



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, FEBRUARY 6, 2024

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

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

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

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, FEBRUARY 6, 2024
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. Nathaniel Pecina (ClearGov)
 - b. Agenda Items
 - c. City Manager's Evaluation
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, FEBRUARY 6, 2024
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

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**
 - a. L.O.R.E (The Lake Okeechobee Regional Economic Alliance) update
Donia Roberts and Keith Wedgeworth
 - b. 39th MLK Oratorical Contest Winners
 - c. Laura Goodman (UNICUS) update
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 – January 2, 2024 Minutes
 - b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - February 6, 2024
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - a. RESOLUTION NO. 03-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN JACK BREWER FOUNDATION, INC. AND THE CITY OF SOUTH BAY FOR THE PROVISION OF FOOD DISTRIBUTION; PROVIDING FOR AN EFFECTIVE DATE
 - 6.a. MOU Agreement with Jack Brewer Foundation
 - 6.a. Jack Brewer Foundation
 - 6.a. Jack Brewer Foundation Serving Schedule
 - b. RESOLUTION NO. 04-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN WHOLISTIC HEALTH AND WELLNESS INC. AND THE CITY OF SOUTH BAY FOR MENTAL HEALTH SUPPORT SERVICES; PROVIDING FOR AN EFFECTIVE DATE
 - 6.b. MOU Agreement with Wholistic Health and Wellness
 - 6.b. Wholistic Health Business Plan/Who we are

- c. RESOLUTION 05-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PROVIDING FOR AN INCREASE IN THE CITY'S CREDIT CARD LIMIT FOR AUTHORIZED MANAGEMENT STAFF; PROVIDING FOR AUTHORIZED USERS OF CITY CREDIT CARDS; PROVIDING AN EFFECTIVE DATE
- d. RESOLUTION 06-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2023; PROVIDING FOR EFFECTIVE DATE
 - 6.d. Audit Engagement Letter
- e. RESOLUTION NO. 07-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT REGARDING BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANTS BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.
 - 6.e. Blighted Grant Awardee Notification and Interlocal Agreement
- f. RESOLUTION NO. 08-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY AGREEMENT BETWEEN UPTOWN O.G CONSTRUCTION LLC AND THE CITY OF SOUTH BAY TO CONDUCT A ROAD REPAIR PROJECT; PROVIDING FOR AN EFFECTIVE DATE
 - 6.f. Uptown OG Statement of Work
 - 6.f. South Bay Agreement
- 7. ORDINANCE
- 8. ROSENWALD ELEMENTARY SCHOOL
- 9. FINANCE REPORT
 - a. Accounts Payable Report
 - 9.a. AP Report
- 10. CITY CLERK REPORT
 - a. City of South Bay S.O.A.R Analysis February 7, 2024 11am at Tanner

Park

- b. City of South Bay Community Asset Mapping February 8, 2024, City Chambers 10am to 4pm
- c. 2nd Annual Bike Ride and Breakfast February 17, 2024 7am at Tanner Park
- d. NLC Congressional City Conference 2024 March 11-13, 2024

11. CITY MANAGER REPORT

- a.
 - 1. Goal Setting Workshop – Proposed Dates
 - a. February 20, 2024 – Time _____
 - b. February 27, 2024 – Time _____
 - 2. State of The City
 - 3. State and Federal Legislative Appropriations Update
 - a. NW 12th Ave Improvements
 - b. Stormwater Flood Control Management
 - c. Emergency Shelter Care Center
 - 4. Mass Notification Platform (SMS)
 - 5. Neighborhood and Community Services
 - 6. Infrastructure and Technical Advisory Committee
 - 7. Drainage Improvements Bid Evaluation
 - 8. Discussion on Commission Travel Planning
 - 9. Procurement Services
 - 10. Cox Park Improvements Completion
 - 11. Former South Bay Service Station Update

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

RESOLUTION NO. 03-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN JACK BREWER FOUNDATION, INC. AND THE CITY OF SOUTH BAY FOR THE PROVISION OF FOOD DISTRIBUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to enter into a Memorandum of Understanding ("MOU") with Jack Brewer Foundation, Inc. (hereinafter, "Jack Brewer Foundation") for the provision of fresh produce, meat, and staple food distribution. Local families who qualify for emergency assistance, homeless families and others will benefit weekly from the food aid; and

WHEREAS, the Jack Brewer Foundation is a 501(c)(3), with the Tax ID #56-2574991, founded in 2006 by former three-time NFL team captain Jack Brewer with the driving principle to "Empower from Within;" and

WHEREAS, the Jack Brewer Foundation programs include global prison ministry, disaster and medical relief missions, global orphan care programs and their nationally recognized American Heroes Fatherhood Initiative (AHFI), which offers after school programming and serves juveniles and adults who have been affected by the criminal justice system; and

WHEREAS, the Jack Brewer Foundation agrees to operate throughout the year with a pre-scheduled calendar six (6) months in advance for every Saturday of the month within the City of South Bay; and

WHEREAS, all services are free of charge to local families and individuals; and

WHEREAS, the Jack Brewer Foundation agrees to respect sites where there are unit stops and agrees not to cause damage to any site location where a stop is made; and

WHEREAS, the Jack Brewer Foundation agrees to diligently provide services of support, including navigation to available supportive community-based resources and providers; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Memorandum of Understanding between Jack Brewer Foundation 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 City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Memorandum of Understanding (MOU) between Jack Brewer Foundation, Inc. and the City of South Bay, attached hereto as Exhibit “A,” for the provision of food distribution. 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 6th day of February 2024.

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)

MEMORANDUM OF UNDERSTANDING

This two-party Memorandum of Understanding (MOU) is made and entered into this ____ day of February 2024 by and between the City of South Bay ("City") whose address is 335 SW Second Avenue, South Bay, Florida 33493 and Jack Brewer Foundation, Inc., a Florida Not for Profit Corporation whose address is 7648 Wiles Road, Coral Springs, FL 33067. This MOU shall remain in effect pursuant to the terms below:

Recitals

WHEREAS, the City of South Bay ("City") desires to enter into a Memorandum of Understanding ("MOU") with Jack Brewer Foundation, Inc. (hereinafter, "Jack Brewer Foundation") for the provision of fresh produce, meat, and staple food distribution. Local families who qualify for emergency assistance, homeless families and others will benefit weekly from the food aid; and

WHEREAS, the Jack Brewer Foundation is a 501(c)(3), with the Tax ID #56-2574991, founded in 2006 by former three-time NFL team captain Jack Brewer with the driving principle to "Empower from Within;" and

WHEREAS, the Jack Brewer Foundation programs include global prison ministry, disaster and medical relief missions, global orphan care programs and their nationally recognized American Heroes Fatherhood Initiative (AHFI), which offers after school programming and serves juveniles and adults who have been affected by the criminal justice system; and

WHEREAS, the Jack Brewer Foundation agrees to operate throughout the year with a pre-scheduled calendar six (6) months in advance for every Saturday of the month within the City of South Bay; and

WHEREAS, all services shall be free of charge to local families and individuals; and

WHEREAS, the Jack Brewer Foundation agrees to respect sites where there are unit stops and agrees not to cause damage to any site location where a stop is made; and

WHEREAS, the Jack Brewer Foundation agrees to diligently provide services of support, including navigation to available supportive community-based resources and providers; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Memorandum of Understanding between Jack Brewer Foundation and the City of South Bay is in the best interests of the residents of the City.

**RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA,
AS FOLLOWS:**

Article I: Term

This MOU will be effective for services rendered following the execution of this MOU by both parties. Either party may terminate this MOU at any time.

Article II: Scope of Services

Jack Brewer Foundation:

1. To ensure that residents of the City have access to food distribution of fresh produce, meat, and staple foods.
2. To ensure that all services are free of charge.
3. To ensure that the Jack Brewer Foundation offers to provide any services of support, including navigation to available supportive community-based resources and providers that can benefit the City of South Bay residents.
4. To ensure operation within the City of South Bay on every Saturday of each month.
5. To ensure that Jack Brewer Foundation respects sites where the mobile unit stops and agrees not to cause damage to any site location where a stop is made.

City of South Bay:

1. Ensure that Jack Brewer Foundation is permitted to operate within the City of South Bay pursuant to the terms set forth in the MOU.

Article III: Insurance

- 1, Jack Brewer Foundation shall not commence work under this MOU until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
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.
3. Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

4. Insurance shall be in force until all work required to be performed under the terms of the MOU 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 MOU, then in that event, Jack Brewer Foundation 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 MOU and extension there under is in effect. Jack Brewer Foundation shall not continue to work pursuant to this MOU unless all required insurance remains in full force and effect.

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.

6. Jack Brewer Foundation, Inc. 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 MOU and name the CITY as an additional insured under their policy.

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

The parties hereby execute this MOU by their duly authorized officials:

Leondrae D. Camel, City Manager
335 SW Second Avenue

South Bay, Florida 33493

City of South Bay
Jack Brewer, Chairman
7648 Wiles Road
Coral Springs, FL 33067

Date

Jack Brewer Foundation, Inc.

Date



(<https://thejackbrewerfoundation.org>)

Donations

(<https://donations.thejackbrewerfoundation.org/>)

THE
JACK BREWER
FOUNDATION

READ MORE

1,200 +
Active Donors

\$ 71 M+
Medical Aid Delivered

5,000 +
Children Fed Daily

20,000 +
Patients Treated Yearly

1,000 +
Bibles Delivered Yearly

8,000 +
Sets of Clothing Yearly



(<https://thejackbrewerfoundation.org>)

100,000 +
Lbs of Food Delivered Monthly

Donations
(<https://donations.thejackbrewerfoundation.org/>)

About Us



The Jack Brewer Foundation and Serving Ministries (JBF Worldwide Ministries) is a 501(c)(3) with the federal tax ID #56-2574991, was founded by former 3x NFL Team Captain and White House Presidential Appointee Jack Brewer. Since 2006, the honorable Mr. Jack Brewer has tirelessly led the organization with the driving principle to bring resources to the underserved by “Empowering from Within.” JBF Worldwide’s programs include global prison ministry, disaster and medical relief missions, orphan care and feeding programs, American Heroes fatherless youth program and our curriculum which supports incarcerated veterans and youthful offenders. All of our programs aim to follow the clear commandments of Jesus Christ.

To date, JBF has delivered over \$70 million in medical aid, supports over 35 orphan care centers, has helped deliver sports equipment to over one million underserved children and helps bring medical care to over 20,000 women and children around the world. The JBF Disaster Relief Team has delivered life saving resources and aid to families during some of the worlds most devastating acts of God. Our Serving Ministries work has helped build churches in Haiti and Malawi, while continuing to give away hundreds of bibles every year as we stay firm to our commitment in doing our part to spread the gospel to every nation.

“



(<https://thejackbrewerfoundation.org/>)

“The Spirit of the Lord is upon Me, Because He has anointed Me To preach the gospel to the poor; He has sent Me to heal the brokenhearted, To proclaim liberty to the captives And recovery of sight to the blind, To set at liberty those who are oppressed; To proclaim the acceptable year of the Lord.” - **Luke 4:18-19**

Donations
(<https://donations.thejackbrewerfoundation.org/>)



Initiatives

Heroes Fatherhood

Read More(<https://thejackbrewerfoundation.org/americanheroes>) [→](#)

Serving Ministries

Read More(<https://thejackbrewerfoundation.org/serving-ministries/>) [→](#)



(<https://thejackbrewerfoundation.org>)

Serving Institute

(<https://donations.thejackbrewerfoundation.org/>)

Read More(<https://thejackbrewerfoundation.org/servinginstitute>) [→](#)

Research & Advocacy

Read More(<https://thejackbrewerfoundation.org/research-advocacy>) [→](#)

Empowering From Within

JBF Highlight Video





Featured Friend, A Day in the life of Jack Brewer, Part 1

(<https://thejackbrewerfoundation.org>)



Donations

(<https://donations.thejackbrewerfoundation.org/>)

Featured Friend, A Day in the life of Jack Brewer, Part 2



Jack Brewer Foundation

News

04/20/2023 - Heroes 2nd Chance Fatherhood Graduation

([http://us16.campaign-archive.com/?](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2do6&id=72bc036465)

[u=ba1847ac5c264e71968af2do6&id=72bc036465](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2do6&id=72bc036465))

03/27/2023 - Jack Brewer Foundation 17th Anniversary

Celebration ([http://us16.campaign-archive.com/?](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2do6&id=72bc036465)



(<https://thejackbrewerfoundation.org>)

[u=ba1847ac5c264e71968af2d06&id=a51baee900](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2d06&id=a51baee900))

03/15/2023 - Jack Brewer Foundation Choir Prepares for Easter

(<http://us16.campaign-archive.com/?>

Donations

(<https://donations.thejackbrewerfoundation.org>)

[u=ba1847ac5c264e71968af2d06&id=f5bd32923e](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2d06&id=f5bd32923e))

02/23/2023 - JBF Hosts Weekly Food Distribution for Hundreds

of Broward County Families (<http://us16.campaign->

[archive.com/?u=ba1847ac5c264e71968af2d06&id=4edof3c86b](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2d06&id=4edof3c86b))

02/07/2023 - JBF Hosts Weekly Food Distribution for Hundreds

of Broward County Families (<http://us16.campaign->

[archive.com/?u=ba1847ac5c264e71968af2d06&id=6c2883d071](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2d06&id=6c2883d071))

10/10/2022 - JBF Starts Phase 2 of Ian Relief Mission

(<http://us16.campaign-archive.com/?>

[u=ba1847ac5c264e71968af2d06&id=da355803ab](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2d06&id=da355803ab))

10/05/2022 - JBF Partners with Next Level Trucking

(<http://us16.campaign-archive.com/?>

[u=ba1847ac5c264e71968af2d06&id=64aca76b3e](http://us16.campaign-archive.com/?u=ba1847ac5c264e71968af2d06&id=64aca76b3e))

09/29/2022 - JBF Malawi Medical Mission Update

(<http://us16.campaign-archive.com/?>



(https://thejackbrewerfoundation.org)

u=ba1847ac5c264e71968af2d06&id=d0999105f2)

09/26/2022 - TBN's Centerpoint Highlights The Jack Brewer

Foundation (http://us16.campaign-archive.com/?

Donations

(https://donations.thejackbrewerfoundation.org/)

u=ba1847ac5c264e71968af2d06&id=df4d213e11)

09/09/2022 - JBF Heroes Birthday Celebrations

(http://us16.campaign-archive.com/?

u=ba1847ac5c264e71968af2d06&id=4734b93c57)

Brewer Media



(https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) (https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) (https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)



Brewer Media (https://www.youtube.com/playlist?list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) 1 month ago (https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)



Brewer Media (https://www.youtube.com/playlist?list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) 1 month ago (https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)



Brewer Media (https://www.youtube.com/playlist?list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) 1 month ago (https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)

(https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) (https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) (https://www.youtube.com/watch?v=GzbzkiqQ5oE&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)

30 2 0 0



(https://www.youtube.com/watch?v=O13_A2eQbow&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) (https://www.youtube.com/watch?v=O13_A2eQbow&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) (https://www.youtube.com/watch?v=O13_A2eQbow&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)



Brewer Media (https://www.youtube.com/playlist?list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) 6 months ago (https://www.youtube.com/watch?v=O13_A2eQbow&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)



Brewer Media (https://www.youtube.com/playlist?list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) 6 months ago (https://www.youtube.com/watch?v=O13_A2eQbow&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)



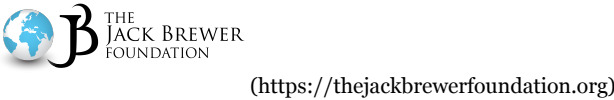
Brewer Media (https://www.youtube.com/playlist?list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O) 6 months ago (https://www.youtube.com/watch?v=O13_A2eQbow&list=PLWhVjbnWwVWdLohFQaifb7PdHkWB7O)

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67 2 0 0

92 1 0 0

50 5 0 0



Donations

(<https://donations.thejackbrewerfoundation.org/>)

Donations

(<https://donations.thejackbrewerfoundation.org/>)

All rights reserved

South Bay Food Distribution Schedule (6 month)

Serving Saturday's	Distribution Times
December 2, 2023	11:00am-3:00pm 11am (set up) 2pm (break down)
December 9, 2023	11:00am-3:00pm 11am (set up) 2pm (break down)
December 16, 2023	11:00am-3:00pm 11am (set up) 2pm (break down)
December 23, 2023	11:00am-3:00pm 11am (set up) 2pm (break down)
December 30, 2023	11:00am-3:00pm 11am (set up) 2pm (break down)
January 6, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
January 13, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
January 20, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
January 27, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
February 3, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
February 10, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
February 17, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
February 24, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
March 2, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
March 9, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
March 16, 2024	11:00am-3:00pm

JBIF Contact Person:
Zakia Muniz, Managing Director-(917)349-0099

South Bay Food Distribution Schedule (6 month)

	11am (set up) 2pm (break down)
March 23, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
April 6, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
April 13, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
April 20, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
April 27, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
May 4, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
May 11, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
May 18, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
May 25, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
June 1, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
June 8, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
June 15, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
June 22, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)
June 29, 2024	11:00am-3:00pm 11am (set up) 2pm (break down)

JBF Contact Person:
Zakia Muniz, Managing Director-(917)349-0099

RESOLUTION NO. 04-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN WHOLISTIC HEALTH AND WELLNESS INC. AND THE CITY OF SOUTH BAY FOR MENTAL HEALTH SUPPORT SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to enter into a Memorandum of Understanding ("MOU") with Wholistic Health & Wellness Inc. (hereinafter, "Wholistic Health & Wellness") which offers a range of mental health services, psychoeducational, educational/life skills workshops, mental health support groups, and community outreach programs aimed at fostering a stigma-free environment for mental health support; and

WHEREAS, Wholistic Health & Wellness is a registered 501(c)(3) non-profit organization in July 19, 2023 established in response to the evident lack of affordable mental health resources in the Glades communities; and

WHEREAS, the services provided will be free counseling sessions for underserved populations, sliding scale fees for others and specialized grief and trauma-informed therapies as well as individual, family and group counseling; and

WHEREAS, Wholistic Health & Wellness agrees to operate on the second Wednesday of each month within the City of South Bay; and

WHEREAS, Wholistic Health & Wellness agrees to provide experienced and diverse staff and develop strong community partnerships for the educational programs and provide resource development such as online resources, toolkits and community-based support groups; and

WHEREAS, Wholistic Health & Wellness agrees to diligently provide support for students 13-17 years of age with multiple suspensions within 90 days or recommendation of school or administrative staff, recommended by Department of Children and Families caseworkers/probation officers/courts; and to seek contracts, and referrals from educational facilities and detention centers to provide target students they think would benefit from programs; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Memorandum of Understanding between Wholistic Health & Wellness 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 City Manager to execute the Memorandum of Understanding (MOU) between Wholistic Health and Wellness and the City of South Bay, attached hereto as Exhibit “A,” for the provision of various mental health support services. 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 6th day of February 2024.

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)

MEMORANDUM OF UNDERSTANDING

This two-party Memorandum of Understanding (MOU) is made and entered into this ____ day of February 2024 by and between the City of South Bay ("City") whose address is 335 SW Second Avenue, South Bay, Florida 33493 and Wholistic Health & Wellness Inc. (hereinafter, "Wholistic Health & Wellness"), a Florida Not for Profit Corporation whose address is 3164 N. Jog Road #9209, West Palm Beach, FL 33411. This MOU shall remain in effect pursuant to the terms below:

Recitals

WHEREAS, the City of South Bay ("City") desires to enter into a Memorandum of Understanding ("MOU") with Wholistic Health & Wellness which offers a range of mental health services, psychoeducational, educational/life skills workshops, mental health support groups, and community outreach programs aimed at fostering a stigma-free environment for mental health support; and

WHEREAS, Wholistic Health & Wellness is a registered 501(c)(3) non-profit organization in July 19, 2023 established in response to the evident lack of affordable mental health resources in the Glades communities; and

WHEREAS, the services provided will be free counseling sessions for underserved populations, sliding scale fees for others and specialized grief and trauma-informed therapies as well as individual, family and group counseling; and

WHEREAS, Wholistic Health & Wellness agrees to operate on the second Wednesday of each month within the City of South Bay; and

WHEREAS, Wholistic Health & Wellness agrees to provide experienced and diverse staff and develop strong community partnerships for the educational programs and provide resource development such as online resources, toolkits and community-based support groups; and

WHEREAS, Wholistic Health & Wellness agrees to diligently provide support for students 13-17 years of age with multiple suspensions within 90 days or recommendation of school or administrative staff, recommended by DCF caseworkers/probation officers/courts; and to seek contracts, and referrals from educational facilities and detention centers to provide target students they think would benefit from programs; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Memorandum of Understanding between Wholistic Health & Wellness 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:

Article I: Term

This MOU will be effective for services rendered following the execution of this MOU by both parties. Either party may terminate this MOU at any time.

Article II: Scope of Services

Wholistic Health & Wellness:

1. To ensure to bridge the gap between underserved communities and their opportunities to receive adequate mental health services in the City of South Bay.
2. To ensure that all services are free of charge for underserved populations with a sliding fee scale for others.
3. To ensure that the mental health service program mission is to encourage, inspire, and empower at-risk youth males to become productive citizens, and reducing juvenile recidivism. To offer harm reduction and a range of community-based prevention programs and services.
4. To ensure that disadvantaged youth transcend their realities through changing their internal narratives.
5. To ensure operation within the City of South Bay on the second Wednesday of each month.
6. To ensure that Wholistic Health & Wellness helps teach coping strategies and instill hope.

City of South Bay:

1. Ensure that Wholistic Health & Wellness is permitted to operate within the City of South Bay pursuant to the terms set forth in the MOU.

Article III: Insurance

- 1, Wholistic Health & Wellness shall not commence work under this MOU until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
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.

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

4. Insurance shall be in force until all work required to be performed under the terms of the MOU 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 MOU, then in that event, Wholistic Health & Wellness 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 MOU and extension there under is in effect. Wholistic Health & Wellness shall not continue to work pursuant to this MOU unless all required insurance remains in full force and effect.

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 minim 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.

6. Wholistic Health & Wellness 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 MOU and name the CITY as an additional insured under their policy.

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

The parties hereby execute this MOU by their duly authorized officials:

Leondrae D. Camel, City Manager
335 SW Second Avenue
South Bay, Florida 33493

City of South Bay

Date

Lance Woodley
3164 N. Jog Road #9209
West Palm Beach, FL 33411

Wholistic Health & Wellness, Inc.

Date



A Behavioral health repository for bridging the gap of mental health care in underserved communities.

Executive Summary:

Wholistic Health and Wellness (WHW) is a non-profit organization committed to promoting mental wellness among underserved communities in the Glades Area. Our mission is to provide accessible, culturally sensitive mental health services to all individuals, regardless of their socio-economic status. WHW offers a range of mental health services, psychoeducational, educational & life skills workshops, mental health support groups, and community outreach programs

aimed at fostering a stigma-free environment for mental health support.

Organization Description:

- Legal Structure - Registered as a 501(c)(3) non-profit organization in 7/19/2023. Established in response to the evident lack of affordable mental health resources in our community.
- Services provided- Individual, family, and group counseling, psychoeducational workshops, and resource development for schools and local businesses.

Market Analysis:

- *Demographics:* Belle Glade include marginalized communities of youth, and low-income individuals/families, constituting an estimated 34.6% of our target population. In South Bay 25% of families live below the poverty level, and Pahokee families are 35.2%
- *Competitive Landscape:* Few accessible mental health services tailored to the specific needs of our target demographics.

SWOT Analysis:

- *Strengths:* Experienced and diverse staff, developing strong community partnerships.
- *Weaknesses:* Limited initial funding, initial outreach challenges.
- *Opportunities:* Growing awareness of mental health importance, potential for collaborative funding.
- *Threats:* Fluctuating funding landscape, possible resistance from traditional mental health institutions.

Services Offered

Counseling Services:

- Free counseling sessions for underserved populations, sliding scale fees for others, specialized in grief & trauma-informed therapies.
- Educational Programs: Workshops in schools on stress management, emotional regulation, and mental health awareness. Corporate training on workplace mental health and well-being.
- Resource Development: Online resources, toolkits, and community-based support groups.

Wholisticbehavioralhealth@gmail.com

561-825-0837

www.wholistichealthnwellness.org



A Behavioral health repository for bridging the gap of mental health care in underserved communities.

- Far reaching goal: Therapeutic group home

Marketing and Outreach Strategy

Target Audience:

- Marginalized communities, schools, local businesses, and potential collaborators.

Marketing Channels:

- Social media campaigns, local events, partnerships with community influencers, and targeted advertising.

Community Engagement:

- Hosting mental health fairs, collaborating with local events, engaging with local leaders for endorsement and support.

Operational Plan

Staffing:

- Counselors, administrative staff, outreach coordinators, recruitment plan for volunteers.

Facilities:

- Exploring partnerships with local community centers for counseling spaces, considering teletherapy options.

Technology:

- Client management software, website development for resource access, and online scheduling systems.

Financial Plan:

Budget Allocation: 120,200.

- CEO 75,000yrly
- Three contract therapist/social workers/support coaches \$150 (clinical hour) x 8 (session) x4 (students) sessions per student = 57,600 annually
- Marketing on social media/radio - \$5000 annually
- Building/ rent facility - TBA

Projected income: 127,600

- Service fee from target school - 57,600 (1,200 per month) for group services
- Grants 50,000k
- Fundraising events: 20,000k
- Fundraising Strategy: Annual fundraising events, grant applications, donor engagement programs, and a donor stewardship plan.

Long-term Sustainability:

- Diversifying revenue streams, cultivating long-term partnerships, and establishing an endowment fund.

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561-825-0837

www.wholistichealthnwellness.org



A Behavioral health repository for bridging the gap of mental health care in underserved communities.

Evaluation and Impact Measurement:

Outcome Metrics:

- 8 counseling sessions, workshop attendance, pre/post-assessment surveys, and client feedback.

Monitoring and Evaluation:

- Regular assessments to track program effectiveness, quarterly reports to stakeholders.

Reporting:

- Annual reports shared with donors, stakeholders, and the community outlining achievements, challenges, and future plans.

Risk Management:

Risk Identification:

- Funding uncertainties, community resistance due to stigma, potential staff turnover.

Risk Mitigation:

- Seeking multi-year grants for stability, robust community education efforts, volunteer engagement programs, and staff retention strategies.

Wholisticbehavioralhealth@gmail.com

561-825-0837

www.wholistichealthnwellness.org



An Integrated Behavioral health repository for bridging the gap of mental health care in underserved communities.

WHO ARE WE: Wholistic Health and Wellness is a 501c3 non-profit behavioral health organization that promotes wellness of mind, body and spirit, and provides auxiliary Mental Health services that bridge the gap between underserved communities and their opportunities to receive adequate mental health services.

Our Aims: Helping disadvantaged youth transcend their realities, through changing their internal narratives, teaching coping strategies,

and instilling hope

Vision: To bridge the gap between underserved communities and their opportunities to receive adequate mental health services.

Mission: To encourage, inspire, and empower at-risk youth males to become productive citizens, reducing juvenile recidivism.

Goal/Objective:

To reduce juvenile recidivism, educational expulsion, and negative engagement within justice by 20% within 5 years of starting this program.

How: Focus-process groups/ student centered mentorship that use

1. Use existential, solution-focused, cognitive behavioral/expressive therapy models of intervention to foster behavioral modification and positive decision-making skills.
2. To incentivize behavior modification by exposing students to a variety of career paths that make future hopeful
3. Teaching coping skills
4. Teaching basic life and job training skills (partnership with other non-profits)
5. Providing a therapeutic outlet for emotional expression through process groups
6. Providing accountability and Mentorship
7. Connecting students and families with community resources ameliorate the behavioral consequences of poverty.
8. Provide psychoeducation workshops

Target students:

1. 13-17yr
2. multiple suspensions with 90 days or recommendation of school or administrative staff
3. Recommended by DCF caseworkers/probation officers/courts/
4. Completed service agreement by parents

Target Organizations: Seek contracts, and referrals from educational facilities and detention centers to provide target students they think would benefit from programs.

Wholisticbehavioralhealth@gmail.com

561-825-0837

www.wholistichealthnwellness.org

RESOLUTION 05-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PROVIDING FOR AN INCREASE IN THE CITY'S CREDIT CARD LIMIT FOR AUTHORIZED MANAGEMENT STAFF; PROVIDING FOR AUTHORIZED USERS OF CITY CREDIT CARDS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of South Bay has found it advantageous to issue City credit cards to designated City personnel for official City business; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") has determined that it is necessary to create a list of designated and authorized City personnel to whom City credit cards are to be issued; and

WHEREAS, the City Commission has created a credit card policy and authorized user credit card agreement that can be found in the City of South Bay's Purchasing Policy and Procedures handbook to govern the use of City issued credit cards; and

WHEREAS, the City Commission has determined that it is necessary to increase the City credit card limit from Seven Thousand- Five Hundred Dollars (\$7,500.00) to Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the City Commission finds that increasing the City credit card limit and providing for a list of authorized users of City credit cards serves a valid public purpose.

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. Authorized City Credit Card Users. The City Commission of the City of South Bay hereby designates the following authorized users of City credit cards for official City business only as follows:

NAME	TITLE	CREDIT LIMIT (monthly)
Leondrae D. Camel	City Manager	\$7,000.00 General Fund
Massih Saadatmand	Director of Finance	\$1,000.00 General Fund

Vicenta DelBosquez
Edgar Kerr

City Clerk
Director of Public Works

\$1,000.00 General Fund
\$1,000.00 General Fund

Only the authorized users designated above may authorize a purchase with his or her City credit card. All authorized users, by accepting the City credit card, agree to adhere to the terms and conditions of the City of South Bay credit card policy and authorized user credit card agreement.

Section 3. Authorization of City Manager. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 6th day of February 2024.

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)

RESOLUTION 06-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2023; PROVIDING FOR EFFECTIVE DATE

WHEREAS, on August 20, 2019, the South Bay City Commission adopted Resolution 34-2019 authorizing the City Manager to enter into an agreement with HCT Certified Public Accountants & Consultants, LLC ("HCT") to perform the annual independent audit for fiscal years 2019-2022 ("Agreement"); and

WHEREAS, the Agreement was executed on September 1, 2019 and HCT has now provided an Engagement Letter for fiscal year 2023 for execution; and

WHEREAS, following execution of an engagement letter, HCT will begin the auditing of the City's financial statements in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standard; and

WHEREAS, HCT, upon completion of the audit, will issue an opinion on the City's financial statements and otherwise comply with the terms and conditions of the relevant procurement for auditing services.

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

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

Section 2. **Authorization of City Manager.** The City Commission for the City of South Bay hereby authorizes the City Manager to execute the Engagement Letter for Audit Services with HCT Certified Public Accountants & Consultants, LLC for completion of

the annual independent audit for the City of South Bay for fiscal year 2023 and for completion of the contract term, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 6th day of February 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



January 2, 2024

To the Honorable Mayor and Members of the City Council and Management
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

We are pleased to confirm our understanding of the services we are to provide the City of South Bay (the 'City') for the year ended September 30, 2023. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis.
- 2) Budgetary comparison schedules
- 3) Schedules relating to pensions
- 4) Other postemployment benefits

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual nonmajor fund financial statements
- 2) Schedule of expenditures of federal awards if applicable

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed To the Honorable Mayor and Members of the City Council and Management of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or

employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report. You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of HCT Certified Public Accountants & Consultants LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HCT Certified Public Accountants & Consultants LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Auditor General or its designee. The Auditor General or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 2024 and to issue our reports no later than June 30, 2024. Roderick Harvey, CPA, CVA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses **will be \$28,000**. Our professional fee includes the uniform guidance federal and/or State major programs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

This governmental entity agrees that it would be impossible or inadequate to measure and calculate HCT Certified Public Accountants & Consultants LLC's damages from any breach of the covenants. Accordingly, this entity agrees that if this entity breaches any of the covenants, HCT Certified Public Accountants & Consultants LLC will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. This entity further agree that no bond or other security shall be required in obtaining such equitable relief and this entity hereby consent to the issuance of such injunction and to the ordering

We appreciate the opportunity to be of service to the City of South Bay City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
HCT Certified Public Accountants & Consultants, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of South Bay City

Management signature: _____
Title: _____
Name: _____
Date: _____

Governance signature: _____
Title: _____
Name: _____
Date: _____

RESOLUTION NO. 07-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT REGARDING BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANTS BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida (the “Authority”) and its Governing Board has appropriated in its adopted 2023/2024 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, the Interlocal Grant Agreement (“Grant”), that is a part of the interlocal agreement attached hereto, is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, the Grant is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the City of South Bay (“City”) owns and controls the property that is the subject of the Grant and the property is located within the municipal boundaries of the City and identified by Parcel Control No. 58-36-44-11-00-000-1010, and referred to hereinafter as (the “Property”); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment of the surrounding community; and

WHEREAS, the City desires to demolish a structure located on the stated Property (the “Project”); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the City by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant Agreement; and

WHEREAS, the City of South Bay finds that authorizing the City Manager to execute the Interlocal Agreement regarding Blighted and Distressed Property Clean-Up and Beautification Grants between the Solid Waste Authority of 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 City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Interlocal Agreement regarding Blighted and Distressed Property Clean-Up and Beautification Grants between the Solid Waste Authority of Palm Beach County and the City of South Bay, attached hereto as Exhibit “A.” The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and ADOPTED this 6th day of February 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta DelBosquez, 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)



January 30th, 2024

Leondrae D. Camel
City Manager
City of South Bay
335 South West 2nd Avenue
South Bay, FL 33493

Dear Mr. Camel,

At the December 13, 2023, regular meeting, the Board awarded funds from the Blighted and Distressed Property Clean-up Grant. This letter will serve as confirmation that your proposed project (Old Wastewater Treatment Plant Demo) is one of the awardees.

Attached you will find a copy of the Interlocal Agreement (ILA) for execution by the individual authorized to legally bind your Agency.

After all copies of the ILA have been executed and sealed please return them to my attention no later than February 13th, 2024. The Authority will then sign them and one original will be returned to you.

Congratulations on your award. Should you have any questions, please feel free to contact me at 561-640-4716.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Gonsalves', is located below the 'Sincerely,' text.

Paul Gonsalves, Director of Customer Information Services

Enc

**INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN**

**CITY OF SOUTH BAY
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

(Blighted and Distressed Property Clean-Up Grant)

THIS INTERLOCAL GRANT AGREEMENT (“the Grant Agreement”) is made and entered into this _____ day of _____, 2024, by and between the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the “Authority”) and The City of South Bay, a Florida Municipal corporation hereinafter (the "Applicant"), by and through its duly authorized Board.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Authority’s Governing Board has appropriated in the Authority’s adopted 2023/2024 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant Agreement is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls the property that is the subject of this Interlocal Grant Agreement which is located within The City of South Bay boundaries of the Applicant and identified by Parcel Control No. 58-36-44-11-00-000-1010, and referred to hereinafter as (the “Property”); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment of the surrounding community; and

WHEREAS, the Applicant wishes to demolish the abandoned facilities at the Old Wastewater Treatment Plant. (the “Project”); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

1. Incorporation of Facts

The facts and background set forth above in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Grant.

2. Purpose

The purpose of this Grant Agreement is to set forth the respective duties, rights and obligations of the parties relating to the Authority's provision of this Grant and the Applicant's performance of the Project.

3. Contract Representatives and Monitors

The Authority's Contract Representative and Monitor during the execution of the Project shall be Paul Gonsalves, Director of Customer Information Services, or his designee, whose telephone number is (561) 697-2700. The Applicant's Contract Representative and Monitor shall be Napoleon T. Collins, whose telephone number is (561) 996-6751 extension 131.

4. The Project

A. To demolish the abandoned facilities at the old South Bay Wastewater Treatment facility. The facilities consist of a single building and several tanks that are adjacent to each other.

5. Effective Date and Term

This Grant Agreement shall take effect upon execution by the parties and shall remain in full force and effect until December 31, 2024.

6. Conduct of the Project

- A. The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the Property consistent with the intent of this Grant Agreement for its full term.
- B. The Applicant agrees to comply with all applicable local, state and Federal laws, rules and regulations.
- C. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.
- D. Applicant agrees that it shall endeavor to complete the Project prior to the expiration of this Grant Agreement. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request

for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.

- E. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within ten (10) business days of receipt. If the Authority does not respond within the ten (10) day period, then the Applicant may proceed as if the Authority had no comments or objections.

7. Funding

The Authority shall disburse Grant funds in the amount of \$265,000 as follows:

- A. Upon execution of this Grant Agreement, the Authority shall disburse a check equal to 50% of the total Grant award.
- B. Upon Project completion and verification by the Authority, the remaining 50% of total Grant award shall be disbursed within 20 days of written request by Applicant.

Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding beyond the dollar amount set forth in this Grant Agreement.

8. Ownership and Maintenance of the Project

Applicant hereby represents and warrants that it is the fee simple owner of the Property and that the Property is unencumbered and free and clear of other interests, of any type or character. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests or encumbrances. The Applicant represents and warrants that it has full legal authority to enter into this Grant Agreement. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant Agreement.

- A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of this Grant Agreement.
- B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state. In its application, Applicant provided a plan for maintaining the Property consistent with the intent of this Grant Agreement and the Applicant will faithfully execute that plan.
- C. The rights and duties arising under this Grant Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant Agreement shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant Agreement for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant Agreement for a period of not less than five (5) years after the later of the date of termination or expiration of this Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.

10. License and Permit

The Applicant hereby grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant Agreement for the duration of this Grant Agreement. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant Agreement.

11. Insurance

- A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., Applicant acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.
- B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.
- C. When requested, Applicant shall provide to the Authority an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.
- D. Compliance with the foregoing requirements shall not relieve Applicant of its liability and other obligations under this Grant Agreement.
- E. The Applicant shall require that all contractors that Applicant hires to perform the construction, use, or maintenance of the Project and the Property provide, at a minimum, the above-stated insurance requirements as to type of coverage and dollar amount and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property. This requirement may be expressly waived in writing by the Authority's Contract Representative and Monitor with the approval of Authority's Department of Risk Management.

12. Public Entity Crimes

Applicant shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods

or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third-Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant Agreement confers no rights on anyone other than the Authority and the Applicant and is not otherwise intended to be a third-party beneficiary contract in any respect. Nothing contained in this Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant Agreement or by law upon the Authority.

14. Termination

- A. In the event the Applicant fails to comply with any provision of this Grant Agreement, the Authority may exercise any and all rights available to it, including termination of this Grant Agreement. The Authority will notify the Applicant of its noncompliance and provide the Applicant thirty (30) days or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant Agreement. If the Authority terminates this Grant Agreement for the Applicant's failure to cure under this provision, the Authority may require the Applicant to repay to the Authority the Grant funds that were provided by the Authority for the Project.
- B. The Authority may also terminate this Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant Agreement for convenience, the Applicant will be relieved of any obligation to repay the funds received from the Authority pursuant to paragraph 7 above. The Applicant affirms that the benefits promised to it under this Grant Agreement are adequate consideration to support not only its duties and obligations under this Grant Agreement, but also support the Authority's right to terminate this Grant Agreement for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant Agreement for convenience.
- C. Upon termination of this Grant Agreement as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this Grant Agreement are expressly limited to those contained in this Grant Agreement. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. Sovereign Immunity

Authority and Applicant acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. Authority and Applicant agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

- A. This Grant Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State Court of competent jurisdiction located in Palm Beach County, Florida.
- B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant Agreement as set forth herein are limited solely to those in this Grant Agreement.
- C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money

provided to it under this Grant Agreement. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant Agreement, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant Agreement.

- D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has expended or is expressly liable for pursuant to a written contract entered into for the sole purpose of completing the Project itself, and not related, ancillary or adjunct matters. However, in no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant Agreement.

19. Enforcement Costs

To the extent that enforcement of the Grant Agreement becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All written notices required under this Grant Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, and if sent to the Authority shall be mailed to:

Paul Gonsalves, Director
Customer Information Services
7501 N. Jog Road
West Palm Beach, FL 33412

with copies to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

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

and, if sent to the Applicant shall be mailed to:

Leondrae D. Camel, City Manager
City of South Bay
335 South West 2nd Avenue
South Bay, FL 33493

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant Agreement, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

The preparation of this Grant Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. Severability

Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Grant Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant Agreement sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant Agreement. There are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

Provisions of this Grant Agreement which are of a continuing nature or impose obligations which extends beyond the term of this Grant Agreement shall survive its expiration or earlier termination.

27. Filing

A copy of this Agreement shall be filed with the Clerk and Comptroller of the Circuit Court in and for Palm Beach County.

28. Commercial Nondiscrimination Policy

As a condition of entering into this Grant Agreement, the Applicant represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority's Purchasing Manual that is incorporated herein by specific reference. As part of such compliance, the Applicant 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

contractors, subcontractors, vendors, suppliers, or commercial customers, nor shall the Applicant retaliate against any person for reporting instances of such discrimination. The Applicant shall provide equal opportunity for contractors, subcontractors, vendors and suppliers to participate in all of its public sector and private sector contracting, 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 Authority's relevant marketplace in Palm Beach County. The Applicant understands and agrees that a material violation of this clause shall be considered a material breach of this Grant Agreement and may result in termination of this Grant Agreement, disqualification or debarment of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and The City of South Bay have hereunto set their hands the day and year above written.

ATTEST:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: _____
Sandra Vassalotti, Clerk to the Board

By: _____
Daniel Pellowitz, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Michael W. Jones
General Counsel

By: _____
Paul Gonsalves
Director, Customer Information Services

WITNESSES:

CITY OF SOUTH BAY

Witness Signature

By: _____

Print Witness Name

Signature

Witness Signature

Print Name

Print Witness Name

Title

(SEAL)

Approved by the Solid Waste Authority Board on December 13, 2023, Item 9.D.1.

Approved by the **CITY OF SOUTH BAY** on _____, 2023 Item _____

RESOLUTION NO. 08-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF SOUTH BAY, FLORIDA,
AUTHORIZING THE CITY MANAGER TO
EXECUTE AN EMERGENCY AGREEMENT
BETWEEN UPTOWN O.G CONSTRUCTION LLC
AND THE CITY OF SOUTH BAY TO CONDUCT A
ROAD REPAIR PROJECT; PROVIDING FOR AN
EFFECTIVE DATE**

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

WHEREAS, pavement quality in some areas is severely compromised, resulting in poor rideability. There are significant depressions along some roadway areas, in addition to a deficient drainage system, contributing to the accumulation of ponding water, which could be a safety risk to road users and is acknowledge by the City Commission of the City of South Bay ("City Commission") as a hazard in need of immediate repair; and

WHEREAS, the Public Works Director, City Engineer, Palm Beach County Engineering, and the City Manager have surveyed the affected area and determined that it would be best to mill the high humps, and the replacing of the asphaltic course that will mitigate hazards and deficiencies; and

WHEREAS, on January 19, 2024, Uptown O.G Construction LLC submitted a quote in the amount of Sixty Thousand Dollars and 00/100 (\$60,000.00) to repair longitudinal deficiencies, which include the removal, and replacement of the asphaltic course in accordance to its Statement of Work for the proposed project as described in Exhibit "A" attached hereto; 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 agreement to conduct a road repair project is in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute an Agreement between Uptown O.G Construction LLC and the City of South Bay, attached hereto as Exhibit “A”, to conduct roadway repairs, 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 6th day of February 2024.

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)

Uptown OG's Construction

Scope Of Work For CONDUCT ROADS REPAIR PROJECT at NW 9TH, NW 11TH AND NW 12TH Ave

ROADWAY SUMMARY:

Upon evaluation of NW 9th, NW 11th, and NW 12th Avenue it was observed that pavement quality is severely compromised, resulting in poor rideability. Significant depressions along the roadway, in addition to a deficient drainage system, contribute to the accumulation of ponding water, which can pose a safety risk to road users. Moreover, multiple longitudinal deficiencies and cracks were identified on the roadway, indicating poor pavement quality.

GENERAL:

The city's contractor shall furnish all labor, materials, equipment, transportation, and supervision necessary to repair longitudinal deficiencies which include the removal, and replacement of the asphaltic course. Removal and compaction, grading of base gravel coarse and sub-base is necessary before replacement of asphaltic layer. The period of performance is ten (10) days from the issuance of the notice to proceed.

SCOPE OF WORK:

Requirements (1) Road Repair: (a) The contractor shall secure temporary access roads for the respective phase must be in place before closing that phase to traffic. (b) The contractor shall mill high humps, and install pavement base, tack coating, and asphalt pavement, in the twenty (20) areas that have been identified to be repaired along the three roadways. Concrete shall be removed to the nearest expansion/control joints as identified. Saw cut existing control joints as necessary to remove the concrete. The contractor shall excavate and remove existing base material. Prepare, grade, and compact subbase.

Work includes the demolition and removal (including saw cutting as necessary) of existing damaged concrete and curbs.

General Conditions:

(a) Remove, and dispose, of existing work as necessary to install new work. Materials and workmanship used in restoring work shall confirm in type and quality to that of the original existing construction, except as otherwise shown or specified.

(b) Thoroughly clean up the work area at the end of each day's work, and completion of the project. Leave premises clean and free of waste, scrap used equipment, or other material intentionally or incidentally delivered to the site by Contractor or Contractor's personnel. Haul away & dump debris and waste to an approved disposal

site. Disposal of debris shall comply with all local, state, and federal rules and regulations having jurisdiction.

(c) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site not to be removed and do not unreasonably interfere with the work required under this contract.

(d) The Contractor shall coordinate with the Facility for parking, material storage, temporary restroom facilities, and any other needs for the work. Public access to the facility shall not be impaired.

(e) The Contractor shall assume sole responsibility for the safety of all persons on or about the construction site, in accordance with applicable laws and codes. Guard all material in accordance with the safety provisions according to OSHA and Associated General Contractors of America (AGC).

(f) The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employee from for cause, including, but not limited to, safety violations, other misconduct in the performance of duty under these specifications, and/or conduct contrary to the best interest of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interest of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action will be referred to the Contracting Officer (CO) for final resolution; however, the Contractor will first immediately comply with the COR direction pending any CO final resolution at a later time or date. The Contractor will not be due any type of compensation for their cost incurred as of December 2023 result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the Contracting Officer.

(g) Clothing shall be presentable and suitable for work while maintaining proper appearance and decorum. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts with inappropriate wording and/or tank tops as outer garments are prohibited. Protective/safety clothing, eye protection, hearing protection, gloves, and shoes shall meet or exceed OSHA and state requirements.

(h) Behavior and language must be appropriate, reverent, and respectful at all times.

Housekeeping and Clean-Up:

(a) All work areas shall be kept clean and free of safety hazards.

(b) Contractor shall place visible signs indicating hazardous work zones.

(c) All trash shall be removed from the work areas and will be completely removed from the site at the end of the day.

Disposal:

Disposal of material removed under this contract at an approved disposal site in accordance with all local, state, and federal laws, regulations, and guidelines is the Contractor's sole responsibility. The contractor shall adhere to all OSHA requirements concerning the removal, transporting, and disposal of the material.

Estimate

ADDRESS

City of South Bay
335 SW 2nd Ave
South Bay, FL 33493

ESTIMATE 1024

DATE 01/17/2024

DATE	SERVICE DESCRIPTION	QTY	RATE	AMOUNT
	Paving 9th Street,Asphalt Milling, Tack Coat, 2" Asphalt Resurface - 3,290Sqft	5.4984802		\$18,090.00
	Paving 11th Street,Asphalt Milling, Tack Coat, 2" Asphalt Resurface - 2,820Sqft	5.50		\$15,510.00
	Paving 12th Street,Asphalt Milling, Tack Coat, 2" Asphalt Resurface - 4,800Sqft	5.50		\$26,400.00
TOTAL				\$60,000.00

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2024, between:

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

and

UPTOWN O.G CONSTRUCTION LLC

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

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

- 1.1 CITY has an immediate need for an independent contractor to repair longitudinal deficiencies which include the removal, and replacement of the asphaltic course on NW 9th Ave; NW 11th Ave; and NW 12th Ave. within the city limits.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2
STATEMENT OF WORK

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

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

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

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

ARTICLE 3
COMMENCEMENT OF SERVICES

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

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto in the amount of Sixty Thousand Dollars and 00/100 (\$60,000.00).

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 one (1) month term, with one (1) one (1) 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: Rickey Jackson
 Uptown O.G Construction LLC
 7901 4th ST N STE 300
 St. Petersburg, FL. 33702

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.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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: _____
Rickey Jackson, President
Uptown O.G Construction LLC

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 _____, 2024.

NOTARY PUBLIC

My Commission Expires:

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



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: February 1, 2024
Ref: Weekly check register

Enclosed, please find the summary of check register as of February 1, 2024

General Fund

• Utility:		
	Comcast	\$ 1,881.24
	FPL	6,582.01
	PBCWU Dept	2,756.86
	Verizon	960.12
• Allied Benefits		19,713.32
• Bank of America		2,506.55
• Norris-Weeks, PA		14,224.89
• Coastal Network		3,000.00
• Doubletree		5,642.00
• PBC Sheriff		19,601.50
• Marathon		1,856.66
• Purchased of supplies, materials and parts		2,729.41
• Payment for various services		10,524.18
• Payroll deductions		9,415.08
• Other		<u>8,702.23</u>
Total		<u>\$ 110,096.05</u>

ARP Act Fund

Home repair	\$ 3,275.48
Trafficalm	22,300.00
Brightly Software	33,024.18
Payroll	<u>1,873.11</u>
	<u>\$ 60,472.77</u>

Capital Project Fund

CAP Government/Engineering	\$ 2,400.00
Ricky Jackson	30,000.00
Rosso Site Development	<u>4,593.29</u>
	<u>\$ 36,993.29</u>

Sanitation Fund

Waste Management	<u>\$ 13,163.85</u>
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The expense classifications are reported in general ledger

AP Check Register Report

City Of South Bay (CSBFND)

12/29/2023 1:56:44 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15864	1143	PPLSI	12/29/2023	76.80	
15865	1320	ALLIED BENEFIT SYSTEMS	12/29/2023	10,338.65	
15866	1330	ASSURITY LIFE INSURANCE COMPANY	12/29/2023	1,259.68	
15867	AFLAC	AFLAC	12/29/2023	1,685.33	
15868	CLARKE	CLARKE	12/29/2023	606.31	
15869	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	12/29/2023	395.37	
15870	IAMAW	IAMAW	12/29/2023	269.28	
15871	MUTUAL OF OMAHA	MUTUAL OF OMAHA	12/29/2023	285.19	
15872	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	12/29/2023	230.00	
15873	SEMINOLE SUPPLY CO	SEMINOLE SUPPLY CO	12/29/2023	113.22	
15874	UNITED HEALTH CARE	UHS PREMIUM BILLING	12/29/2023	505.10	
15875	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	12/29/2023	68.50	
				Non-Electronic Transactions:	15,833.43
				Total Transactions:	15,833.43

AP Check Register Report
City Of South Bay (CSBFND)

1/2/2024 12:16:35 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15876	1245	DOUBLETREE BY HILTON HOTEL	01/02/2024	5,642.00	
				Non-Electronic Transactions:	5,642.00
				Total Transactions:	5,642.00

AP Check Register Report

City Of South Bay (CSBFND)

1/4/2024 1:52:23 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15877	1097	LATORSHA HARRIS	01/04/2024	1,275.48	
15878	1101	DELFINO ROA	01/04/2024	2,000.00	
15879	1151	COURTNEY BLAND	01/04/2024	50.00	
15880	1284	UNICUS RAIL AND CONSULTING SERVICES LLC	01/04/2024	1,500.00	
15881	1289	ALBERT POLK	01/04/2024	452.60	
15882	1339	JO'RHONDALYN MCDONALD	01/04/2024	150.00	
15883	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	01/04/2024	1,216.26	
15884	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	01/04/2024	58.25	
15885	BETTY BARNARD	BETTY BARNARD	01/04/2024	89.00	
15886	EDGAR KERR	EDGAR W. KERR	01/04/2024	89.00	
15887	FDOT	FDOT	01/04/2024	8.38	
15888	JLH ASSOCIATES	JLH ASSOCIATES	01/04/2024	797.50	
15889	JOE KYLES	JOE KYLES	01/04/2024	169.00	
15890	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	01/04/2024	1,666.66	
15891	LAKE HARDWARE	LAKE HARDWARE	01/04/2024	33.28	
15892	LEONDRAE D. CAMEL	LEONDRAE D. CAMEL	01/04/2024	180.00	
15893	LIBERTY NATIONAL	LIBERTY NATIONAL	01/04/2024	284.94	
15894	MARATHON/MEX BANK	WEX BANK	01/04/2024	1,856.66	
15895	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	01/04/2024	2,756.86	
15896	SEMINOLE SUPPLY CO	SEMINOLE SUPPLY CO	01/04/2024	44.34	
15897	TARANZA MCKELVIN	TARANZA MCKELVIN	01/04/2024	452.60	
15898	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ-TAYLOR	01/04/2024	89.00	
15899	WALMART (CAPITAL ONE	CAPITAL ONE	01/04/2024	227.61	

Non-Electronic Transactions: 15,447.42

Total Transactions: 15,447.42

AP Check Register Report
City Of South Bay (CSBFND)

1/8/2024 11:22:31 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15900	STONY ELECTRICAL LLC	THELUSCA GERARD	01/08/2024	2,300.00	
				Non-Electronic Transactions:	2,300.00
				Total Transactions:	2,300.00

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

1/9/2024 11:48:17 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15901	TARANZA MCKELVIN	TARANZA MCKELVIN	01/08/2024	1,500.00	
15902	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	01/08/2024	358.10	
Totals:			Total Transactions :		1,858.10

AP Check Register Report

City Of South Bay (CSBFND)

1/12/2024 10:54:02 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15903	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	01/12/2024	585.57	
15904	COMCAST BUSINESS	COMCAST	01/12/2024	883.15	
15905	EDGAR KERR	EDGAR W. KERR	01/12/2024	130.00	
15906	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	01/12/2024	84.80	
15907	FEDERAL EXPRESS	FEDERAL EXPRESS	01/12/2024	37.61	
15908	FPL	FPL	01/12/2024	6,582.01	
15909	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC.USA	01/12/2024	361.08	
15910	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	01/12/2024	311.97	
15911	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	01/12/2024	367.00	
15912	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	01/12/2024	410.00	
15913	ROSENWALD ELEMENTA	ROSENWALD ELEMENTARY	01/12/2024	325.00	
15914	STITCH WORK PLUS	STITCH WORK PLUS	01/12/2024	166.44	
15915	VRC	VRC	01/12/2024	418.62	
				Non-Electronic Transactions:	10,663.25
				Total Transactions:	10,663.25

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

1/17/2024 3:51:51 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15916	REGAL ENTERTAINMENT	REGAL ENTERTAINMENT GROUP	01/17/2024	314.08	VOID
15917	GOLDEN CORRAL *	GOLDEN CORRAL	01/17/2024	337.00	VOID
Totals:			Total Transactions:		651.08

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

1/18/2024 9:23:27 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15918	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	01/18/2024	651.08	
15919	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ-TAYLOR	01/18/2024	92.00	VOID
Totals:			Total Transactions:		743.08

AP Check Register Report

City Of South Bay (CSBFND)

1/22/2024 10:44:57 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15920	1004	RELIANT FIRE & SECURITY	01/22/2024	239.97	
15921	1032	CARIBBEAN TIRES	01/22/2024	42.80	
15922	1245	DOUBLETREE BY HILTON HOTEL	01/22/2024	832.83	
15923	1322	TRAFFICALM	01/22/2024	22,300.00	
15924	1337	RONNSHEA HANNA	01/22/2024	100.00	
15925	1340	GENERATION COTTON	01/22/2024	84.00	
15926	1341	TAYLOR ELECTRIC AND AIR CONDITIONING	01/22/2024	187.50	
15927	1342	BRIGHTLY SOFTWARE INC	01/22/2024	33,024.18	
15928	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	01/22/2024	525.00	
15929	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	01/22/2024	205.00	
15930	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	01/22/2024	1,007.99	
15931	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ	01/22/2024	92.00	
15932	XEROX CORP	XEROX CORPORATION	01/22/2024	272.88	
				Non-Electronic Transactions:	58,914.15
				Total Transactions:	58,914.15

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

1/23/2024 8:45:00 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15933	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	01/23/2024	375.00	
Totals:			Total Transactions:		375.00

AP Check Register Report

City Of South Bay (CSBFND)

1/25/2024 2:04:09 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15934	1143	PPLSI	01/25/2024	76.80	
15935	1330	ASSURITY LIFE INSURANCE COMPANY	01/25/2024	1,259.68	
15936	1343	REINA DEPAZ	01/25/2024	300.00	
15937	AFLAC	AFLAC	01/25/2024	1,685.33	
15938	BANK OF AMERICA, NA	BANK OF AMERICA	01/25/2024	2,506.55	
15939	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	01/25/2024	14,224.89	
15940	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	01/25/2024	1,500.00	
15941	COLONIAL LIFE PROCES	COLONIAL LIFE	01/25/2024	395.37	
15942	EKEIRA SCOTT	EKEIRA SCOTT ELLISION	01/25/2024	150.00	
15943	FEDERAL EXPRESS	FEDERAL EXPRESS	01/25/2024	34.81	
15944	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	01/25/2024	300.00	
15945	IAMAW	IAMAW	01/25/2024	269.28	
15946	JOE KYLES	JOE KYLES	01/25/2024	163.00	
15947	LIBERTY NATIONAL	LIBERTY NATIONAL	01/25/2024	284.94	
15948	MUTUAL OF OMAHA	MUTUAL OF OMAHA	01/25/2024	285.19	
15949	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	01/25/2024	19,601.50	
15950	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	01/25/2024	410.00	
15951	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	01/25/2024	1,245.00	
15952	UNITED HEALTH CARE	UHS PREMIUM BILLING	01/25/2024	505.10	
15953	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	01/25/2024	68.50	
15954	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	01/25/2024	262.38	
				Non-Electronic Transactions:	45,528.32
				Total Transactions:	45,528.32

AP General Ledger Posting Audit Report

City Of South Bay (CSBFND)

1/25/2024 2:55:58 PM

Batch: AAAHWP

Page 1

Posting Detail Period 17

Date	GL Account/Description	15955 Allied Benefits	Debits	Credits
01/25/2024	001-000-101001 CASH ACCOUNT			\$9,374.67
Tran #: 1	Line: 1	User ID: CC	Posting Reference: AP - 0000005308 - AAAHWP	
Description: 1320/15955/FEB. 2024				
01/25/2024	001-000-202000 ACCOUNTS PAYABLE		\$9,374.67	
Tran #: 1	Line: 1	User ID: CC	Posting Reference: AP - 0000005308 - AAAHWP	
Description: 1320/15955/FEB. 2024				
Totals for Period 17			\$9,374.67	\$9,374.67

Report Totals

	Debits	Credits
Posting Totals	\$9,374.67	\$9,374.67

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

1/26/2024 2:23:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15956	1344	JAMES LEGGETT	01/26/2024	150.00	
Totals:			Total Transactions:		150.00

AP Check Register Report
City Of South Bay (CSBFND)

1/30/2024 10:49:05 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
287	1304	ROSSO SITE DEVELOPMENT INC.	01/30/2024	4,593.29	
288	1346	RICKY JACKSON	01/30/2024	30,000.00	
				Non-Electronic Transactions:	34,593.29
				Total Transactions :	34,593.29

AP Check Register Report
City Of South Bay (CSBFND)

1/2/2024 1:47:07 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
286	CAP ENGINEERING	CAP ENGINEERING	01/02/2024	2,400.00	
				Non-Electronic Transactions:	2,400.00
				Total Transactions:	2,400.00

AP Check Register Report

City Of South Bay (CSBFND)

1/11/2024 2:05:08 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
331	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	1/11/2024	12,703.60	
				Non-Electronic Transactions:	12,703.60
				Total Transactions:	12,703.60

AP Check Register Report

City Of South Bay (CSBFND)

1/24/2024 9:56:10 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
332	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	1/24/2024	460.25	
				Non-Electronic Transactions:	460.25
				Total Transactions:	460.25