes to the employee's payroll data such as compensation, benefits and payroll deduction, in payroll provider software.

The payroll staff is the City's authorized personnel with access to payroll software and to process the payroll. The payroll staff is authorized to initiate, add, remove and modify personnel data. The access to payroll provider is through internet connection.

The payroll distributions have been set up based on the City's departments. Since there is not an interface between accounting ledger and provider software, various reports from payroll provider are used to record payroll expenses in the City's accounting ledger. These reports include employees' benefits such as accumulated sick and vacation time. Pre audit reports are printed and reviewed before the weekly payroll report is submitted to payroll provider.

~~7~~

Employees are offered various benefits under cafeteria plan. Various general accounts have been set up to control and maintain the payroll deductions for these benefits. The payments for these deductions are reviewed by the finance director, and control accounts are reconciled periodically with the general ledger.

Employees have an option to receive the payroll check either as a direct deposit or as a check. Payroll checks are distributed to employees by the department head. The City maintains a separate

impress bank account for payroll and payroll fund transfer from general fund to payroll account on weekly basis. The payroll bank account is reconciled monthly by the finance director.

INVESTMENTS

The main objective of investment policy is to maximize the return on investments based on City policy, resolution, and state applicable laws and regulations. The investment policy mainly applies to the excess of available funds over the current fiscal year budget and based on the liquidity, income and safeguard of the City's funds.

The City may adopt a board or use a professional investment firm to manage or advise the City on the investments. The investment may be one or a combination of the following approved investment portfolios:

- Local Government Surplus Trust Fund or intergovernmental investment pool authorized by State.
- Interest-bearing time deposit or saving accounts in qualified public depository institutions.
- Direct obligations of the United States Treasury.
- Federal agencies and instrumentalities.
- Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- Other investments authorized by law or by ordinance for the County.
- Other investments authorized by law or by resolution for the School District.

All proposed and approved investment transactions will be authorized by the finance director. The investment certificates are maintained in a secure storage area and periodically inventoried by authorized finance department staff.

Investment earnings' worksheets must be prepared monthly and the balance reconciled with bank or broker statements and general ledger control accounts.

~~8~~

An investment control log will be maintained by the finance department and all transactions and adjustments for each investment, such as purchase or sales are recorded and reported in this log. Periodical reports will be prepared for management or board and report all investment activities such as earnings, gains or losses and purchases and sales.

FISCAL POLICY

The annual budget is an official City document and serves as policy for the financial planning for each fiscal year. It outlines the City's resources such as personnel, equipment, facilities and materials to achieve the goals and objectives of the City and community.

In addition to the above requirements, the City's fiscal policy provides a guideline as how to utilize the excess of the annual fund for future priorities and programs. These objectives should be reviewed annually in conjunction with the annual budget.

This policy may be accomplished by annual budget and allocation to programs based on a formula. A reserve may be set up for the following programs and priorities:

- Reserve for capital items.
- Reserve for future emergency.
- Reserve for the City infrastructures and improvements.
- Reserve for certain maintenance and operation.
- Reserve for an identified program or mandated by state or federal government.

These reserves strengthen the City's financial position and help the City to achieve its objectives within City and community.

Table of Contents

Objective.....	1
General Accounting Procedures.....	2
General Ledger Activities.....	2
Cash Management Procedures.....	3
Cash Receipt.....	3
Grants and Contributions.....	4
Cash Disbursements.....	5
Petty Cash Disbursements.....	6
Long-Term Debt and Notes Payable.....	6
Payroll Procedures.....	7
Investments.....	8
Fiscal Policy.....	9

Attachment
Audit Report 2022-A-0001
City of South Bay Resurface Rock Island Road Construction Contract Audit

Finding (1): The City did not manage the Agreement in accordance with the Agreement terms and conditions and applicable written guidance.

Recommendations:

- (1) The City follow its Purchasing Policy and Procedures, its Accounting Procedures Manual, and the Florida Prompt Payment Act.**
- (2) The City update its Purchasing Policy and Procedures to include a section titled, “Exceptions to the use of Purchase Orders” or delete the reference to such section.**
- (3) The City officials responsible for managing construction contracts become familiar with and follow contract terms and conditions.**
- (4) The City implement a documented construction contract management process to ensure that the requirements of construction contracts are met and train responsible City officials.**

Management Response:

Management concurs with this finding. All work required by the Agreement has already been performed. The City is now in the process of reviewing its financial purchasing policies and procedures and seeks to incorporate any revisions to its official purchasing code by December 2021. The City will ensure compliance of construction agreement by October 2021.

Notes – Examples of Documentation Needed to Resolve:

1. Recommendation 1 – Provide a copy of a recent construction contract and related payment support (purchase order, check request form, check) showing compliance with City written guidance.
2. Recommendation 2 – Provide a copy of the updated Purchasing Policy and Procedures.
3. Recommendation 3 – Provide copy of construction project planning and/or status meeting agendas and/or minutes to review key construction contract specifications, terms, dates, progress, etc.
4. Recommendation 4 – Provide a copy of construction contract training schedule/agenda/presentation including the sign-in sheet(s) for training conducted.
5. Recommendation 4 – Provide a copy of the documented construction contract management process, narrative, and/or procedure.

Current Status: Pending

Finding (2): The City lacks sufficient controls over the payment process and the vendor master file.

Recommendations:

- (5) The City revise the Purchasing Policy and Procedures and Accounting Procedures Manual to include the mitigating controls of the City Manager's review and approval of all invoice/check request payments and the reporting of prior period cash disbursements to the City Commission.**
- (6) The City establish a standard numbering convention for assigning vendor numbers and implement routine monitoring, review, and purging of the vendor master file to identify and resolve inactive, unauthorized, and erroneous vendor records.**
- (7) The City inactivate the 689 vendors without payment activity for over two (2) years.**

Management Response:

City concurs with finding and will update the accounting manual to include the City Manager or designee's authorization for approval in the disbursement process by November 2021, the Finance Department as corrected the AP vendor Masterfile as September 2021 to show active and inactive vendors and will periodically review the AP vendors listing for inactive accounts along with reviewing and implementing a procedure to assign a vendor number to new accounts payable vendors by November 2021 without purchasing expensive software.

Notes – Examples of Documentation Needed to Resolve:

- 1. Recommendation 5 – Provide a copy of the updated Purchasing Policy and Procedures.
- 2. Recommendation 5 - Provide a copy of the updated Accounting Procedures Manual.
- 3. Recommendation 6 – Provide documentation showing the standard vendor numbering convention that has been established.
- 4. Recommendation 6 – Provide copy of process, narrative, policy and/or procedure showing the schedule or plan for monitoring, reviewing, and purging of the vendor master file.
- 5. Recommendation 7 – Provide a copy of the updated vendor master file.

Current Status: Pending

RESOLUTION NO. 12-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE PURCHASING POLICY AND PROCEDURES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 39-2013, the City Commission of the City of South Bay ("City Commission") adopted a Purchasing Policy and Procedures; and

WHEREAS, the City Manager is requesting authority to amend the Purchasing Policy and Procedures, as set forth in Exhibit "A", attached hereto; and

WHEREAS, the City Commission desires to accept such amendments and finds that approval of the attached amendments would be in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to incorporate amendments, attached hereto as Exhibit "A", into the City of South Bay's Purchasing Policy and Procedures and further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 5th day of April 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of South Bay

Purchasing

Policy and Procedures

Table of Contents

Purchasing Policies	3
General Procurement & Purchasing Procedures.....	3
Competitive Procurements (IFB & FP).....	5
Procurements at Auction.....	6
Blanket Purchase Order.....	6
Procurements not Requiring Competition.....	7
Certain Reoccurring or one-time Obligations.....	7
Single Source Procurements.....	8
Sole Source Procurements.....	8
Contingency Fee Audits/Auction Services/Collection Services.....	9
Awards.....	9
Change Orders or Amendments.....	9
Emergency Purchases.....	10
Receiving.....	10
Services performed on City property.....	11
Bid & Performance Bonds.....	11
Projects.....	12
Ethical Standards.....	12
Unacceptable Practice.....	13
Purchase Order Approval Sequence.....	13
Invoice Attest.....	14
Invoice Approval.....	15
Credit Memos.....	15
Signatures on Contract.....	15
Credit Card Policy	15
Credit User Agreement	20
Statement of Missing Documentation	21
Authorized User Agreement	22

Purchasing Policies

It is the policy of the City of South Bay “the City” to approve authorized purchases in the most expedient manner consistent with both operational requirements and internal controls.

The Finance Department is responsible for the sound fiscal management and provides support to all the City’s departments. It is the policy of the Finance Department to approve the request for purchase within twenty-four (24) hours from the time requested. This approval is conditioned upon the requesting department supplying with the required information.

It is the responsibility of the Finance Director, who is appointed by the City Manager, to approve all purchases of goods and/or services in accordance with the policies, and in a manner and method which provides for the most proficient and effective expenditure of City funds. The Finance Director, or designee, is responsible for the direction of the City's procurement process and operations as directed by Chapter 2 Article VI of the City of South Bay Code of Ordinances, Chapter 287 of the Florida Statutes, and other Federal, State and Local laws, statutes, ordinances, directives and policies as they apply to local government purchasing.

The Finance Director, or designee, recommends rules and procedures relative to the purchasing process, provides assistance and advice, as necessary, in the administration of, and compliance with, the purchasing policies and procedures.

The current primary method of purchasing a product or services for the City is through a purchase order. A purchase order is intended to provide some assurance proper procedures and approvals have been obtained prior to placing the order for the product or service. In general, purchases are made through a purchase requisition, which is then processed into a purchase order. Certain items do not require a purchase order and are listed under the section "Exceptions to the use of Purchase Orders".

The City has adopted a procedure to simplify the purchasing process for obtaining supplies, materials, services, travel, and equipment by making available to certain employees the authority to make purchases directly through a purchasing card program. The purchasing card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the credit or store card.

City employees making unauthorized purchases or participating in other violations of this policy may subject to disciplinary action, up to and including termination.

General Procurement & Purchasing Procedures:

The following procedures are approved:

1. For purchases of up to three hundred (\$300), competitive pricing is not required; however, obtaining quotations is always recommended when practical. Please note that the amount above

refers to the total purchase price, including any shipping or other costs incidental to the purchase.

2. For purchases of three hundred and one (\$301) dollars to one thousand (\$1,000) a competitive pricing is required from at least three sources. The quotation may obtain by phone, however for the purchases of (\$1,001) to ten thousand (\$10,000) a written competitive pricing is required from at least three sources, and kept on file in the requesting department. All quotations must be entered in the requisition.

The Requisition's Description section should be used to note special conditions related to the purchase order such as single or sole source justifications, "piggyback" contract & contact information, and any other key information that is essential to the approval of the request for purchase such as the Bid number, project number, and date approved by the Designee and/or City Commission (if these are applicable). The documentation requirements for each type of purchase are discussed in detail in the appropriate section.

3. For all purchases in the amount of ten thousand and one (\$10,001) dollars or more, sealed bids are required and the Request for Proposal (RFP) or Invitation for Bid (IFB) process must be followed.

4. An agenda item on contracts or purchases in the amount of three thousand (\$3,001) dollars or more is required for approval by the City Commission. This applies to both budgeted & unbudgeted items.

5. Public improvement projects requiring "sealed" drawings and are expected to have a completed cost in excess of ten thousand and one (\$10,001) dollars must also be reviewed by the City Manager prior to proceeding with final design. Note that repairs of existing facilities are excluded from this requirement.

6. Bids shall be awarded to the local vendor when the amount of difference in the bids from acceptable vendors is equal or less than five (5%) percent of the local vendor's bid. Local vendor preference shall apply only when the vendor is located within the Glades' Area limits and is duly licensed and authorized to engage in the business for which the bid is submitted. Local vendor preference shall not apply to purchases exempt from competitive bidding, goods or services not meeting specifications, vendors with past performance and delivery problems, and or when the City Manager otherwise determines that it is not in the City's best interest. Departments must indicate in the comments section of the requisition that a local vendor preference has been applied.

7. The City may piggyback on the contracts of other governmental agencies when competitive bid procedures, have been followed by that entity. If a State, county or other agency contract used in lieu of bid procedures, include the appropriate information in the requisition comments section. The minimum requirement is to include the agency, the contract number, expiration date of the contract, and the name and phone number of that contract's administrator.

8. All annual contracts shall be entered in one Request for Purchase for the total amount of the contract, and only one Purchase Order number will be assigned. The total amount of the contract shall be entered. Payments shall be withdrawn from that Purchase Order and the amount to be paid will be the amount receipted on the invoice.

9. The City Manager and Finance Director approve all Capital purchases. Capital purchases are equipment units or items of a non-consumable nature with a value of \$750 dollars or more and an expected service life of one (1) year or more. Equipment or services with a value of less than \$750 dollars that are part of a larger capital project must be charged to the appropriate capital account but do not require the individual approval(s) above. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

10. The purchase of all computer equipment/software and related supplies and services shall have the approval of the IT before a purchase order/contract is issued, including expenditures for telephone service and equipment, pagers, cell phones, fax machines, copiers, printers, digital cameras, computer training courses and manuals, storage media, database products, software/hardware maintenance agreements and software support, software upgrades, internet access, electronic subscriptions and any other type of data or voice service. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

11. The purchase of all vehicles, trucks, heavy equipment, heavy transportation equipment, trailers or any motorized equipment, and lawnmowers, shall have the approval of the City Manager before a purchase order/contract is issued. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

12. The use of services for temporary employees shall have the approval of the City Commission.

13. The purchase of flowers or similar items for bereavement or memorial purposes shall have the approval of the City Manager.

14. The purchase of City-stationery, business cards and envelopes shall have the approval of the City Manager before a purchase order/contract is issued. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

15. Internet purchases. This purchase is subject to general procurement policy which is outlined in paragraph 2, herein an approval of City Manager or the Finance Director.

Competitive Procurements (IFB & RFP):

Invitations For Bid (IFB) are written documents issued by the Department Heads and reviewed by the Finance Director, or designee, inviting potential contractors or vendors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to

document procurements of goods and contractual services with an aggregate cost of ten thousand (\$10,000) dollars or more.

Request for Proposals (RFP) are written documents issued by the Department Heads and reviewed by the Finance Director, or designee, inviting potential contractors or vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described in the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of ten thousand (\$10,000) dollars or more.

Competitive procurements should be advertised in a newspaper of general circulation. Standard documents for newspaper ads, IFBs and RFPs are available from the Finance Department. Note that the ads may now refer responders to the City's webpage so that vendors may download the IFB/RFP directly.

Professional services (architectural, engineering, landscape architectural, or surveying & mapping) on a project estimated to cost \$100,000 or more or a planning or study activity estimated to cost twenty-five thousand (\$25,000) dollars or more must be selected in accordance with Chapter 287.055 of the Florida Statutes.

Evaluation of all responsive proposals shall be accomplished by a selection committee including at least one employee selected by the City manager and or Finance Director and two appointed by the relevant Department Head. Evaluation criteria shall be contained in the Request for Proposal.

Procurements at Auction:

Upon prior written authorization from the City Manager, the City may bid at auction sales conducted by federal, state, local governments and private firms for materials, supplies, goods in excess of four thousand (\$4,000) dollars, not to exceed five thousand (\$5,000) dollars, and equipment not to exceed ten thousand (\$10,000) dollars, without the necessity of the bid procedures set forth above.

Blanket Purchase Orders:

Blanket purchase orders may be used for small, repetitive specified goods or services from the same vendor that requires numerous orders/shipments over specified periods of time. Blanket purchase orders may also be used for budgeted items not subject to competitive pricing (e.g. electric utility bills).

The following guidelines apply for blanket purchase orders:

- a. Draws against the blanket must not exceed, nine hundred ninety-nine dollars and ninety-nine cents (\$999.99) a month unless competitive pricing has been obtained or competitive pricing is not required.
- b. Operating expenditures and capital expenditures must not be mixed on the same blanket.

The requisition's description section of the blanket must address the following specific items:

1. Indicate the source of the purchase order amount (e.g. \$999.99 a month last year's budget amount/this year's budget amount) as appropriate.
2. If blanket is expense or capital (see above) in those cases requiring two blankets to the same vendor.
3. Last time quotes were obtained or reason why quotes not needed.

The use of blankets purchase order to by-pass the competitive pricing or bid procedures is not allowed.

Procurements not Requiring Competition:

In general there are five (5) procurement categories not requiring competition:

1. Certain reoccurring or one-time obligations documented and approved in accordance with the appropriate sections of these procedures.
2. Single Source procurements documented and approved in accordance with the appropriate sections of these procedures.
3. Sole source procurements documented and approved in accordance with the appropriate sections of these procedures.
4. Contingency Fee Audits/Auction Services/Collection Services.
5. An emergency procurement documented and approved in accordance with the Emergency Purchases section of these procedures.

Certain Reoccurring or one-time obligations:

Some recurring and/or one-time obligations are exempt from the competitive bidding process because of unique circumstances.

These obligations include:

- Utility (e.g. electric, natural gas etc.) services for City owned or operated facilities.
- Fees charged by other governments, either on a one-time basis or inter-local agreements
- Seminars, registrations, professional membership dues and fees associated with such activities
- Insurance Premiums
- Debt Service Costs and Agent Fees
- Emergency drug screens and physicals (other than the City's health care provider)
- Payroll generated payments (child support etc.)
- Certain refunds and reimbursements (e.g. utility deposit refunds)
- Repairs or service on proprietary equipment or warranty services on such equipment.
- Other payments as approved by the Finance Director.

These obligations may be paid with blanket.

Approvals and payment for these items will be processed using the Accounts Payable. These items require the approval of the Finance Director, or designee, and that funds are budgeted and available before the expenditure can be made. If funds are not available, a request for a budget transfer should be submitted to the City Commissioners **before** the transaction is sent to the Finance department for payment processing.

Single Source Procurements:

Single source procurement is an award of contract or purchase order for required goods or services to a contractor without competitive bidding, even if this contractor or vendor is not the only producer of the product or service. Some of the factors considered to qualify as a single source are:

1. Operational necessity or requirements outweigh pricing factors. Risk of service disruption or additional workload is not worth perceived price benefits.
2. Vendor or contractor supplied original equipment or made original installation. Familiarity with our specific operations of facilities is critical to continuing operations and outweighs pricing considerations.
3. Pricing factors not material (e.g., continuation of an existing contract with any increase in price tied to a nationally published index), minimizing or negating the advantages of competition or incremental dollar amount itself may be small.
4. The level of effort required by staff to follow competitive bid process is not cost effective when compared to perceived price benefits of competitive bidding.
5. Exposure is low. Contracts are lump sum or unit rate contracts.

Single source items must be justified in the description section of the requisition and the narrative discussion should contain an indication of which specific factors above qualify the goods or services as a single source procurement item.

"Piggybacking" is single source procurement. Single source contracts require the approval of the City Manager for amounts under \$3,000. Commission approval is required for contracts above this amount.

Sole Source Procurements:

Sole source is an award of contract to the only known source for the required goods or services, occasioned by the unique nature of the requirement, the vendor, and the impracticality of obtaining competition or market conditions. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist. Some of the factors considered to qualify as a sole source are:

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. The merchandise to be purchased is for resale.

Sole source items must be justified in the comments section of the requisition and should contain the following information:

1. How the determination was made that the goods or services being purchased were available only from one source.
2. What contacts (if any) were made in an attempt to identify alternate sources.
3. Specific reason(s) that other or similar goods or services from other sources are not acceptable.

Contingency Fee Audits/Auction Services/Collection Services:

Providers of services including, but not limited to, contingency fee audits, auction services, debt acquisition, management & collection and similar services receive their fees from revenues, generated by their efforts. Fees are a percentage of the revenue actually collected by the City. These services are typically unique and variable dependent on the nature of the audit, condition and type of material being sold or the degree of difficulty and/or the level of effort required in collecting the charges or providing the service. These factors make it desirable to have sufficient flexibility in the contract negotiations to structure the arrangement to be mutually beneficial. Therefore, such contracts and agreements are exempt from the competitive bid requirement and may be directly negotiated by the Finance Director with the concurrence of the City Manager.

Awards:

Suppliers shall be selected based on total cost, which considers delivery, freight cost, prices, quality, life cycle costs, warranty, services, terms and conditions. Awards to other than the low bidder shall be documented to show the rationale for selection (e.g. critical delivery date) and/or rejection (e.g. does not meet specifications, delivery and past performance problems) of the low bidder. Finance Departments are responsible for the retention of all documentations regarding the selection process.

Change Orders or Amendments:

Change order means changes, due to unanticipated conditions or developments, made to a contract which do not substantially alter the character of the work contracted for and which

do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

The City Manager is hereby authorized to initiate and approve work on the following types of change orders determined in his/her judgment to be in the best interest of the public and such change orders do not materially alter the scope of the work contemplated by the initial contract:

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to the City. This specifically includes reductions in prices due to instituting a sales tax exemption program.
2. Change orders increasing the initial contract cost by ten percent (10%) but not more than \$3,000, provided sufficient documentation is provided and budgeted funds are available or can be transferred from the relevant Department's accounts.
3. Change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

All other change order must be formally approved by the City Commission.

Emergency Purchases:

An emergency situation is defined as a circumstance in which the City Manager determines one or more of the following criteria apply:

1. Critical City operations may be severely affected in an adverse manner.
2. Creates a threat to public health, welfare or safety.
3. A delay in the procurement of goods or services is against the public interest.

In such cases the City Manager, or designee, may waive normal purchasing procedures to facilitate the immediate purchase of supplies or contractual services up to \$10,000 for emergency protective measures or emergency repairs to equipment or facilities damages during the incident.

An executive order issued by the Governor of the state of Florida for an incident is considered by definition to meet the criteria for emergency purchases.

The FEMA declared incident period of a named tropical storm or hurricane is considered by definition to meet the criteria for emergency purchase.

Receiving:

1. It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the contract.
2. If goods or services are not acceptable, the department shall contact the vendor to resolve the problem.
3. If goods or services are acceptable a receiving report shall be accomplished immediately.

Services performed on City property:

Vendors performing work on City property are required to:

1. Be properly licensed under existing Federal, State and City laws.
2. Certificate of Insurance shall be provided by the successful bidder to assure the City's insurance program will not be called upon to respond to losses from, and that the contractor is financially capable of responding to, claims resulting from the contractor's operations, activities or services for the City. It includes the following specifics:

The contractor agrees to hold harmless and indemnify the City for any claims 'which may arise as a result of the contractor's actions.

The certificate shall evidence no less than a thirty (30) day cancellation clause and a requirement that the City be notified of cancellation.

The inclusion of the City, its officers, commissions, agents and employees as additional insures.

The amounts and types of insurance required will be detailed in the bidding or purchase document.

3. Construction and service contractors shall provide evidence of commercial general liability, property damage, worker's compensation insurance and automobile liability coverage. This includes insurance for any subcontractor being utilized. Limits of coverage will vary based on the scope of work and statutory requirements.
4. Professional services and environmental contractors shall provide evidence of professional liability, commercial general liability, worker's compensation insurance and automobile liability coverage. This includes insurance for any subcontractor being utilized.
5. Obtain all permits required for the nature of the work.

Bid & Performance Bonds:

The use of bonds is determined by the type & amount of the service being sought. There are two major types of bonds used by the City in the competitive procurement process.

1. Bid bonds are used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the City. Bid bonds are Generally written in an amount equal to five (5%) percent of the total amount bid.
2. Performance bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the City will complete the project within the term of the agreement. Performance bonds are generally written in an amount equal to one hundred (100%) percent of the contract award amount.

The costs of the bonds are ultimately borne by the City since the contractor must recover his cost. Therefore, bonds may or may not be required. This decision will be made on a case-by-case basis by the City Manager, based upon the type of contract, the perceived risk being taken and Chapter 255.05 of the Florida Statutes.

Projects

The use of project number is helpful when tracking the total cost of a particular activity, including payroll and purchases by several departments. Project numbers can be used to track long-term capital projects, grants, in-house projects, special projects, ongoing maintenance projects and any other activities that require the capture of total cost. The assignment and use of project codes in GL and annual budget is to be coordinated with the Finance Department.

In general a defined project will be a designated project manager. This person will usually be the designated contract administrator for those procurement requiring contracts. The contract administrator is responsible for the following:

- Providing properly signed contracts to the City Clerk
- Ensuring the contractors have obtained required insurance coverage and providing copies to the City Clerk.
- Administration of the contract including supervision of the work as appropriate.
- Ensuring that requirements for payment have been met before authorizing such payment.

Ethical Standards:

No officer or employee of the City shall have any financial interest in the profits of any contract, service, or other work performed by the City; nor shall an officer or employee personally profit directly or indirectly from any contract, purchase, sale, or service between the City or any person or company, nor personally or as an agent provide any surety bail or bond required by law or subject to approval by the City Commission. No officer or employee shall accept any free or preferred service, benefits, or concessions directly or indirectly, from any person or company doing business with, or soliciting business from the City, if the officer or employee has reason to believe such free or preferred service is given to influence the employee or officer in recommending or approving a City contract with said person or company.

No "presumption of guilt/is created by the mere existence of a relationship with an outside firm. However, if you have any influence on transactions involving purchases contracts or leases, it is imperative that you disclose this relationship to your supervisors and the Personnel Director as soon as possible.

Unacceptable Practices:

The following practices are unacceptable:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a sole or single source purchase when other sources, products or services are available for the purpose of avoiding the need to obtain quotations, or following formal bid procedures.
4. Use of the account payable payment method when a purchase order is required.
5. Miscoding purchases to accounts in order to avoid processing a budget transfer.
6. Payment of sales taxes for the purpose of avoiding the paperwork required to establish the City's exemption.
7. Failure to take discounts for the purpose of avoiding paperwork or avoiding expedited paperwork required to claim a discount.
8. Use of a computer user id and/or password other than one's own is strictly prohibited.

City employees engaging in the above unacceptable practices may be subject to disciplinary action, up to and including termination.

Purchase Order Approval Sequence:

It is important to note that orders for goods or services cannot be placed until the Finance Director, or designee has approved a purchase order. The purchase order approval sequence outlines the steps in the process and the internal controls of segregation of duties, which requires that no one individual has approval authority over all the activities of ordering, receiving, storing, issuing materials, approve invoices and payments. Separate positions should be designated at the department level to control these activities.

1. The department identifies the need and obtains quotations, if required.
2. The department enters the request for purchase. All the information required as per these procedures must be entered in the requisition. Incomplete request for purchase will be returned to the departments, with an explanation in the Comments section as to why it was returned.
3. The Department Head, or designee (an employee in a supervisory capacity), will approve the requisition. Under no circumstances shall the originator of the purchase requisition second

13

L. D. Camel – Interim City Manager
M. Saadatmand – Finance Director

06/13

level approve the requisition. Should the Department Head or designee not be available, contact the Finance Director's office.

4. The Finance Director, or designee, reviews and approves the request for purchase. Before approval, the requisition must be in conformity with the procedures above and include, as appropriate, the following:
 - a. proper account number(s), project number, commodity and sub-commodity codes, delivery date, vendor, quotes, comments, item description, quantity and unit cost.
 - b. Funds must be available in the account before approval.
 - c. If the request for purchase is a capital purchase, and seven hundred and fifty (\$750) dollars or more, a printed copy must be sent to the Finance Director and City Manager for their approvals.
5. After Finance approval, the department processes the requisition through purchase order module, assigns a Purchase Order number and prints it.
6. The department can now place the order.
7. Paper copies of the purchase order will only be printed upon request by the vendor.

Invoice Attest:

The primary responsibility for the validity of an invoice rests with the department. Specific responsibility should be assigned for the verification and accuracy of invoices. For contract invoices, employees assigned this responsibility should have copies of the payment terms as contained in the contract and copies of relevant contract amendments and change orders. For routine orders of consumable supplies, utility bills etc. attest should be made by an employee with personal knowledge or with documents confirming receipt of the goods.

The department's signature of approval on an invoice signifies that:

1. The goods or services covered by the invoices were delivered in proper condition or services were satisfactorily performed and in conformity with the terms and conditions of the contract between the parties. Questionable charges must be resolved before invoices are forwarded to Finance for payments.
2. Confirming copies of documents (e.g., receiving reports, waybills) were reviewed promptly upon receipt for validity of transactions.
3. The quantities, prices and payment terms are correct as stated in the invoice and the proper accounts charged.
4. In the case of certain capital & expense purchases, the property tags have been attached to the purchased item if required.
5. The invoice is coded to the proper project identifier.

6. The payment being processed has not already been made.
7. Payments should be made only against original invoices, and any alterations thereto should be questioned and, if acceptable, initialed.
8. Invoices must be properly stamped & signed. This is the proof that invoice has been properly attested.
9. Supporting documents should be retained by the department in sufficient detail to verify work scopes, competitive quotes etc.
10. Record retention shall include current and previous fiscal year files.
11. Final payment or retention release should not be approved until the department is satisfied that all the contractor's obligations have all been met.

Invoice Approval:

The Finance Director or the City Manager is responsible for the approval of the invoice after it process by AP and proper supporting documentation

Credit Memos:

A credit memo should be coded to the same account number and project code as the original charge.

Signatures on Contract:

Contracts for on-going and/or routine purchases of goods or services may be signed and executed by the relevant Department Head and City Manager. All other contracts must be signed and executed by the Mayor.

Credit Card Policy:

POLICY: The purpose of the credit card is principally to facilitate the acquisition of goods and services for the City where the vendor requires such use. Credit card purchases are intended to be small in scope and of a “non-capital” nature. All purchasing of budgeted capital items must have the proper approval of the appropriate Department Director or City Manager.

Additionally; The City of South Bay recognizes that the Mayor, Commissioners, appointed officials, and certain department heads are required to make expenditures of funds in the course of performing their functions in the municipal government. It provides detailed purchase histories and other important record-keeping and time-saving information.

The usage of this card is for TAX EXEMPT PURCHASES ONLY. The cards may only be used to charge ALLOWABLE purchases that otherwise would be reimbursed had the user charged the purchase on their own credit card or paid cash for the item(s).

I. Cardholder Limits

- A. City employees and officials may be Cardholders in accordance with this policy.
- B. A maximum dollar amount for each single purchase and a total for all purchases made with the credit card within a given monthly billing cycle has been provided to each Cardholder. The City's standard limits are as follows:
 - 1. Single Purchase Limit – As per purchasing policy
 - 2. Billing Cycle Limit - Not to exceed your assigned card limit
- C. If the situation arises that purchases are regularly required over the Cardholder's established limit, a "Credit Card Maintenance" form must be completed and signed by the appropriate Department Director requesting the change and forwarded to the Finance Director or City Manager. At the Finance Director, with concurrence from the City Manager, approval may be granted or denied. If approved, the limitation change will be a temporary onetime approval.

II. Use of Credit Card

- A. The credit card is to be used for City purchases only.
- B. No person other than the Cardholder is authorized to use the card unless prior written authorization is obtained from the Cardholder.
- C. Questions regarding credit card accounts and procedures should be directed to the Finance Director.
- D. The credit card may be used at any business establishment, which accepts credit cards for payment.
- E. Cardholder should exhaust all other methods of procurement before using the credit card (ie, purchase orders or invoicing).
- F. The Cardholder must be able to justify that the use of the credit card was necessary and official city business purpose.
- G. Cardholder shall take all necessary precautions to keep the card and card number in secure location.
- H. Cardholder's department is responsible for all charges incurred on the credit card including any annual service fees and finance charges.
- I. The card should be used with the tax-exempt form so that sales tax is not charged for City-related purchases. Any sales tax charged on the credit card will be charged back to the employee.
- J. Personal use of the credit card is strictly prohibited, pursuant to policy and State sales tax law. All personnel will read and be familiar with all aspects of this policy and will confirm, in writing, an acknowledgment of such information. The acknowledgment will provide for financial responsibility for any proven misuse of the credit card.

III. Telephone and Facsimile Orders

- A. When placing a telephone/facsimile order, confirm that the vendor agrees to charge the card when shipment is made and not sooner. The receipt charge date should coincide with the shipping date.
- B. All telephone/facsimile orders must be recorded on the "Record of Credit Card Use" form when the transaction occurs.
- C. Request that the vendor send, via facsimile or e-mail, a copy of the invoice marked "Paid by credit card". The original invoice is still necessary by the Finance Department for reconciliation purposes.
- D. If no receipt is available for the telephone/facsimile order, complete the

“Telephone/Facsimile Order” forms in full. This form will be used as the documentation when reconciling the Monthly Statement of Account.
E. NO backorders are allowed.

IV. Documentation

- A. Documentation must be retained as a proof of purchase any time a purchase is made using the card. These documents are to be used to verify the purchases on the Monthly Statement of Account.
- B. All purchases are to be recorded on “Record of Credit Card Use” form. This form must be maintained as charges occur.
- C. If, for any reason, the Cardholder does not have documentation for a transaction, the Cardholder must attach a “Statement of Missing Documentation” form, which provides a description of the item, vendor’s name, reason for missing documentation, and the action that will be taken to insure proper documentation in the future. In addition, the Cardholder and the City Manager’s signature are required on the form.
- D. If receipts are related to travel, it is the Cardholder’s responsibility to photocopy the receipts to attach to their “Travel Requisition” form. The original must be forwarded to the Finance Department for reconciliation with Monthly Statement of Account.
- E. Copies of all necessary forms are enclosed within this section of the Financial Operations Guide Travel and Training Policy
- F. The card should be used with the tax-exempt form so that sales tax is not charged for City-related purchases. Any sales tax charged on the credit card will be charged back to the employee.
- G. Personal use of the credit card is strictly prohibited, pursuant to policy and State sales tax law. All personnel will read and be familiar with all aspects of this policy and will confirm, in writing, an acknowledgment of such information. The acknowledgment will provide for financial responsibility for any proven misuse of the credit card.

V. Card Restrictions

- A. The following uses of a Credit Card are prohibited:
 - 1. Cash advances.
 - 2. Personal purchases. A Cardholder may not charge any personal items on the City credit card.
 - 3. Gasoline purchases or vehicle repairs unless outside the City Limits or service area and/or in an emergency. Documentation will be required.
 - 4. Alcoholic beverage purchases.
- B. Per Diem. Per Diem requests shall be processed through Accounts Payable prior to travel. Refer to City of South Bay - Financial Operations Guide Travel and Training Policy.
- C. Cardholders shall also comply with any applicable departmental restrictions on usage.
- D. A Cardholder may not violate any established procurement requirements, where it pertains to obtaining quotes, when using the City credit card.

VI. Reconciliation and Payment

- A. At the close of each billing cycle, the Finance Department will request a copy of your “Record of Credit Card Use” form and provide a due date for its submission.
- B. Attach any additional documentation necessary, complete all forms fully and assure that all necessary signatures have been obtained.
- C. This form will be reconciled with both the receipts and the “Monthly Statement of Account” by the Finance Department.

- D. If unable to submit the required documentation by the due date, please contact the Finance Department as soon as possible.
- E. Payment will be made promptly and before the due date to avoid any service or finance charges following approval of the City Commission.
- F. Any employee not responding promptly to the request for information from the Finance Department or in any way delaying the timely monthly payment of the credit card account understands and agrees that a violation of this request stated herein shall subject employees to immediate discipline up to, and including, immediate termination or suspension..

VII. Disputes

A disputed item could result from numerous circumstances including defective purchases and unauthorized use. The proceeding steps should be taken when an item is being disputed:

- A. Whenever possible, return item(s) to vendor for replacement or credit.
- B. If vendor refuses to replace the item(s) or credit the account, the “Statement of Disputed Item” form will need to be completed.
- C. If unauthorized charges occur, complete the “Statement of Disputed Items” form.
- D. Fax completed “Statement of Disputed Items” form to the Card Issuer
- E. Forward a copy of the “Statement of Disputed Items” form to the Finance Department.
- F. If, after notifying the Card Issuer, the Cardholder is not satisfied with the outcome; the Cardholder may contact the Finance Director for assistance. At this time the Cardholder will need to inform the Finance Director of any prior action taken to resolve this dispute.

VIII. Lost or Stolen Cards

Should any Cardholder lose, suspect of having lost, or have their credit card stolen, it is their responsibility to immediately notify the Card Issuer and the Finance Department of the loss. The following steps must be taken to report the loss:

- A. Report the loss immediately to the Credit Card Issuer at 1-800-673-1044. They can be reached 24 hours a day, seven day a week.
- B. Notify the Finance Department immediately upon discovering that the card is missing.

IX. Termination / Resigning Employees

- A. All efforts will be made by the Finance Department to obtain the credit card, any receipts, “Record of Credit Card Use” forms and other related forms when a Cardholder employee is terminated or resigns, or when a Cardholder official leaves office.
- B. If the credit card cannot be collected, a “Credit Card Maintenance” form shall be completed by the Department Director or City Manager, as may be appropriate, and to insure the card is canceled.

X. Policy Violations

Failure to follow this policy may result in loss of Cardholder privileges and, for employees, may result in disciplinary action, including termination of employment.

XI. Retail Credit Cards

In some instances, an employee who would not otherwise have a credit card may need a card which is limited to the purchase of items from a specific retail establishment. The Finance Director is authorized to allow retail credit cards to be obtained and used as necessary. Retail credit cards are to be treated in all respects as other credit cards for the purposes of accounting and reconciliation.

**City of South Bay
Credit Card User Agreement**

1. I understand that I am making a financial commitment on behalf of the City of South Bay and will strive to obtain the best value for the City.
2. I understand that under NO circumstance will I use the credit card to make personal purchases, either for others or myself.
3. I will follow the established Credit Card policy. I understand that failure to do so may result in either loss of privileges or other disciplinary actions, including termination of employment.
4. I agree that should I willfully violate the term of this Agreement, I will reimburse the City of South Bay for all incurred charges and any fees related to the collection of those charges.
5. All receipts received when making a credit card purchase will promptly be forwarded to the Finance Department for monthly reconciliation and payment.
6. I understand that I am restricted to specific limits when using the credit card for purchases.
7. I agree that should I leave City of South Bay employment, I will return my credit card and all appropriate documentation to the Finance Division.
8. I will use the City of South Bay credit cards with the highest degree of personal and professional integrity and ethics, recognizing my responsibility to the public and the City organizations.
9. I agree to promptly contact Bank of America at 1-800-673-1044 if I lose, misplace, or have my credit card stolen.

I have received, read, understand, and agree to comply with the City of South Bay Credit Card User Policy.

Employee Name (Print)

Employee Signature

Date

City of South Bay
Statement of Missing Documentation
For Credit Card

Complete this form if there is no documentation to support a charge on your credit card. One form must be completed in full for each instance of missing documentation. Original form must be promptly forwarded to the Finance Department for processing. Delays in forwarding this document may result in finance fees being charged to your account.

Vendor Name: _____

Date of Transaction: _____ Amount Charged \$ _____

Description of item(s) Purchased:

Explain why the documentation is missing:

What future action will be taken to ensure receipts are available:

Cardholder Signature

Date

City Manager Signature

Date

**CITY OF SOUTH BAY
AUTHORIZED USER CREDIT CARD AGREEMENT**

This agreement is entered into on this ____ day of _____, _____, by and between **The City of South Bay** (hereinafter “the City”), a Florida Municipal Corporation having its principal place of business at 335 SW 2nd Ave., South Bay, Florida 33493 and _____ (hereinafter “Authorized User”) of _____.

WITNESSETH:

WHEREAS, the City of South Bay has found it advantageous to issue City Credit Cards to certain authorized users as identified by resolution;

WHEREAS, the City of South Bay has further found that the issuance of City Credit Cards serves a valid and public purpose; and

WHEREAS, _____, has been named as an authorized user by resolution.

NOW THEREFORE, the parties intending to be legally bound, that for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the City and Authorized User agree as follows:

- I. Authorized User desires to obtain a City credit card.
- II. The City and Authorized User agree that the City credit card shall be used for official city business only and not for any non-city, personal purchases or expenditures, even if the Authorized User offers to reimburse the City for that non-city, personal purchase or expenditure.
- III. The City and Authorized User agree that all purchases made with the City credit card shall be in accordance with the City’s Purchasing Code including, but not limited to, the Purchasing Code provision with the prior approval of the City Manager/Public Works Director, is authorized to make purchases for any one (1) order at any one (1) time up to but not to exceed three hundred dollars (\$750.00).
- IV. The City and Authorized User agree that unauthorized purchases shall include, but not be limited to, cash advances, payment of invoices or statements, purchases not authorized by an authorized user, personal purchases of any kind, and purchases in violation of the City’s Purchasing Code.
- V. Authorized User agrees that he or she shall submit itemized receipts to the Finance Department along with the signed credit card receipt in a time frame to be determined by the Director of Finance in order to properly and timely process payments for the City. Authorized User agrees that failure to timely submit said receipts shall result in immediate revocation of the City Credit Card.
- VI. Authorized User agrees that he or she shall immediately notify the City Manager, the Finance Director, and the credit card company if the City credit card is lost or stolen. Authorized User agrees that he or she shall be responsible for any and all expenses incurred on the lost or stolen credit card.

L. D. Camel – Interim City Manager
M. Saadatmand – Finance Director

21

06/13

- VII.** Authorized User agrees to immediately return his or her City credit card upon request by the City Manager, upon revocation of the card, upon separation from employment, or upon leaving office.
- VIII.** Authorized User agrees that the City Manager shall revoke the City credit card upon learning of any unauthorized use or failure to comply with the guidelines for such use.
- IX.** Authorized Users who are also employees of the City agree that unauthorized use or failure to comply with the guidelines for such use shall result in disciplinary action up to, and including, immediate termination.
- X.** Authorized Users who are also employees of the City agrees that he or she shall be responsible for all unauthorized charges and further specifically agrees that a payroll deduction may be made in compliance with Federal and State law for repayment of the unauthorized amount. Authorized User agrees that the maximum amount permissible by law will be deducted until the amount of the unauthorized purchase has been recovered. Authorized User agrees that other lawful means of recovery may be used by the City.
- XI.** Authorized Users who are also employees of the City hereby give the City an express lien on all salaries, wages and other sums payable to Authorized User by the City for the purpose of securing the City for the payment of any amount which may become due from employee under Section X. Authorized User authorizes the City to deduct said amount from any sums payable to Employee for salaries, wages, expense reimbursement or otherwise.
- XII.** Authorized Users who are not City employees but who are elected officials shall repay to the City the amount of any unauthorized charges or purchases within three (3) business days of the charge or purchase taking place.
- XIII.** In the event that any action, suit or other proceedings brought to interpret, enforce or obtain relief for a breach of this Agreement, the prevailing party shall be entitled to all such party's attorneys' fees and disbursements incurred in each and every such action, suit or proceeding, including any and all appeals or petitions there from.
- XIV.** Authorized Users who are also employees of the City expressly acknowledge and agree that this is not an agreement by the City to employ Authorized User for any specific period, and unless otherwise expressly agreed to in writing between the City and Authorized User, Authorized User's employment may be terminated at any time with or without cause by the City in accordance with any applicable rules or policies. All terms of this Agreement shall survive any termination of Authorized User's employment with the City.
- XV. Rules of Construction.**
- A. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior representations, agreements and understandings between the parties with respect to such subject matter.

B. *Amendments.* No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed by all parties to this Agreement.

C. *Governing Law.* This Agreement shall be exclusively governed and construed in accordance with the statutory and decisional law of the State of Florida.

D. *Severability.* If any provision of this Agreement, or the application of such provision, is held invalid by a court of competent jurisdiction, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected.

F. *Continuance of Agreement.* The rights, responsibilities and duties of the parties to this Agreement, and the covenants and agreements contained in this Agreement, shall continue to bind the parties, shall continue in full force and effect until each and every obligation of the parties pursuant to this Agreement (and any document or agreement incorporated hereby by reference) shall have been fully performed, and shall be binding upon the successors and assigns of the parties.

G. *Venue.* All court proceedings relating to the interpretation and the enforcement of or arising under this Agreement shall be held exclusively in the Circuit Court in and for Palm Beach County, Florida or in the U.S. District Court, Southern District of Florida, and Employee specifically consents to the jurisdiction of either of such courts and admits that venue in either of such courts is proper.

H. *Further Action.* The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to implement the purposes of this Agreement.

I. *Drafting.* This Agreement shall not be construed against the party who drafted same.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

City of South Bay a Florida Municipal Corporation

Witness:

Witness:

By: _____
Authorized User

Signature of Authorized User

**Attachment
Audit Report 2022-A-0001
City of South Bay Resurface Rock Island Road Construction Contract Audit**

Finding (1): The City did not manage the Agreement in accordance with the Agreement terms and conditions and applicable written guidance.

Recommendations:

- (1) The City follow its Purchasing Policy and Procedures, its Accounting Procedures Manual, and the Florida Prompt Payment Act.**
- (2) The City update its Purchasing Policy and Procedures to include a section titled, “Exceptions to the use of Purchase Orders” or delete the reference to such section.**
- (3) The City officials responsible for managing construction contracts become familiar with and follow contract terms and conditions.**
- (4) The City implement a documented construction contract management process to ensure that the requirements of construction contracts are met and train responsible City officials.**

Management Response:

Management concurs with this finding. All work required by the Agreement has already been performed. The City is now in the process of reviewing its financial purchasing policies and procedures and seeks to incorporate any revisions to its official purchasing code by December 2021. The City will ensure compliance of construction agreement by October 2021.

Notes – Examples of Documentation Needed to Resolve:

1. Recommendation 1 – Provide a copy of a recent construction contract and related payment support (purchase order, check request form, check) showing compliance with City written guidance.
2. Recommendation 2 – Provide a copy of the updated Purchasing Policy and Procedures.
3. Recommendation 3 – Provide copy of construction project planning and/or status meeting agendas and/or minutes to review key construction contract specifications, terms, dates, progress, etc.
4. Recommendation 4 – Provide a copy of construction contract training schedule/agenda/presentation including the sign-in sheet(s) for training conducted.
5. Recommendation 4 – Provide a copy of the documented construction contract management process, narrative, and/or procedure.

Current Status: Pending

Finding (2): The City lacks sufficient controls over the payment process and the vendor master file.

Recommendations:

- (5) The City revise the Purchasing Policy and Procedures and Accounting Procedures Manual to include the mitigating controls of the City Manager's review and approval of all invoice/check request payments and the reporting of prior period cash disbursements to the City Commission.**
- (6) The City establish a standard numbering convention for assigning vendor numbers and implement routine monitoring, review, and purging of the vendor master file to identify and resolve inactive, unauthorized, and erroneous vendor records.**
- (7) The City inactivate the 689 vendors without payment activity for over two (2) years.**

Management Response:

City concurs with finding and will update the accounting manual to include the City Manager or designee's authorization for approval in the disbursement process by November 2021, the Finance Department as corrected the AP vendor Masterfile as September 2021 to show active and inactive vendors and will periodically review the AP vendors listing for inactive accounts along with reviewing and implementing a procedure to assign a vendor number to new accounts payable vendors by November 2021 without purchasing expensive software.

Notes – Examples of Documentation Needed to Resolve:

- 1. Recommendation 5 – Provide a copy of the updated Purchasing Policy and Procedures.
- 2. Recommendation 5 - Provide a copy of the updated Accounting Procedures Manual.
- 3. Recommendation 6 – Provide documentation showing the standard vendor numbering convention that has been established.
- 4. Recommendation 6 – Provide copy of process, narrative, policy and/or procedure showing the schedule or plan for monitoring, reviewing, and purging of the vendor master file.
- 5. Recommendation 7 – Provide a copy of the updated vendor master file.

Current Status: Pending

RESOLUTION NO. 13-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR RENOVATION AND REPAIR OF BATHROOM REMODEL PROJECT BETWEEN TOTAL SOLUTION CONTRACTORS, INC. AND THE CITY OF SOUTH BAY AS AN EMERGENCY PURCHASE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that the City needs to renovate and repair the men's and women's Locker Room bathroom and shower at City Hall on an emergency basis as a result of water damage due to faulty hardware and deficient ADA accessibility; and

WHEREAS, the City Manager recommends acceptance of the general terms of the proposal submitted by Total Solution Contractors, Inc. in the amount of Thirty-Five Thousand Dollars (\$35,000.00) to complete the work, attached hereto as Exhibit "A"; and

WHEREAS, the cost of the project will be paid for from American Rescue Plan Act appropriated funds; and

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

WHEREAS, authorizing the City Manager to execute the Agreement between Total Solution Contractors, Inc. and the City of South Bay on an emergency basis is in the best interests of the residents of the City.

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

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

Section 2. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement between the City of South Bay and Total Solution Contractors, Inc., attached hereto as Exhibit "A" for the renovation and repair of the men's and women's Locker Room bathroom and shower at City Hall on an emergency basis. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 5th day of April 2022.

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)

AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____, 2022, between:

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

and

TOTAL SOLUTION CONTRACTORS, INC
a company, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

- 1.1 CITY is in immediate need of an independent contractor to renovate and repair the men's and women's Locker Room bathroom and shower at City Hall
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2 STATEMENT OF WORK

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

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

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

ARTICLE 3 COMMENCEMENT OF SERVICES

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

ARTICLE 4 CONTRACT SUM

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

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

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

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice

will be sent to the City's Finance Department for payment.

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

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

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

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

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees,

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

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

ARTICLE 8 INDEPENDENT CONTRACTOR

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

ARTICLE 9 PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____0____ Dollars.

ARTICLE 10 CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11
TERM AND TERMINATION

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

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

11.3 The parties contemplate that the Agreement will be for a period of one (1) month term, as agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

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

ARTICLE 13
MISCELLANEOUS

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

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned,

transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

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

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

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

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

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

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

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

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

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

CONTRACTOR: Ryan Dobson, President/General Contractor
Total Solution Contractors, Inc
3940 10th Ave. Suite 5A
Lake Worth, FL. 33461

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

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

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

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

permitted by law.

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

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

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

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

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

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

CITY OF SOUTH BAY

ATTEST:

Natalie Malone, City Clerk

BY: _____
Leondrae Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

BY: _____

Ryan Dobson, President
Total Solution Contractors, Inc.

ATTEST:

SECRETARY

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

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

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

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

(STATEMENT OF WORK)

total solution CONTRACTORS
 3940 10th AVE N #5A
 lake worth, FL 33461
 561-247-1106
 admin@totalsolutioncontractors.com

Estimate



ADDRESS

Leondrae Camel
 City of South Bay
 City of South Bay
 South Bay, FL 33493

ESTIMATE #	DATE	
1123	03/29/2022	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Skim- re-texture drywall light hand texture) knockdown. existing ceiling and paint	1	0.00	0.00
	Sales	Remove existing tile dispose of debris	1	0.00	0.00
	Sales	install new tile (tsc can not guarantee new tile can match level of existing epoxy floor border)	1	35,000.00	35,000.00
	Disclaimer	All material is guaranteed by manufacturer warranty, workmanship is guaranteed by TSC. All work to be completed in a workmanlike manner according to Florida Building Code. Any alterations or deviations from above specifications involving a written cost will be executed only upon written order (change order) and will become extra charge over and above estimate. Owner to carry fire, tornado, and other necessary insurance. Please note: written proposal is from visual inspection of unit, TSC will not bear the cost of any	1	0.00	0.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	TSC Estimate Terms	unforeseen conditions. Acceptance of proposal, the above prices, specifications and conditions are satisfactory and are hereby accepted, you are authorized to perform work as specified. Exclusions Permit Dumpster -Engineering, Blueprints, Etc -Survey -outside items specified and physically observed -Additional site work -Equipment-lifts, high reaches etc - All items unless specifically stated herein -Material, owner to provide all material as specified in above mentioned plans TSC to provide material Tile Setting Materials epoxy floor to remain Fire Bay, Bathroom in Break-room	1	0.00	0.00

Payment Schedule

40% material demo mobilization debris hauling \$14,000.00

progress payments per owner discretion

TOTAL

\$35,000.00

Accepted By

Accepted Date

RESOLUTION NO. 14-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT FROM COLOME & ASSOCIATES, INC. PERTAINING TO THE COX PARK REHABILITATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to enter into an agreement with a qualified vendor for Professional Architectural and Engineering Services for the Cox Park Rehabilitation Project; and

WHEREAS, the City approves the Professional Architectural and Engineering Services Agreement with Colome & Associates, Inc. in the amount of Forty-Three Thousand Seven Hundred Seventy-Eight Dollars and 56/100 (\$43,778.56); and

WHEREAS, the work order proposal from Colome & Associates, Inc. includes, but is not limited to, the following tasks: design, construction documents, cost estimating, permit documents, bidding and construction administration phases for the improvements to Cox Park Facilities; and

WHEREAS, the City has had a Continuing Services Agreement with Colome & Associates, Inc. for the provision of services pursuant to the Consultants' Competitive Negotiation Act ("CCNA") and consultant has provided services to City in the past; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") has vested authority in the City Manager and Mayor to execute the Agreement with Colome & Associates, Inc., attached hereto as Exhibit "A" as a continuing agreement; and

WHEREAS, the City Commission finds that execution of the Agreement is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the

attached Agreement with Colome & Associates, Inc. for Professional Architectural and Engineering Services for Cox Park Rehabilitation Project, as set forth in Exhibit "A" and further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution, including entering into the agreement to accomplish the objectives contemplated herein.

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

PASSED and **ADOPTED** this 5th day of April 2022.

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)

CONTINUING SERVICES AGREEMENT

For

ARCHITECTURAL/ENGINEERING PROFESSIONAL CONSULTING SERVICES

Between

CITY OF SOUTH BAY

And

COLOME & ASSOCIATES INC.

THIS AGREEMENT, is made effective on the last date of execution herein, between the CITY OF SOUTH BAY, FLORIDA, a Florida municipal corporation (the "CITY") and Colome & Associates, Inc., a Florida Corporation, (the "CONSULTANT"), whose principal place of business is 2780 S.W. Douglas Road, Suite 302, Miami, FL 33133.

WHEREAS, the City has had a Continuing Services Agreement with Colome & Associates, Inc. for the provision of services pursuant to the Consultants' Competitive Negotiation Act ("CCNA") and consultant has provided services to City in the past; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"), including attachment; and

WHEREAS, the purpose of this Agreement is to authorize Architectural/Engineering Services.

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

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning.

1.1 Lump Sum: a method of payment to the Consultant for services shall be pursuant to the provisions outlined in Exhibit "A" representing the letter from Consultant, Fee, Short Form Agreement and Labor/Fee estimates.

1.2 Specific Project Agreement: this an agreement to provide services for a particular Project in connection with -- City of South Bay -- Cox Park Block Grant Cox Park (Design, Construction Documents, Construction Administration).

1.3 Subconsultant Fee: the direct and actual cost of the Subconsultant shall be the cost with no markup, as reflected by actual invoices of the Subconsultant at the amount set forth in Exhibit "A".

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 Upon request of the City, Consultant shall provide services for the Project pursuant to the Scope of Services set forth in Exhibit "A", Consultant's Proposal, attached hereto.

2.2 In the event the City and the Consultant are unable to reach a satisfactory agreement as to the services to be provided and City determines that the best interests of the City would be served by procuring necessary services, then the City may, in its sole discretion, terminate this Agreement.

SECTION 3. TERM AND TERMINATION

3.1 The term of this Agreement shall be through completion of the project.

3.2 TERMINATION – For Convenience - This Agreement may be terminated by the City for convenience upon 30 calendar days' written notice to the Consultant. In the event of such termination, any services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City, up through the date of termination. Under no circumstances shall City make payment of profit for services that have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

SECTION 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach herein, an event of default shall include the following:

- 4.1.1 Consultant has not performed services in a timely manner;
- 4.1.2 Consultant has refused or failed to supply sufficient properly skilled staff personnel;
- 4.1.3 Consultant has failed to make prompt payment to Subcontractors or suppliers for any services;

- 4.1.4 Consultant has become insolvent or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or the Consultant's affairs have been put in the hands of a receiver;
- 4.1.5 Consultant has failed to obtain the approval of the City where required by this Agreement;
- 4.1.6 Consultant has failed in the representation of any warranties;
- 4.1.7 Consultant has refused or failed to provide the services as defined in this Agreement.

4.2 In the event Consultant fails to comply with the provisions of this Agreement, the City may declare the Consultant in default, notify the Consultant in writing, and give the Consultant a reasonable time to cure the default. In no event shall the time period for curing the defect exceed 15 business days unless otherwise agreed to by the parties. In the event payment has been made for services or any work not completed, the Consultant shall return these sums to the City within 10 days after notice that these sums are due. Nothing in this Article shall limit the City's right to terminate, at any time, pursuant to the provisions of this Agreement.

4.3 In an Event of Default, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

4.3.1 lost funding, and

4.3.2 all costs associated with procuring alternate services, including without limitation, for the Services and additional amounts expended by the City, including procurement and administrative costs.

4.4 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 Changes Permitted. Changes in the Scope of Services of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be Agreed upon by the same terms and conditions as the initial agreement based upon rates provided in Exhibit "A".

SECTION 6. CITY'S RESPONSIBILITIES

The City shall:

6.1 Provide Consultant with all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

6.2 Furnish to Consultant, at the Consultant's request, existing studies, reports and other available data pertinent to the services to be provided by Consultant.

6.3 Provide Consultant access to City property as required for Consultant to perform services.

SECTION 7. CODE OF ETHICS

Contract shall be subject to all applicable provisions required by the Palm Beach County Code of Ethics.

SECTION 8. POLICY OF NON-DISCRIMINATION

The Consultant shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Specific Project and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of Work under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to this Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization. Any reuse of such documents by the Consultant without the written consent of the City for the specific purpose intended will be at the Consultant's sole risk and is not authorized by the City.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

SECTION 10. RECORDS/AUDITS

10.1 Consultant shall maintain and require Subconsultants to maintain complete and accurate records, books, documents, papers and accounts pertaining to Work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by City

or any authorized City representative with reasonable notice and shall be kept for a period of three years after the completion of the Specific Project performed pursuant to this Agreement. Incomplete or inaccurate entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries.

10.2 Refusal of the Consultant to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement.

SECTION 11. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this Agreement. Services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant or an authorized Subcontractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

SECTION 12. ASSIGNMENT; AMENDMENTS

12.1 Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of City, which may be withheld for any reason.

12.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed by authorized agents of both parties.

SECTION 13. INDEMNIFICATION/HOLD HARMLESS

13.1 The Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement.

13.2 The Consultant acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision,

SECTION 14. INSURANCE

14.1 The Consultant shall not commence Work under this Agreement until Consultant has obtained all insurance required under this Section and such insurance has been approved by the Risk Manager of the City; nor shall the Consultant allow any Subcontractor to commence Work on its sub-contract until all similar insurance as such required of the Subcontractor has been obtained and approved. The Consultant shall secure and maintain such insurance throughout the duration of this Project Agreement.

14.2 Certificates of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the Consultant shall provide to the City Manager, certificates of Insurance evidencing the required insurance coverages. The certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to require the Consultant to provide a certified copy of such policies upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. All policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as an additional insured on all insurance policies, and with a waiver of subrogation in the City's favor. Consultant shall supply City with copies of all policies and required endorsements.

15.3 Policyholders and Financial Ratings must be no less than "A-VII" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

15.4 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be maintained during the term of this Agreement and any Project Agreement to comply with statutory limits for all employees, if required, and in the case any work that is sublet, the Consultant shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this policy Employer's Liability Insurance with minimum limits of \$1,000,000.00 for each accident.

15.5 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

15.6 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or Subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with a \$2,000,000 general aggregate.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations; 2) Independent Contractors and Products and/or Completed Operations; 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The City is to be specifically included as an additional insured with waiver of subrogation in favor of the City against the liability of the City resulting from operations performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the City as an additional insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

15.7 Professional Liability. The Consultant shall furnish professional liability insurance coverage in an amount not less than \$1,000,000.00 with a deductible of \$50,000.00 or less, per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of the Project Agreement. Upon request of the City, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the City, in writing, within 30 calendar days of any claims filed or made against this policy during the policy term.

15.8 All deductibles or self-insured retentions must be declared to and be approved by the City Manager or designee. The Consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures related to this Project Agreement.

SECTION 16. REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. The City designates the City Manager as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant shall inform the City Representative, in writing, of the representative of Consultant to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

If either the City or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the

prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which are applicable to or which affect the procedures of the Consultant.

19.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The Consultant shall ensure that no employee or affiliate of the Consultant, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

19.4 The Consultant's obligations under this Agreement shall survive termination or expiration of this Agreement.

19.5 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

19.6 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a

format that is compatible with the City's information technology systems. Upon termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

SECTION 20. SUBCONSULTANTS

20.1 In the event the Consultant requires the services of any Subconsultants/Subcontractors or other professional associates in connection with services covered by this Project Agreement, the Consultant must first secure the prior written approval of the City before acquiring subcontracted Work.

20.2 Any subcontract with a Subcontractor or Subconsultant shall afford to the Consultant rights against the Subcontractor or Subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination set forth herein.

20.3 No reimbursement or payment shall be made to the Consultant for any Subconsultants that have not been previously approved in writing by the City for use by the Consultant.

SECTION 21. NOTICES

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

FOR CONSULTANT:

[Redacted]

[Redacted]

FOR CITY:

City of South Bay
, City Manager

South Bay, Florida

With Copy to:

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

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Project Agreement are accurate, complete, and current at the time of contracting. Compensation under this Project Agreement shall be adjusted to exclude any sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of this Project Agreement.

SECTION 23. DISPUTE RESOLUTION

23.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

23.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Palm Beach County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 25. HEADINGS

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

SECTION 26. EXHIBITS

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

SECTION 27. SEVERABILITY

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

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

SECTION 28. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 29. CONFLICT-OF-INTEREST

29.1 To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector individuals or entities with regard to engineering issues within the City without first notifying the City of the services to be performed. If, after such notification, the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting work within the same office or organizational unit, but will clearly separate the work efforts. Furthermore, no information will be shared between the two units in performing such services. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by the Consultant in completion of the services under this Project Agreement.

29.2 Furthermore, Consultant covenants that no person under its employ who exercises any functions or responsibilities on behalf of the City, in connection with this Agreement, will have any personal financial interest, direct or indirect, with contractors or vendors providing professional services on this Specific Project assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to City.

SECTION 30. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement shall survive termination of the Agreement and shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 31. SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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 Contractor 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 City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on 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 Contractor 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 the above-stated contracting prohibitions then they shall become inoperative.

SECTION 32. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

SECTION 33. E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

FOR CITY:

**ATTEST:
SOUTH BAY CITY CLERK**

CITY OF SOUTH BAY

BY: _____
City Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
City Manager

By: _____
City Attorney

FOR CONSULTANT:

WITNESSES:

Print Name

Print Name

By: _____
Elizabeth A. Colome
Title: President

Print Name:

Dated: _____

(CORPORATE SEAL)

March 8, 2022 (revised 3/28/2022)

Mr. Leondrae Camel, City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

Re: **City of South Bay – Cox Park Block Grant**
Cox Park (Design, Construction Documents, Construction Administration)
South Bay, Florida

Dear Mr. Camel:

Our Firm – Colomé & Associates, Inc. (Architect) – would like to thank you for the opportunity to provide the City of South Bay with this proposal for architectural professional services for the proposed improvements to Cox Park outlined with in the Block Grant Program Application at the Cox Park locations in South Bay, Florida.

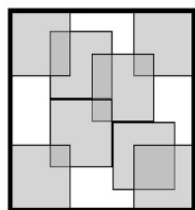
The project will consist of design, construction documents, cost estimating, permit documents, bidding, and construction administration phases for the following proposed improvements to Cox Park Facilities:

Cox Park scope of work shall consist of new site signage, reconstruct asphalt parking for ADA accessible spaces and ramps, add safety site lighting throughout perimeter of park, replace sports lighting heads on existing poles, new walking path at perimeter of park, replacing existing new plumbing fixtures at existing restrooms, and new perimeter site fencing.

The fees are based on the Department of Housing and Economic Sustainability Community Development Block Grant Program FY 2021-2022 and a phone call with Mr. King Kindred on 3/15/2022.

- Design and Construction Documents

Based on the approved conceptual design plans submittal to be prepared by this office, provide working drawings and specifications, described in detail sufficient for construction, including civil engineering, structural engineering, mechanical, electrical, and plumbing engineering, (limited to the proposed building renovations) and interior finish selection within the completed set of construction documents. Interior and exterior furnishing shall be selected and purchased by City of South Bay.



Colomé & Associates, Inc.

Florida Registration AA0003439

Architecture □ Planning □ Interiors

530 24th Street □ West Palm Beach, Florida 33407 □ Telephone: (561) 833-9147 □ Facsimile: (561) 833-9356 □ E-mail: colome@colome-arch.net



- Preparation and Permitting Submissions
 - Prepare and submit documents for permitting to the City of South Bay Building Department.
- Bidding
 - Assist City of South Bay in preparation of addenda and respond to General Contractor's or Construction Manager's RFI's during Bidding process.
- Construction Administration
 - Make a minimum of one visit per week by the architect, engineer, or subconsultants to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. The Architect / Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality of work, nor shall the Architect be responsible for the means, methods, techniques or procedures of construction selected by Contractor(s).
 - Review and approve the Contractor's shop drawings, or take other appropriate action, but only for the limited purpose of checking for conformance with information given and the design concepts expressed in the contract documents.
 - Prepare substantial and final punch list.
 - Prepare Final "As-Built" CAD files for owner based on general contractor's record drawings.
 - Expenses – The Architect and Design Professionals shall be paid for all expenses such as owner requested reproduction, postage and plotting expenses as an addition to the basic compensation at a stipulated lump sum of five hundred (\$500.00) dollars, which is included in the total professional services fee.

Fees

- Construction Documents, Bidding, Construction Administration, and Expenses – Architectural and Engineering design: Fees for performing services as outlined above shall be based upon the stipulated lump sum of forty-three thousand seven hundred seventy-eight dollars and fifty-sixty (\$43,778.56) cents.

The schedule and estimated task completion is as follows:

- 50% Construction Document phase (4 weeks from City of South Bay N.T.P)
- 100% Construction Document phase (4 weeks from PBC Review)
- Bidding phase (T.B.D.)
- Construction Administration phase (T.B.D.)

Fee Breakdown:

Design / Construction Document Phase	\$ 37,06.53
Construction Administration Phase	\$ 6,209.03
Expenses	\$ 500.00
Total Fee	\$ 43,778.56

Fee Breakdown per Discipline:

Architect: (Colome' & Associates)	\$ 27,705.56
M.E.P. Engineering: (JLRD, Inc.)	\$ 11,800.00
Civil Engineering: (Civil Design, Inc.)	\$ 4,273.00
Total Professional services -	\$ 43,778.56

- Additional Services

- Additional Services as requested by the Owner shall be based on the Architectural Hourly Rates stipulated below and the subconsultant Hourly Rates per their proposals or stipulated lump sum.

- Principal \$138.29 / hour
- Architect \$115.85 / hour
- Project Manager \$104.08 / hour
- Architectural Drafting \$82.94 / hour
- Clerical \$45 / hour

- Items excluded from this professional services fee proposal:

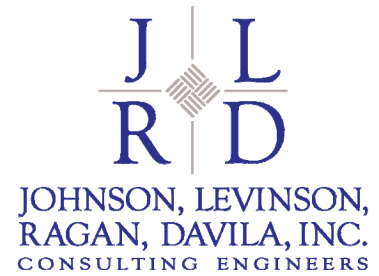
The following items are not included as part of this professional services fee proposal: This proposal does not include the documentation or analysis of green or sustainable building components or measures incorporated into this design. If the documentation or analysis (including life cycle analysis) of this building is required to meet Florida Statutes 255.251-255.259, this service can be provided as an "Additional Services", LEED design services, Fees related to project applications, registrations, and permitting, site plan approval or site plan amendment submissions, asbestos studies related to demolition of existing building, site drainage analysis or improvements, separate permit documents, surveying, geotechnical engineering, structural engineering, landscape architectural, irrigation design, sports field or roadway site lighting, any work professional services related to Tanner park, structural analysis for reuse of existing light poles, building mounted exterior lighting, environmental surveys, mechanical life cycle cost analysis, asbestos studies or abatement, replacement of existing site utilities, offsite improvements, fees related to water flow tests for fire sprinklers, specialty signage or monitors, complete fire protection system replacement, replacement of existing electrical FPL services, Art in Public Place services, CCTV, Wireless Access points (WAP) systems design, A/V systems design, lightning protection, emergency power, public address system design, interior design services, acoustical design services, Kitchen Hood & Fire Suppression system Design Services, re-design as a result of value engineering, and conformance documents.

G24. FS558.0035. –PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sincerely,



Elizabeth A. G. Colome' – Architect



1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 • (561) 689-2302 Fax
www.jlrdinc.com

SHORT FORM AGREEMENT

CLIENT: Mr. Joe Colome, Colome & Associates, Inc.

ENGINEER: Johnson, Levinson, Ragan, Davila, Inc.

PROJECT: City of South Bay – Cox Park Site
Electrical Engineering Services

Dear Joe,

Johnson, Levinson, Ragan, Davila (JLRD), Inc. is pleased to provide this proposal for the above referenced project. JLRD, Inc hereafter referred to as the Engineer, is hereby authorized to perform the Services requested by Colome & Associates, Inc., hereafter referred to as the Client, as outlined below:

SCOPE:

Renovate one existing park pertaining to general perimeter lighting and parking lot lighting. Proposal is based upon a scope of work and proposed site plan drawing provided via e-amil on March 1, 2022. The scope of work is as follows:

- 1. Provide design to reconstruct the parking lot and provide new lighting poles, fixtures, and lighting controls.*
- 2. Add safety lighting for the pedestrian walkway around the perimeter of the park.*
- 3. Replace existing sports lighting heads.*
- 4. It is assumed the existing electrical distribution system has sufficient capacity and breaker mounting space to accommodate the proposed circuits, without upgrade or additional panelboards. For sports lighting, existing poles will be re-used.*

Services for shop drawing review, construction observation, and recording in CAD format the Contractor's as-built, red-lined documents has been requested and therefore is included.

Project specifications will be provided on the drawings.

It is assumed as-built documentation will be provided to the engineer for use as the basis of the design.

EXCLUSIONS

1. Sport court or roadway lighting.
2. Reuse of existing poles without owner provided structural analysis.
3. Building-mounted lighting.
4. Other MEP scope not specifically listed above.

FEES:

For the Scope identified above the Engineer shall be paid a lump sum fee of Eleven Thousand Eight Hundred Dollars (\$11,800.00). Invoices for services rendered are prepared monthly and are due and payable within thirty (30) days from date of the invoice.

TIME OF PERFORMANCE:

Work will be completed with due and reasonable diligence after receipt of this executed agreement.

The Client and the Engineer shall each effect and maintain insurance to protect themselves from claims under worker's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from.

Neither party shall be liable for any special, incidental, indirect, or consequential damages, regardless of whether or not it was advised by the other party of the possibility or certainty of such damages.

The Engineer shall maintain professional liability insurance and when specifically requested by the Client, provide evidence of same. The Engineer's liability shall be limited to the total aggregate amount of fees paid to the Engineer or \$20,000, whichever is greater.

This contract shall be governed by the laws of the State of Florida, and the appropriate venue for any actions arising out of the agreement would be West Palm Beach, Florida.

The above proposal is based upon receipt of existing as-built drawings. If as-built drawings are not available or cannot be provided, the Engineer may require the Owner to provide selective demolition of concealed conditions, i.e., underground plumbing piping, for coordination of tying new work to existing infrastructure. The Engineer shall not be held accountable for unforeseen conditions.

Should we be retained to do the work, I would provide a copy of our standard agreement for a contract between our firms. If you have any questions, please call me.

Very truly yours,

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.



Jason Carpentier, PE
Associate

JAC/bev

Enc.

City of South Bay Cox and Tanner Parks Block Grant
March 4, 2022

Description

This project is described as civil engineering services for improvements to Cox Park in South Bay, FL. The scope of the civil engineering improvements consists of reconstruction of the existing parking lot (± 10 spaces with ADA aisle and ramps if needed) to meet accessibility requirements and addition of a perimeter (± 950 LF) asphalt walking path.

Scope of Services

1. Services. Consultant will provide services as follows:
 - 1.1. Perform site visit to review existing conditions and verify survey information.
 - 1.2. Prepare construction documents consisting of plans, details and specifications for the reconstructed parking lot and asphalt walking path.
 - 1.3. Perform construction phase services to include:
 - 1.3.1. Shop drawing review.
 - 1.3.2. In-progress field visit (2 assumed).
 - 1.3.3. Punch list and final site walk through (1 assumed).
 - 1.3.4. Prepare record drawings from contractor provided asbuilts.
 - 1.3.5. Certification letter for completed work for building department (if required).
 - 1.4. Excludes (due to the minor nature of the work):
 - 1.4.1. Drainage analysis, impacts or improvements.
 - 1.4.2. Separate civil permitting.
 - 1.4.3. All work limited to Cox Park. No civil scope identified for Tanner Park.

2. Fee Breakdown & Summary:

Project: City of South Bay Cox and Tanner Parks Block Grant

CDI Proposal #: 22-014

Date: 3/4/2022

		Principal Engineer	Senior Engineer	Project Engineer	CAD Technician	Project Costs	TOTAL HOURS	Summary
Task		\$214.23	\$168.30	\$137.73	\$92.31	\$1.00		
01 Design Phase Services		\$0	\$337	\$1,515	\$738	\$0		\$2,590
001	Site visit to verify conditions			3			3	\$413
002	Prepare plans (Civil Cover, Demolition, PG&D, Details, Plan Specs)		2	8	8		18	\$2,177
Subtotal Design Hrs		0	2	11	8		21	
02 Construction Phase Services		\$0	\$168	\$1,515	\$0	\$0		\$1,683
001	Shop drawing review			1			1	\$138
002	Field visit (2 assumed)			6			6	\$826
003	Punch and final site visit (1 assumed)			3			3	\$413
004	Record Drawings			1			1	\$138
005	Certification letter		1				1	\$168
Subtotal CA Hrs		0	1	11	0	0	12	
PROJECT TOTALS		0	3	22	8		33	\$4,273



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Burnadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date: April 1, 2022

Ref: Weekly check register

Enclosed, please find the summary of check register as of April 1, 2022

General Fund

• Utility:		
FPL	\$	5,932.79
PBC Water Utility		2,515.03
Comcast		2,856.16
• FL Municipal Ins		22,759.25
• United Health		22,893.34
• Norris-Weeks, PA		13,942.04
• Cardno, Inc		6,387.72
• Civic Plus		3,500.01
• Andre Hamilton		4,150.00
• Total Solution		15,000.00
• Bank of America		2,048.86
• CAP Government		2,307.50
• PBC Sheriff Office		18,657.42
• Ford Credit		2,667.94
• Payment for various services & Goods		18,802.13
• Payroll Deductions		8,611.10
• Other		13,561.76
		<u>13,561.76</u>
	Total	\$ 166,589.05

ARP Act Fund

Duval Ford	\$	168,929.00
2SBW		12,960.00
Everglades Equipment		25,400.00
Revenue loss 2019-20		171,322.21
Revenue loss 2020-21		68,388.17
Rental Assistant		551.00
Payroll		2,173.55
	\$	<u>449,723.93</u>

Capital Project Fund

CAP Engineering/Government	\$	14,362.50
R&D Paving		81,945.83
	\$	<u>96,308.33</u>

Sanitation Fund

Waste Management	\$	<u>39,495.00</u>
------------------	----	------------------

"An equal Opportunity
Affirmative Action Employer"

AP Check Register Report

City Of South Bay (CSBFND)

2/25/2022 12:57:47 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14076	1032	CARIBBEAN TIRES	2/25/2022	95.00	A
14077	1033	ISGERLOVE NICOLAS	2/25/2022	300.00	C
14078	AFLAC	AFLAC	2/25/2022	1,456.01	B
14079	BELLE GLADE CHAMBER	BELLE GLADE CHAMBER OF COMMERCE	2/25/2022	150.00	C
14080	BELLE GLADE WHOLES	BIG LAKE SNACK SALES, INC	2/25/2022	28.84	A
14081	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	2/25/2022	1,326.30	B
14082	COMCAST	COMCAST	2/25/2022	292.75	
14083	COMCAST BUSINESS	COMCAST	2/25/2022	653.58	
14084	DONTE ADAMS	DONTE ADAMS	2/25/2022	150.00	C
14085	DUVAL FORD	DUVAL FORD	2/25/2022	58,574.00	
14086	FORD MOTOR CREDIT CC	FORD MOTOR CREDIT COMPANY LLC	2/25/2022	899.74	
14087	IAMAW	IAMAW	2/25/2022	242.08	B
14088	KELLY TRACTOR	KELLY TRACTOR	2/25/2022	1,009.71	A
14089	LIBERTY NATIONAL	LIBERTY NATIONAL	2/25/2022	325.96	B
14090	MUTUAL OF OMAHA	MUTUAL OF OMAHA	2/25/2022	331.96	C
14091	NEW SOUTH BAY VILLAS	NEW SOUTH BAY VILLAS, LTD	2/25/2022	551.00	
14092	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	2/25/2022	265.00	A
14093	PALM BEACH COUNTY	BOARD OF COUNTY COMMISSIONERS/ PALM BEACH	2/25/2022	110.00	C
14094	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	2/25/2022	910.00	A
14095	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	2/25/2022	468.96	L
14096	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	2/25/2022	599.63	B
14097	ST. JUDE PLACE	ST. JUDE PLACE	2/25/2022	40.00	L
14098	UNITED HEALTH CARE	UHS PREMIUM BILLING	2/25/2022	11,446.67	
14099	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	2/25/2022	97.00	B
				Non-Electronic Transactions:	80,324.19
				Total Transactions:	80,324.19

AP Check Register Report

City Of South Bay (CSBFND)

3/3/2022 9:38:41 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14100	ALLY	ALLY	3/3/2022	725 70	A
14101	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	3/3/2022	427 55	I
14102	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	3/3/2022	13,942 64	
14103	CARDNO	CARDNO, INC	3/3/2022	6,387 72	
14104	CIVICPLUS INC	CIVICPLUS LLC	3/3/2022	3,500 01	
14105	CLARKE	CLARKE	3/3/2022	585.17	A
14106	DUVAL FORD	DUVAL FORD	3/3/2022	81,068.00	
14107	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	3/3/2022	15.00	A
14108	FPL	FPL	3/3/2022	5,932 79	
14109	GLADES GAS & ELECTRI	GLADES GAS & ELECTRIC CORP.	3/3/2022	397.98	A
14110	LAKE HARDWARE	LAKE HARDWARE	3/3/2022	93 91	I
14111	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	3/3/2022	48 12	
14112	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	3/3/2022	2,515 03	
14113	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	3/3/2022	410 00	A
14114	SEASON TO SEASON, LLI	SEASON TO SEASON, LLC	3/3/2022	230 00	I
14115	XEROX CORP	XEROX CORPORATION	3/3/2022	250 41	
				Non-Electronic Transactions:	116,530.03
				Total Transactions:	116,530.03

AP Check Register Report
City Of South Bay (CSBFND)

3/7/2022 10:43:38 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14116	COMCAST	COMCAST	3/7/2022	161.35
Non-Electronic Transactions:				161.35
Total Transactions:				161.35

AP Check Register Report
City Of South Bay (CSBFND)

3/8/2022 2:21:24 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14117	COMCAST	COMCAST	3/8/2022	651.10
14118	COMCAST BUSINESS	COMCAST	3/8/2022	653.58
14119	MARATHON/MEX BANK	WEX BANK	3/8/2022	1,855.36 A
14120	TARANZA MCKELVIN	TARANZA MCKELVIN	3/8/2022	137.95 C
Non-Electronic Transactions:				3,297.99
Total Transactions:				3,297.99

AP Check Register Report

City Of South Bay (CSBFND)

3/9/2022 1:55:06 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14121	1034	WASHINGTON MARRIOTT MARQUIS	3/9/2022	1,890.93
14122	TARANZA MCKELVIN	TARANZA MCKELVIN	3/9/2022	290.58
Non-Electronic Transactions:				2,181.51
Total Transactions:				2,181.51

AP Check Register Report

City Of South Bay (CSBFND)

3/10/2022 9:32:40 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14123	1034	WASHINGTON MARRIOTT MARQUIS	3/10/2022	1,134.56
14124	PYRAMID SOLUTION GRC	PYRAMID SOLUTION GROUP LLC	3/10/2022	600.00
Non-Electronic Transactions:				1,734.56
Total Transactions:				1,734.56

AP Check Register Report

City Of South Bay (CSBFND)

3/10/2022 9:53:52 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14125	1034	WASHINGTON MARRIOTT MARQUIS	3/10/2022	1,512.74
Non-Electronic Transactions:				1,512.74
Total Transactions:				1,512.74

AP Check Register Report

City Of South Bay (CSBFND)

3/10/2022 10:01:10 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14126	1034	WASHINGTON MARRIOTT MARQUIS	3/10/2022	1,134.56
Non-Electronic Transactions:				1,134.56
Total Transactions:				1,134.56

C

AP Check Register Report

City Of South Bay (CSBFND)

3/10/2022 12:13:48 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14127	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	3/10/2022	1,336.53	C
14128	ANDRE L. HAMILTON	ANDRE L. HAMILTON	3/10/2022	4,150.00	
14129	BETTY BARNARD	BETTY BARNARD	3/10/2022	216.58	C
14130	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	3/10/2022	1,500.00	A
14131	FORD MOTOR CREDIT CC	FORD MOTOR CREDIT COMPANY LLC	3/10/2022	868.46	
14132	FSA	FLORIDA STORMWATER ASSOCIATION	3/10/2022	480.00	C
14133	JOE KYLES	JOE KYLES	3/10/2022	216.58	L
14134	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	3/10/2022	1,666.66	A
14135	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	3/10/2022	94.00	L
14136	KELLY TRACTOR	KELLY TRACTOR	3/10/2022	712.00	
14137	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	3/10/2022	500.00	B
				Non-Electronic Transactions:	11,740.81
				Total Transactions:	11,740.81

AP Check Register Report

City Of South Bay (CSBFND)

3/17/2022 11:30:01 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14138	1032	CARIBBEAN TIRES	3/17/2022	95.00	A
14139	1035	JENNIFER DE LA CRUZ	3/17/2022	300.00	C
14140	CAP GOVERNMENT	CAP GOVERNMENT	3/17/2022	2,307.50	
14141	CLARKE	CLARKE	3/17/2022	585.17	A
14142	FORD MOTOR CREDIT CC	FORD MOTOR CREDIT COMPANY LLC	3/17/2022	899.74	
14143	MY DOCTOR	MARTIN T. HARLAND DO	3/17/2022	150.00	A
14144	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	3/17/2022	18,657.42	
14145	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	3/17/2022	410.00	A
14146	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	3/17/2022	15,000.00	
14147	VRC	VRC	3/17/2022	362.56	A
14148	XEROX CORP	XEROX CORPORATION	3/17/2022	316.16	J
				Non-Electronic Transactions:	39,083.55
				Total Transactions:	39,083.55

AP Immediate Check Register Report

City Of South Bay (CSBFND)

3/23/2022 3:13:29 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14149	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	3/23/2022	250.00
Totals:			Total Transactions :	250.00

AP Check Register Report

City Of South Bay (CSBFND)

3/24/2022 12:11:25 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14150	1032	CARIBBEAN TIRES	3/24/2022	110.00
14151	1036	TARGET SURVEYING LLC	3/24/2022	1,200.00
14152	1037	FRANTCHA LOUIS	3/24/2022	300.00
14153	2 SBW	2 S.B.W. & ASSOCIATES, INC	3/24/2022	12,960.00
14154	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	3/24/2022	278.30
14155	HYDRAULIC SUPPLY COM	HYDRAULIC SUPPLY COMPANY	3/24/2022	121.05
14156	LAKE HARDWARE	LAKE HARDWARE	3/24/2022	167.36
14157	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	3/24/2022	24.50
14158	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	3/24/2022	230.00
Non-Electronic Transactions:				15,391.21
Total Transactions:				15,391.21

AP Check Register Report
City Of South Bay (CSBFND)

3/24/2022 3:19:02 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14159	BANK OF AMERICA, NA	BANK OF AMERICA	3/24/2022	2,048.86
14160	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	3/24/2022	25,400.00
14161	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	3/24/2022	765.00 A
Non-Electronic Transactions:				28,213.86
Total Transactions:				28,213.86

AP Immediate Check Register Report

City Of South Bay (CSBFND)

3/30/2022 8:35:25 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14175	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	3/30/2022	22,759.25
Totals:			Total Transactions :	22,759.25

AP Check Register Report

City Of South Bay (CSBFND)

3/29/2022 9:50:48 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14162	AFLAC	AFLAC	3/29/2022	1,453.67	B
14163	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	3/29/2022	381.31	C
14164	COMCAST	COMCAST	3/29/2022	292.75	
14165	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	3/29/2022	1,326.30	B
14166	DUVAL FORD	DUVAL FORD	3/29/2022	29,287.00	
14167	FLORIDAASSOCIATION2	FABTO (FEIN #91-2000956)	3/29/2022	300.00	C
14168	IAMAW	IAMAW	3/29/2022	181.56	B
14169	LIBERTY NATIONAL	LIBERTY NATIONAL	3/29/2022	325.96	A
14170	MY DOCTOR	MARTIN T. HARLAND DO	3/29/2022	150.00	
14171	MUTUAL OF OMAHA	MUTUAL OF OMAHA	3/29/2022	344.56	C
14172	ST. JUDE PLACE	ST. JUDE PLACE	3/29/2022	40.00	B
14173	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	3/29/2022	599.63	L
14174	UNITED HEALTH CARE	UHS PREMIUM BILLING	3/29/2022	11,446.67	
				Non-Electronic Transactions:	46,129.41
				Total Transactions:	46,129.41

AP Immediate Check Register Report

City Of South Bay (CSBFND)

3/30/2022 2:18:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14176	1040	DARRYL BROWN	3/30/2022	220.00
14177	1039	JEROME WEST	3/30/2022	220.00
Totals:			Total Transactions :	440.00

C
L

AP Check Register Report

City Of South Bay (CSBFND)

3/31/2022 9:15:53 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14178	1038	SOCORRO REYES	3/31/2022	300.00
14179	CITY OF BELLE GLADE	CITY OF BELLE GLADE	3/31/2022	1,402.92
14180	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	3/31/2022	1,500.00
14181	COMCAST	COMCAST	3/31/2022	141.35
14182	WALMART (CAPITAL ONE	CAPITAL ONE	3/31/2022	97.66
14183	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	3/31/2022	97.00
Non-Electronic Transactions:				3,538.93
Total Transactions:				3,538.93

AP Check Register Report

City Of South Bay (CSBFND)

3/17/2022 1:13:32 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
228	CAP ENGINEERING	CAP ENGINEERING	3/17/2022	11,912.50
229	CAP GOVERNMENT	CAP GOVERNMENT	3/17/2022	2,450.00
Non-Electronic Transactions:				14,362.50
Total Transactions:				14,362.50

AP Check Register Report

City Of South Bay (CSBFND)

3/4/2022 1:39:19 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
227	R&D PAVING LLC	R&D PAVING LLC	3/4/2022	81,945.83
Non-Electronic Transactions:				81,945.83
Total Transactions:				81,945.83

AP Check Register Report
City Of South Bay (CSBFND)

3/7/2022 10:54:00 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
273	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	3/7/2022	27,399.38
Non-Electronic Transactions:				27,399.38
Total Transactions:				27,399.38

AP Check Register Report

City Of South Bay (CSBFND)

3/17/2022 1:37:33 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
274	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	3/17/2022	11,689.76
Non-Electronic Transactions:				11,689.76
Total Transactions:				11,689.76

AP Check Register Report

City Of South Bay (CSBFND)

3/31/2022 10:14:33 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
275	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	3/31/2022	405.86
Non-Electronic Transactions:				405.86
Total Transactions:				405.86