



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, AUGUST 15, 2023

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 E. Berry

Commissioner:

Taranza McKelvin

Commissioner:

Albert L. Polk

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

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 COMMISSION WORKSHOP

CITY HALL CHAMBER
TUESDAY, AUGUST 15, 2023
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
 - a. Agenda Items
4. ADJOURNMENT

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, AUGUST 15, 2023
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*)**
 - a. Corey D. Wilkerson, President, (3ON3 BBALL Classic)
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.

 - a. Regular City Workshop and City Meeting
Approval of City Minutes – August 1, 2023
 - 5.a. Meeting Minutes August 1, 2023
 - b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - August 15, 2023
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - a. RESOLUTION NO. 35-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN TOTAL SOLUTION CONTRACTORS, INC. AND THE CITY OF SOUTH BAY FOR REPLACEMENT OF MULTIPLE SIDEWALKS; PROVIDING FOR AN EFFECTIVE DATE
 - 6.a. South Bay Agreement (Total Solution Contractors)
 - 6.a. Sidewalk Photos
 - 6.a. Sidewalk Notes
 - 6.a. Sidewalk Repair Scope R1
 - 6.a. Sidewalk Repair Scope of Work
 - b. RESOLUTION 36-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING AN EFFECTIVE DATE
 - 6.b. South Bay Code Enf CDBG Agreement FY23-24
7. **ORDINANCE**

8. ROSENWALD ELEMENTARY SCHOOL
9. FINANCE REPORT
 - a. Accounts Payable Report
 - 9.a. AP 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

CITY OF SOUTH BAY, FL
CITY/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, AUGUST 1, 2023
6:00PM

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza Mckelvin-Absent
Commissioner Albert Polk

Staff

Leondrae Camel, City Manager
Vicenta DelBosquez, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney-Absent
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator
Aiyana Bent, Navigation Coordinator

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

1. **CALL TO ORDER at 6:01pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Budget
 - b. FMCCA
 - c. Senator Lori Berman
 - d. Agenda Items
4. **ADJOURNMENT at 7:00pm**

Moved by: Vice Mayor Barnard
Seconded by: Commissioner Berry

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, August 1, 2023
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 August 1, 2023 at 7:00 p.m.

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

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza McKelvin-Absent
Commissioner Albert Polk IV

Staff:

Leondrae Camel, City Manager
Vicenta DelBosquez, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney-Absent
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator
Aiyana Bent, Navigation Coordinator

- 1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
- 2. DISCLOSURE OF VOTING CONFLICTS: NONE**
- 3. PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes):*
 - a. 90th Anniversary of Palm Beach College
- 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.

5a. Regular City Workshop and City Meeting: July 18, 2023

5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – August 1, 2023

Approve Consent Agenda**Moved by: Vice Mayor Barnard****Seconded by: Commissioner Polk**

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

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable)**a. RESOLUTION NO. 32-2023**

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

6.a. LESA South Bay 18th Addendum**Moved by: Commissioner Berry****Seconded by: Commissioner Polk**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Polk	YES

b. RESOLUTION NO. 33-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT FOR THE PROVISION OF AN ELECTION DAY POLLING LOCATION BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6.b. South Bay SOE Agreement**Moved by: Vice Mayor Barnard****Seconded by: Commissioner Polk**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Polk	YES

c. RESOLUTION NO. 34-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY,
FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A UNITED
STATES DEPARTMENT OF AGRICULTURE COMMUNITY FACILITIES
TECHNICAL ASSISTANCE AND TRAINING GRANT FOR FISCAL YEAR 2023;
PROVIDING FOR AN EFFECTIVE DATE

6.c. USDA Form SF424

6.c. USDA Form SF424

Moved by: Commissioner Polk**Seconded by: Vice Mayor Barnard**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Polk	YES

7. ORDINANCE: NONE**8. ROSENWALD ELEMENTARY SCHOOL: NONE****9. FINANCE REPORT**

a. Accounts Payable Report

9.a. AP Report

Approve finance report**Moved by: Commissioner Berry****Seconded by: Commissioner Polk**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Polk	YES

10. CITY CLERK REPORT

a. FLC Annual Conference August 9-13, 2023

b. NLC Summit November 16-18, 2023

11. CITY MANAGER REPORT: RFP For Street Repairs**12. CITY ATTORNEY REPORT: NONE****13. FUTURE AGENDA ITEMS**

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Taranza McKelvin-Absent

14.b. Commissioner Albert L. Polk IV

- Thank you

14.c. Commissioner Esther Berry

- Thank you

14.d. Vice Mayor Betty Barnard

- Thank you

14.e. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 7:27pm

Moved by: Vice Mayor Barnard

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 35-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN TOTAL SOLUTION CONTRACTORS, INC. AND THE CITY OF SOUTH BAY FOR REPLACEMENT OF MULTIPLE SIDEWALKS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that multiple sidewalks are in need of repair; and

WHEREAS, on July 10, 2023, the City discovered deficiencies such as painted over cracks and buckling deficiencies on the sidewalk along SW 7th Ave. and SW 12th Ave. within the City limits; and

WHEREAS, on July 24, 2023, Total Solution Contractors, Inc. submitted a quote in the amount of Forty-Three Thousand Dollars and 00/100 (\$43,000.00) to repair the sidewalks; 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, the City Commission of the City of South Bay finds that the execution of an emergency purchase agreement for the repair of multiple sidewalks 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 an Agreement between Total Solution Contractors, Inc. and the City of South Bay, attached hereto as Exhibit "A", for the provision for replacement of multiple

sidewalks, 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 15th day of August 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, 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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2023, 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 repair multiple sidewalks along SW 7th Avenue and SW 12th Avenue throughout the city.
- 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 Composite 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 in the amount of Forty-Three Thousand Five Dollars and 00/100 (\$43,000).

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 (\$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, 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 six (6) month term, with one (1) six (6) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

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

ARTICLE 13
MISCELLANEOUS

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

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

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

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not

exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH, 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT:** (561) 996-6751, City Clerk, 335 SW 2nd Avenue, South Bay, FL 33493; sbcityclerk@southbaycity.com.

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 J. Dobson
Total Solution Contractor , Inc.
3940 10th Ave. N, Ste. 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.

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

CITY OF SOUTH BAY

ATTEST:

Vicenta Del Bosquez, City Clerk

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY: _____
Joe Kyles, Mayor

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY:_____

Ryan J. Dobson, President
Total Solutions Contractors, INC

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

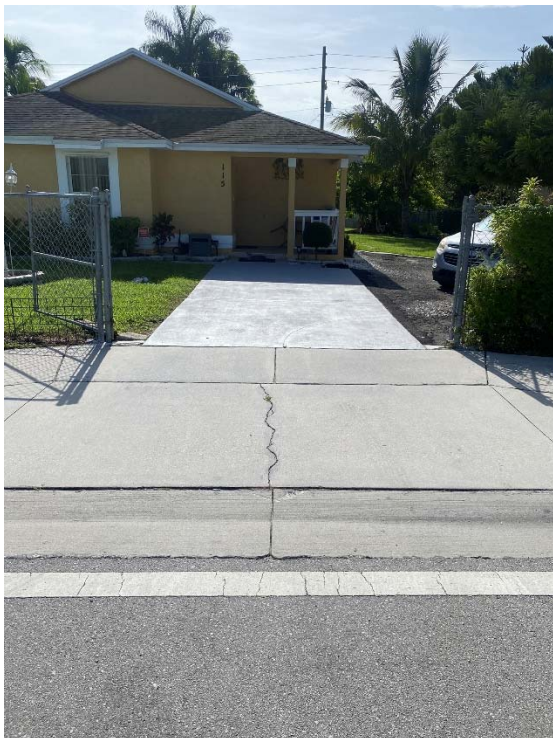
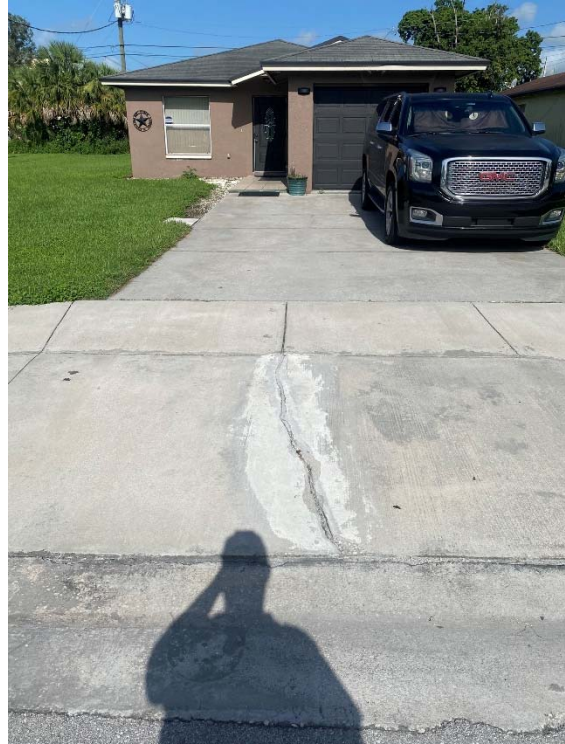
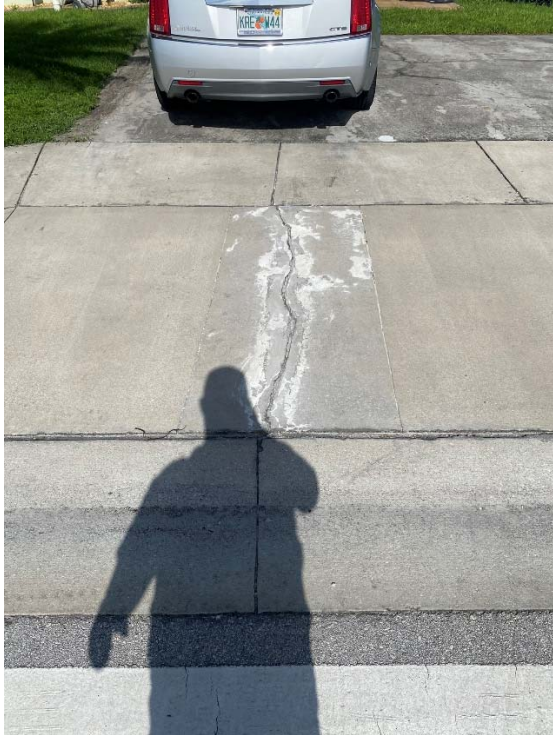
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official 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 _____, 2023.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK, ARTICLES OR CORPORATION AND PHOTOS)





Edgar Kerr

From: Leondrae Camel
Sent: Wednesday, July 19, 2023 6:39 PM
To: Edgar Kerr
Subject: Re: Sidewalk deficiencies on SW7 and SW12.

I have a quote to repair these sidewalks for \$38,000? Give me your feedback

Sent from my iPhone

On Jul 10, 2023, at 12:42 PM, Edgar Kerr <kerre@southbaycity.com> wrote:

Mr. Camel,

The following deficiencies was discovered on the sidewalk on SW 7th Ave. In most driveways, it is clear that the cracks was painted over with concrete and they are getting bigger. I also observed buckling sidewalks in certain areas. The same was observed on SW12th Ave. Cracks and buckling was found at these locations. Please be advised that a quote for repairs are forthcoming.

- ✓ 1. 106 SW 7th (Cracks) 6" Driveway
- ✓ 2. 110 SW 7th (Cracks) 6" Driveway
- ✓ 3. 120 SW 7th (Cracks) 6" Driveway
- ✓ 4. 115 SW 7th (Cracks) 6" Driveway
- ✓ 5. 130 SW 7th (Buckled mailbox) 4"
- ✓ 6. 155 SW 7th (Cracks) 6" Driveway
- ✓ 7. 210 SW 7th (Cracks) 6" Driveway
- ✓ 8. 220 SW 7th (Cracks) 6" Driveway
- ✓ 9. Lift station SW 7 (Cracks) 6"
- ✓ 10. 130 SW 12th (Cracks) - Down Ramp to Driveway
- ✓ 11. 245 SW 12th (Buckled) 4" down ramp both sides
- ✓ 12. Across from 290 SW 12th (Buckled) Down ramp transition to Driveway



Scope of Work

Client: City of South Bay

Address: 106 SW 7th (Cracks), 110 SW 7th (Cracks), 120 SW 7th (Cracks)

SW 7th (Cracks), 130 SW 7th (Buckled mailbox), 155 SW 7th (Cracks), 210 SW 7th (Cracks), 220 SW 7th (Cracks), Lift station SW 7 (Cracks), 130 SW 12th (Cracks), 245 SW 12th (Buckled), Across from 290 SW 12th (Buckled).

Scope: Saw Cut 4'X 4' or 5'X5 sections section of concrete where cracks and/ or buckles exists, remove sections and dispose of debris. Form, pour and finish (3k psi concrete w/ wire mesh, rebar dowels w/ epoxy to adjacent concrete if need) new sections of concrete where crack existed and where concrete was removed. Light Broom finish to match existing sidewalk w/ expansion (control joint) in each new section (flag). Base will be compacted before mesh and concrete pour



lift station
9"x6'



120
9 x 6
10x6



106
8x6
8x6



104
4x6
4x6



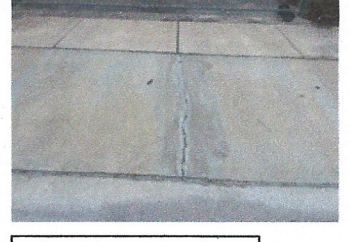
115
4x6



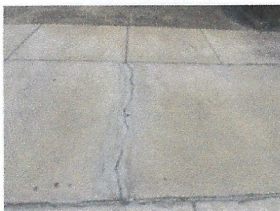
130
4x4 @ 2



155
4x6 @ 2



210
4x6



220
4x6



130 SW 12th
4x6



245 SW 12th
5x6



245 SW 12th
5x6@2



Scope of Work

Note:

Full width of sidewalk/driveway needs to be replaced, no partial cuts. Applies to all. Recommend compacting base under sidewalk before concrete pour.

Client: City of South Bay

Address: 106 SW 7th (Cracks), 110 SW 7th (Cracks), 120 SW 7th (Cracks)

SW 7th (Cracks), 130 SW 7th (Buckled mailbox), 155 SW 7th (Cracks), 210 SW 7th (Cracks), 220 SW 7th (Cracks), Lift station SW 7 (Cracks), 130 SW 12th (Cracks), 245 SW 12th (Buckled), Across from 290 SW 12th (Buckled).

Scope: Saw Cut 4'X 4 "or 5'x5 sections section of concrete where cracks and/or buckles exists, remove sections and dispose of debris. Form, pour and finish (3k psi concrete w/ wire mesh, rebar dowels w/ epoxy to adjacent concrete if need) new sections of concrete where crack existed and where concrete was removed. Light Broom finish to match existing sidewalk w/ expansion (control joint) in each new section (flag)



lift station
9"x6'



120
9x6
10x6

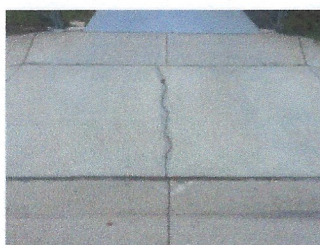


106
8x6
8x6

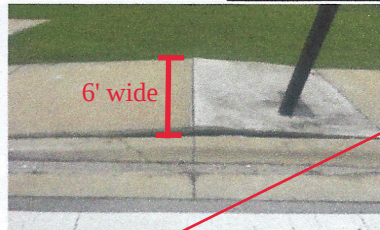


104
4x6
4x6

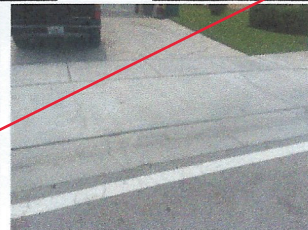
6' wide sidewalk.
Need to replace full
slab section no
partial.



115
4x6



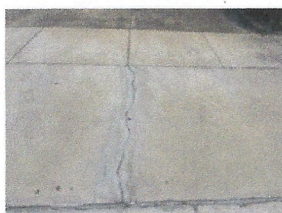
130
4x4 @ 2



155
4x6 @ 2



210
4x6



220
4x6



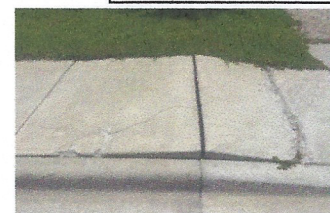
130 SW 12th
4x4

6'x6'



245 SW 12th
5x5

6'x6'



245 SW 12th
5x5 @2

6'x6' x 4 (other side has
same condition)

RESOLUTION 36-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING AN EFFECTIVE DATE

WHEREAS, Palm Beach County ("County") has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant ("CDBG") Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the County has made Thirty-Six Thousand Nine Hundred Eighty-Nine Dollars (\$36,989.00) in CDBG funds available to the City of South Bay ("City") to provide services to low and moderate income persons within its municipal boundaries by funding code enforcement services to enforce applicable housing and building codes; and

WHEREAS, the County and the City desire to provide the activities specified in the attached Agreement; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the Mayor and City Manager to execute a Community Development Block Grant Program Agreement between Palm Beach County and the City of South Bay 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 a Community Development Block Grant Program Agreement between Palm Beach County and the City of South Bay. The City Manager is further authorized to take all necessary and expedient action to effectuate the aims of this Resolution.

Section 3. Effective Date. That this Resolution shall take effect immediately upon its passage and approval by the City Commission.

PASSED and **ADOPTED** this 15th day of August 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, 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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

CDBG CODE ENFORCEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
CITY OF SOUTH BAY

THIS AGREEMENT, (the "Agreement") with an effective date of **October 1, 2023** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, and the **City of South Bay**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **335 S.W. 2nd Avenue, South Bay, FL 33493** ("Subrecipient").

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2023-2024** CDBG Action Plan, and the **City of South Bay**, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$36,989** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development.
- (D) "Subrecipient" means the **City of South Bay**, a Subrecipient as defined in 2 CFR Part 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Subrecipient shall implement the herein described code enforcements services, which activities have been determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit “A”, will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$36,989** for the period of Effective Date, through and including **September 30, 2024** (“Expiration Date”). Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The Effective Date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The Effective Date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed by the Subrecipient by Expiration Date.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines.

The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall it request reimbursement for payments made after the Expiration Date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment, the Palm Beach County Finance Department shall make payment as stated above.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written Agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and Palm Beach County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict 2 CFR Parts 184 and 200 shall supercede.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) PROGRAM - GENERATED INCOME

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED, if DHED so requires. Such income shall only be used to undertake the activities authorized by this Agreement, if DHED verifies and approves the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 24 CFR 570.204 and other applicable regulations which are incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits hereto). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

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

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

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the ("Project Area"), as defined in Exhibit A, shall be given opportunities for training and employment and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the Project Area shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make commercially reasonable efforts to utilize small business and minority/women-owned business enterprises for supplies and services, and provide such businesses the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low and moderate income. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance. The Subrecipient shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- A. **Commercial General Liability**: Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Business Automobile Liability**: Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- C. **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- D. **Waiver of Subrogation**: Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
 c/o Department of Housing & Economic Development
 100 Australian Ave, 5th Floor
 West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- F. **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

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

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined in Palm Beach County's current Five Year Consolidated Plan, by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

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

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

30. INDEPENDENT CONTRACTOR AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it is and will be acting as an independent contractor and that its employees will not be considered or deemed to be Palm Beach County employees, but shall at all times be and remain employees of Subrecipient.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

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

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

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.

- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. ENTIRE UNDERSTANDING

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20____.

(SUBRECIPIENT SEAL BELOW)

CITY OF SOUTH BAY

By: _____
Joe Kyles, Sr., Mayor

By: _____
Vincenta Del Bosquez, City Clerk

By: _____
Leondrae D. Camel, City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

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

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

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

By: _____
Sherry Howard
Deputy Director

EXHIBIT “A”**CODE ENFORCEMENT PROGRAM**
SCOPE OF WORK**1. THE SUBRECIPIENT AGREES TO:**

- A. **SCOPE OF WORK**: The Subrecipient shall utilize CDBG funds to carry out code enforcement activities within the legal boundaries of the Subrecipient. This area is considered the Subrecipient's designated code enforcement target area ("Target Area"). Code enforcement must primarily focus on health and safety of citizens, code compliance of businesses, buildings/structures and not just nuisance issues (overgrown lots, junk cars, etc.) and efforts must be undertaken in the Target Area with other public and private activities to arrest the area's deterioration and improve conditions. CDBG funds must be used in conjunction with other funding to undertake the activities.

Specifically, CDBG funds will be used to:

Pay all or a portion of the salary and benefits for the following Full-time staff: One (1) Code Compliance Officer (hereinafter referred to as "Officer"). The Officer shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her to do so within the Target Area described. Expenses eligible for reimbursement are contained herein and in Schedule "IV". The Officer's specific duties shall include, among other things:

- Patrol the Target Area for the prevention, detection, investigation and enforcement of violations of laws regulating public nuisance, health, safety and welfare;
- Performing on-site inspection of buildings and properties to ensure compliance with all applicable codes and reporting to state and federal agencies when violations are identified;
- Performing on-site inspection of businesses with storage and transport of hazardous wastes and reporting findings to applicable agencies;
- Public works, business activities, municipal affairs, sign standards, Federal and State regulations governing air and water quality;
- Researching and maintaining updated applicable building codes;
- Advising citizens and building professionals of zoning and land-use requirements;
- Performing on-site inspections of businesses to ensure that proper licensing is in place;
- Responding to complaints regarding code violations;
- Taking action, including citations, to ensure code compliance when violations are identified and to aid in the prevention of and/or elimination of slum and blight.

- B. **DETERMINATION OF TARGET AREA and IDENTIFICATION of DETERIORATED CONDITIONS**: The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of South Bay must delineate the boundaries of the Target Area and document the existing deteriorated conditions. The City must maintain this documentation on file.

Also, the City will submit, upon request, to DHED, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the Target Area.

- C. **CODE COMPLIANCE OFFICER(S)**: As indicated above, the Subrecipient shall employ Officer(s) in connection with this Agreement. The Officer(s) must be able to carry out the tasks described within this Agreement, and be able to demonstrate the qualifications that enable them to do so. The Officer(s) shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to DHED, the Subrecipient shall submit the following documents:

- Documentation documenting that the position of the Officer (if such positions were filled as new positions as a result of this Agreement) was competitively solicited prior to an Officer appointment to the position, and documenting that the opening for this position was advertised in a public forum in order to elicit applications from all prospective applicants.
- Documentation showing the annual or hourly salary paid for the position of the Officer.
- Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individuals are entitled).
- List of all paid holidays.

- D. **REPORTS**: The Subrecipient shall maintain and submit to DHED the following reports:

- (1) A **Daily Activity Record** attached hereto as Schedule “II”, shall be submitted to DHED by the 15th day of each month, and shall document the actual number and description of the code enforcement activities performed within the designated code enforcement target area.
- (2) A **Detailed Monthly Narrative Report** attached hereto as Schedule “III”, shall be submitted to DHED by the 15th day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above. Section B.2 of the Detailed Monthly Narrative Report, (Schedule “III”) shall detail all program income received by the Subrecipient that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504 and as described herein.

- E. **PROJECT BUDGET:** The Subrecipient shall utilize funds provided under this Agreement to pay for items listed under the CDBG Budget, attached hereto to as Schedule "IV". The Subrecipient attests to the accurate completion of Schedule "IV", especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform and obtain approval by the County of any changes to this budget.

Further budget changes within the designated contract amount can be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

- F. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Subrecipient shall comply with the following Performance Benchmarks:

- (1) Expend and request reimbursement from the County, of at least **75% (\$27,742)** of funding allocation no later than **July 15, 2024**; and
- (2) Expend the remainder of the funding allocation by **September 30, 2024**.

This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED.

The Subrecipient agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.

Failure by the Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter of the Subrecipient's compliance with the above.

- G. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Subrecipient shall submit, no later than the 15th day of each month, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement.

Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All reimbursement requests shall include an original **invoice and cover sheet**, attached hereto as Schedule "I", which shall be signed by a person authorized by the Subrecipient to submit invoices.

Additionally, a **Daily Activity Record**, attached hereto as Schedule "II", shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:

- A copy of the daily time sheets which account for all time worked by the Officers. The time sheets must also demonstrate the specific tasks undertaken by the Officers on such properties and the time taken to complete each task.
- Copies of the payrolls and paychecks to the Officers corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Subrecipient has paid any employer contributions due (e.g., contribution to FICA health insurance, retirement, etc.).
- Copies of documents satisfactorily proving that the Subrecipient has paid, on behalf of the employee, all contributions which are the responsibility of the employer.
- Copies of invoices and any relevant documentation requested by the County related to the vehicle leases and computer related expenses.

H. **REPAYMENT**: The Subrecipient shall repay to the County funds reimbursed under this Agreement if the Subrecipient fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County.

2. COUNTY RESPONSIBILITIES:

A. Reimburse the Subrecipient an amount not to exceed **\$36,989** for the salary, benefits and other related expenses of the Code Enforcement Program as delineated in Schedule "IV" attached herein:

The exact amounts requested for reimbursement may vary provided that the total CDBG amount paid to the Subrecipient does not exceed **\$36,989**.

- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DHED on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

TO: Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice #_____requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period from _____ through _____. You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

SCHEDULE "II"**DAILY ACTIVITY RECORD**

Period covered by this reimbursement request _____ Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED and HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CDBG TARGET AREA
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
TOTAL HOURS			

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DHED.

I further acknowledge that all information herein is subject to verification by DHED, Palm Beach County, U.S. HUD or their agents.

(Signature)_____
(Printed Name and Title)_____
(Date)

SCHEDULE "III"

DETAILED MONTHLY NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: **R**_____ - _____ Month Covered: _____

Subrecipient: **City of South Bay**

Address: 335 SW 2nd Avenue
South Bay, FL 33493

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: October 1, 2023 to September 30, 2024

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____%
CDBG Funding:	\$_____	\$_____	_____%
ESGP Funding:	\$_____	\$_____	_____%
Other Funding:	\$_____	\$_____	_____%

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

	<u>Received This Period</u>	<u>Funding To Date</u>
Program Income:	\$_____	\$_____
Source of Program Income:	_____	

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:**A. HIGHLIGHTS OF THE PERIOD:****B.**

<u>ACTIVITIES</u>	<u>#BENEFICIARIES THIS PERIOD</u>	<u>#BENEFICIARIES YTD</u>	<u>CONTRACT GOAL</u>

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:**D. PROBLEMS/CONSTRAINTS:****E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:**

SCHEDULE "IV"

PROGRAM BUDGET

ORGANIZATION: City of South Bay PROGRAM: Code Enforcement FY 2023-2024 PALM BEACH COUNTY CDBG										CONTACT NAME: Nepoleon T. Colins TITLE: Economic and Business Development Director PHONE: 561-996-6751						
A. PERSONNEL EXPENSES																
Salaries:																
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Fundraising Events)	% Alloc to Program	Other Funding (Other Grants)	Total	
Code Compliance Officer	1	\$33,280		\$24,413		\$0		\$0		\$0		\$0		\$0	\$24,413	
FICA		\$2,645		\$2,645		\$0		\$0		\$0		\$0		\$0	\$5,290	
Health Insurance		\$5,800		\$5,800		\$0		\$0		\$0		\$0		\$0	\$11,600	
Workers Comp		\$2,400		\$2,400		\$0		\$0		\$0		\$0		\$0	\$4,800	
Retirement		\$1,731		\$1,731		\$0		\$0		\$0		\$0		\$0	\$3,462	
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
		\$45,856		\$36,989		\$0		\$0		\$0		\$0		\$0	\$49,565	
Fringe Benefits:																
FICA						\$0		\$0		\$0		\$0		\$0	\$0	
Health Insurance						\$0		\$0		\$0		\$0		\$0	\$0	
Workers Comp						\$0		\$0		\$0		\$0		\$0	\$0	
Retirement						\$0		\$0		\$0		\$0		\$0	\$0	
				\$0		\$0		\$0		\$0		\$0		\$0	\$0	
Sub-Total Personnel															\$0	\$49,565
B. OPERATING COSTS																
1 Professional Fees																
	Audit Fees			\$0		\$0		\$0		\$0		\$0		\$0	\$0	
	Contract Help			\$0		\$0		\$0		\$0		\$0		\$0	\$0	
				\$0		\$0		\$0		\$0		\$0			\$0	
2 Insurance				\$0		\$0		\$0		\$0		\$0		\$1,664	\$1,664	
3 Supplies				\$0		\$0		\$0		\$0		\$0		\$550	\$550	
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0		\$1,000	\$1,000	
5 Utilities				\$0		\$0		\$0		\$0		\$0		\$900	\$900	
Subtotal Operating Costs															\$4,114	\$4,114
C. ADMINISTRATIVE COSTS															\$0	\$0
TOTAL PROGRAM BUDGET															\$4,114	\$53,679



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

Albert Polk

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Vicky Del Bosquez

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: August 9, 2023
Ref: Weekly check register

Enclosed, please find the summary of check register as of August 9 2023

General Fund

• Utility:		
	Comcast	\$ 976.67
	FPL	7,629.24
	PBCWU	2,683.28
• Bank of America		4,594.33
• United Health Ins		10,560.41
• PBC Sheriff		19,217.17
• HCT		25,000.00
• Unicus Railroad		3,000.00
• Marathon		3,540.32
• CAP Government		3,293.75
• Purchased of supplies, materials and parts		1,385.70
• Payment for various services		4,422.47
• Payroll deductions		3,265.43
• Other		<u>8,641.14</u>
	Total	<u>\$ 98,209.91</u>

ARP Act Fund

Home repair	\$ 10,000.00
Total Solution	38,000.00
Other	400.00
Payroll	<u>2,242.69</u>
	<u>\$ 50,642.69</u>

Sanitation Fund

Waste Management	<u>\$ 27,206.30</u>
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The expenses classifications are reported in general ledger.

AP Check Register Report

City Of South Bay (CSBFND)

8/8/2023 10:18:10 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH FOR 9978-823 /	COMCAST	COMCAST	08/08/2023	646.82	AND 1081-823
Totals:			Electronic Transactions:	646.82	
			Total Transactions:	646.82	

AP Check Register Report

City Of South Bay (CSBFND)

8/2/2023 1:53:28 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15527	1312	SIGNIA BY HILTON ORLANDO BONNET CAFE	8/2/2023	4,577.00	
				Non-Electronic Transactions:	4,577.00
				Total Transactions:	4,577.00

AP Check Register Report

City Of South Bay (CSBFND)

7/28/2023 8:44:05 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15521	1143	PPLSI	07/28/2023	87.32	
15522	1307	SELENE BATTLE	07/28/2023	150.00	
15523	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	07/28/2023	1,500.00	
15524	COSTCO	COSTCO	07/28/2023	120.00	
15525	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	07/28/2023	410.00	
15526	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	07/28/2023	230.00	
				Non-Electronic Transactions:	2,497.32
				Total Transactions:	2,497.32

AP Check Register Report

City Of South Bay (CSBFND)

7/26/2023 12:05:38 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15513	1308	THEODORE GREEN	07/26/2023	3,000.00	
15514	1309	MARY L. STEVENSON	07/26/2023	3,000.00	
15515	1310	BEAZIE BOY PRODUCTIONS	07/26/2023	400.00	
15516	1311	AIDE AGUILERA	07/26/2023	210.00	
15517	BANK OF AMERICA, NA	BANK OF AMERICA	07/26/2023	4,594.33	
15518	HCT	HARVEY, COVINGTON & THOMAS	07/26/2023	25,000.00	
15519	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	07/26/2023	19,000.00	
15520	WALMART (CAPITAL ONE	CAPITAL ONE	07/26/2023	223.26	
				Non-Electronic Transactions:	55,427.59
				Total Transactions :	55,427.59

AP Check Register Report

City Of South Bay (CSBFND)

7/28/2023 2:21:40 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PYMT 7-28-23	COMCAST	COMCAST	07/28/2023	329.85	PYMT 7-28-23
Totals:			Electronic Transactions:		329.85
			Total Transactions:		329.85

AP Check Register Report

City Of South Bay (CSBFND)

8/7/2023 9:47:50 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
318	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	8/07/2023	27,206.30	
Non-Electronic Transactions:					27,206.30
Total Transactions:					27,206.30

AP Immediate Check Register Report

City Of South Bay (CSBFND)

8/9/2023 9:17:50 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15561		TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC 08/09/2023	19,000.00	
Totals:			Total Transactions:	19,000.00	

AP Check Register Report

City Of South Bay (CSBFND)

8/8/2023 12:37:18 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15528	1143	PPLSI	08/08/2023	76.80	
15529	1146	VERIZON CONNECT FLEET USA LLC	08/08/2023	189.50	
15530	1171	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	08/08/2023	8.08	
15531	1211	SAMUEL KING	08/08/2023	2,000.00	
15532	1265	HATTIE STROTHER ROBERTS	08/08/2023	2,000.00	
15533	1284	UNICUS RAIL AND CONSULTING SERVICES	08/08/2023	3,000.00	
15534	1289	ALBERT POLK	08/08/2023	281.70	
15535	1313	ALLYANNA SALAZAR	08/08/2023	125.00	
15536	AFLAC	AFLAC	08/08/2023	1,459.00	
15537	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	08/08/2023	430.70	
15538	AMERICAN PUBLIC LIFE INSURANCE COMPANY	AMERICAN PUBLIC LIFE INSURANCE COMPANY	08/08/2023	1,423.61	
15539	BETTY BARNARD	BETTY BARNARD	08/08/2023	281.70	
15540	CAP GOVERNMENT	CAP GOVERNMENT	08/08/2023	3,293.75	
15541	CLARKE	CLARKE	08/08/2023	606.31	
15542	COLONIAL LIFE PROCESSING CENTER	COLONIAL LIFE PROCESSING CENTER	08/08/2023	734.40	
15543	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	08/08/2023	32.00	
15544	FPL	FPL	08/08/2023	7,629.24	
15545	IAMAW	IAMAW	08/08/2023	269.28	
15546	JOE KYLES	JOE KYLES	08/08/2023	224.00	
15547	JORDAN CONNORS GROUP, INC	JORDAN CONNORS GROUP, INC	08/08/2023	1,666.66	
15548	LAKE HARDWARE	LAKE HARDWARE	08/08/2023	136.74	
15549	LIBERTY NATIONAL	LIBERTY NATIONAL	08/08/2023	284.94	
15550	MARATHON/MEX BANK	WEX BANK	08/08/2023	3,540.32	
15551	MUTUAL OF OMAHA	MUTUAL OF OMAHA	08/08/2023	285.19	
15552	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	08/08/2023	19,217.17	
15553	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	08/08/2023	2,683.28	
15554	ROBBIE TIRE	ROBBIE TIRE	08/08/2023	595.00	
15555	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	08/08/2023	230.00	
15556	TARANZA MCKELVIN	TARANZA MCKELVIN	08/08/2023	245.70	
15557	UNITED HEALTH CARE	UHS PREMIUM BILLING	08/08/2023	10,560.41	
15558	VELMA ESPINOZA	VELMA ESPINOZA	08/08/2023	150.00	
15559	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ-TAYLOR	08/08/2023	212.85	
15560	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	08/08/2023	68.50	
Non-Electronic Transactions:					63,941.83
Total Transactions:					63,941.83