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

# CITY OF SOUTH BAY

## CITY COMMISSION AGENDA

CITY HALL CHAMBER

**TUESDAY, APRIL 1, 2025**

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:** | **Taranza McKelvin** |
| **Commissioner:** | **Esther E. Berry** |
| **Commissioner:** | **Albert L. Polk** |
| **Commissioner:** | **Barbara King** |
| | |
| **City Manager:** | **Leondrae D. Camel** |

| | |
|---|---|
| **City Attorney:** | **Burnadette Norris-Weeks** |
| **City Clerk:** | **Vicenta Del Bosquez** |

# 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, APRIL 1, 2025

## 6:30 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
   - **a.** Agenda Items
4. **ADJOURNMENT**

# CITY OF SOUTH BAY

# REGULAR CITY MEETING AGENDA

## CITY HALL CHAMBER

## TUESDAY, APRIL 1, 2025

## 7:00 PM

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

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

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

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

**2.** **DISCLOSURE OF VOTING CONFLICTS**

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

**a.** Special Event Applicant, William Freeman (People of Purpose)

**b.** People of Purpose Proclamation

**c.** Al'Licia Pittman, *Volunteer and Outreach Coordinator (Community Greening)*

**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.** **Minutes**

**5.a.** Commission Meeting Minutes

**b.** **Approval of City Commission Meeting Agenda- April 1, 2025**

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

**a.** RESOLUTION NO. 08-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO, A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA ("SLWA") FOR ADVERTISEMENT TO THE CITY'S RESIDENTS OF WARRANTY PLANS FOR REPAIRS OF EXTERNAL WATER LINES, EXTERNAL SEWER LINES, IN-HOME PLUMBING ON RESIDENTIAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

**6.a.** National League of Cities (NLC) Service Line Staff Report

**b.** RESOLUTION NO. 13-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR THE PEOPLE OF PURPOSE, INC. EVENT AT TANNER PARK FACILITY AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR REPRESENTATION; PROVIDING FOR AN EFFECTIVE DATE

**6.b.** People of Purpose Special Event Application

**c.** RESOLUTION 14-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE PROPOSAL FOR

EXTERNAL AUDITING SERVICES FROM HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC IN RESPONSE TO CITY OF SOUTH BAY REQUEST FOR PROPOSAL #2025-01; AUTHORIZING THE CITY MANAGER TO NEGOTIATE COMPENSATION AND BRING BACK A RECOMMENDATION FOR CONSIDERATION BY THE CITY COMMISSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**6.c.** Auditor Selection Committee Meeting Agenda

**6.c.** RFP Financial Audit Services

**6.c.** Auditor Selection Scoring Sheets

**7. ORDINANCE**

**8. ROSENWALD ELEMENTARY SCHOOL**

**9. FINANCE REPORT**

**a.** Accounts Payable Report

**9.a.** AP Report

**10. CITY CLERK REPORT**

**11. CITY MANAGER REPORT**

**12. CITY ATTORNEY REPORT**

**13. FUTURE AGENDA ITEMS**

**14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER**

**15. ADJOURNMENT**

# PROCLAMATION

## Second Chance Proclamation for the People of Purpose

WHEREAS, *the path to transformation is not always linear, and everyone deserves an opportunity for redemption and growth;*

WHEREAS, *People of Purpose has consistently demonstrated its unwavering commitment to uplifting individuals in need, providing support, resources, and guidance for those in moments of crisis and transition;*

WHEREAS, *over the course of its service, People of Purpose has made an extraordinary impact, assisting more than 575 individuals through over 5,000 hours of dedicated community service, helping to provide essential services and support where it is most needed;*

WHEREAS, *through acts of compassion, People of Purpose has offered life-changing resources, including clothing, transportation, financial assistance for unpaid rent, and food assistance, ensuring that basic needs are met while empowering people to rebuild their lives with dignity;*

WHEREAS, *People of Purpose has fostered an environment of hope and strength through peer support, mentorship, pro- social engagement and programs like the pickleball summer camp that create opportunities for physical, emotional, and social connection, and through these efforts, has worked to unify families even during times of incarceration;*

WHEREAS, *the act of extending a second chance is not just about offering resources, but about believing in the potential of every individual to thrive, grow, and contribute to a stronger, more resilient community;*

*NOW, THEREFORE, we, the City of South Bay, proclaim and celebrate the power of second chances. We commit to help support and continuing to extend our hands to those in need, providing compassion, empowerment, and the tools for success, no matter where they come from or where they've been. We stand together with Second Chance, united in the belief that every person, regardless of their past, has the power to create a brighter future. We honor the resilience of the individuals we support, and we celebrate their progress, growth, and the families they rebuild. We the City of South Bay are committed to walking beside them every step of the way, ensuring that the journey towards healing and purpose is not walked alone.*

*Let this be a reminder: everyone deserves a second chance, and the City of South Bay supports the People of Purpose and are here to make that possible, one life at a time.*

PROCLAIMED this 1st Day of April 2025

______________________________

Joe Kyles, Mayor

ATTESTED BY:

______________________________

Vicky Del Bosquez, City Clerk


community GREENING

PALM BEACH COUNTY FLORIDA

PALM BEACH COUNTY PARKS & RECREATION

# GLADES COMMUNITY FREE TREE GIVEAWAY

## Saturday, April 5th | 10AM

**Tanner Park Center | 105 MLK Jr Blvd, South Bay**

*Community Greening & the PBC Office of Resilience are passing out **FREE TREES** in South Bay on Saturday, April 5th!*

**Native & Fruit Species Available:**

*avocado, dahoon holly, marlberry, mango, red maple, and golden fig.*

***Take home FREE trees to plant in your yard!***

*First-come, first-served. Limit of three trees per household (one fruit tree max).*

***MUST BE A PBC GLADES RESIDENT***

*Tree Inventory May Run Out.*

**COMMUNITYGREENING.ORG**

CITY OF SOUTH BAY, FL

# CITY WORKSHOP AGENDA

**CITY HALL CHAMBER**
**TUESDAY, March 18, 2025**
**6:30PM**

**Present:**

Mayor Joe Kyles
Vice-Mayor Taranza McKelvin
Commissioner Esther Berry
Commissioner Albert Polk
Commissioner Barbara King

**Staff**

Leondrae Camel, City Manager
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic Growth and Development Director
Cristal Verdugo, Administrative Assistant

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

**1. CALL TO ORDER at 6:30pm**

**2. ROLL CALL**

**3. DISCUSSION**
**a. Mass Text Messaging**
**3.a. CivicPlus Mass Text and Notification System**
**b. Town Hall Meeting**

**4. ADJOURNMENT- 7:03pm**
**Moved by: Vice-Mayor McKelvin**
**Seconded by: Commissioner Polk**

CITY OF SOUTH BAY, FL

# REGULAR CITY MEETING

CITY HALL CHAMBER
**TUESDAY, March 18, 2025**
**7:00PM**

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on March 18, 2025 at 7:03 p.m.

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

**Present:**

Mayor Joe Kyles
Vice-Mayor Taranza McKelvin
Commissioner Esther Berry
Commissioner Albert Polk IV
Commissioner Barbara King

**Staff:**

Leondrae Camel, City Manager
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic Growth and Development Director
Cristal Verdugo, Administrative Assistant

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

**2. DISCLOSURE OF VOTING CONFLICTS: *NONE***

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

**a. Let's Move PBC Proclamation**

**4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:**

**5. CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission. or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the agenda.

a. Regular City Workshop and City Meeting

**Approval of City Minutes – February 18, 2025**

**Approve Consent Agenda**
**Moved by: Vice-Mayor McKelvin**
**Seconded by: Commissioner Berry**

b. Regular City Workshop and City Meeting

**Approval of Meeting Agenda – March 18, 2025**

**Approve Consent Agenda**
**Moved by: Vice-Mayor McKelvin**
**Seconded by: Commissioner Berry**

| COMMISSION | VOTE |
|---|---|
| Mayor Joe Kyles | YES |
| Vice-Mayor McKelvin | YES |
| Commissioner Berry | YES |
| Commissioner Polk | YES |
| Commissioner King | YES |

a. RESOLUTIONS 07-2025(Non- Consent) and Quasi-Judicial Hearing, if applicable
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART OF CODE ENFORCEMENT FUNCTIONS OF A CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner Polk
Seconded by: Vice-Mayor McKelvin

| COMMISSION | VOTE |
|---|---|
| Mayor Joe Kyles | YES |
| Vice-Mayor McKelvin | YES |
| Commissioner Berry | YES |
| Commissioner Polk | YES |
| Commissioner King | YES |

b. RESOLUTION 08-2025 (Tabled)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO, A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA (“SLWA”) FOR ADVERTISEMENT TO THE CITY’S RESIDENTS OF WARRANTY PLANS FOR REPAIRS OF EXTERNAL WATER LINES, EXTERNALSEWER LINES, IN-HOME PLUMBING ON RESIDENTIAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner Berry
Seconded by: Commissioner Polk

| COMMISSION | VOTE |
|---|---|
| Mayor Joe Kyles | YES |
| Vice-Mayor McKelvin | YES |
| Commissioner Berry | YES |
| Commissioner Polk | YES |
| Commissioner King | YES |

c. RESOLUTION 09-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE PIGGYBACK PURCHASE FROM THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM, FSA23-EQU21.0 FOR A NEW INSTALERT 24 MESSAGE DISPLAY BOARD AND ATS-5 TRAILER 2024 FROM ALL TRAFFIC SOLUTIONS, INC; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Vice-Mayor McKelvin
Seconded by: Commissioner Polk

| COMMISSION | VOTE |
|---|---|
| Mayor Joe Kyles | YES |
| Vice-Mayor McKelvin | YES |
| Commissioner Berry | YES |
| Commissioner Polk | YES |
| Commissioner King | YES |

d. RESOLUTION 10-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE BID FROM HUURR HOMES, LLC FOR THE PROVISION OF WATER MAIN REPLACEMENT IMPROVEMENTS ON NW 10TH AVENUE BETWEEN MLK BOULEVARD AND NW 2ND STREET; AUTHORIZING THE PROPER OFFICIALS TO ENTER INTO AN AGREEMENT TO BE FUNDED BY PALM BEACH COUNTY WATER UTILITIES DEPARTMENT (R2016-0891; PROVIDING FOR AN EFFECTIVE DATE

**Moved by: Commissioner Berry**
**Seconded by: Vice-Mayor McKelvin**

| COMMISSION | VOTE |
|---|---|
| Mayor Joe Kyles | YES |
| Vice-Mayor McKelvin | YES |
| Commissioner Berry | YES |
| Commissioner Polk | YES |
| Commissioner King | YES |

e. RESOLUTION 11-2025
A RESOLUTION OF THE CITY OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NUMBER FSA24-VEL32.0 FOR THE PURCHASE OF A 2024 CHEVROLET EXPRESS PASSENGER RWD 3500 155' VEHICLE; PROVIDING FOR INCORPORATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

**Moved by: Commissioner Berry**
**Seconded by: Commissioner Polk**

| COMMISSION | VOTE |
|---|---|
| Mayor Joe Kyles | |
| Vice-Mayor McKelvin | YES |
| Commissioner Berry | YES |
| Commissioner Polk | YES |
| Commissioner King | YES |

f. RESOLUTION 12-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING EXECUTION OF A MASTER LEASE AGREEMENT WITH BANCORP BANK, NATIONAL ASSOCIATION FOR A NEW 2024 CHEVROLET EXPRESS PASSENGER RWD 3500 155" FROM GARBER CHEVROLET BUICK GMC, INC; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Vice-Mayor McKelvin
Seconded by: Mayor Kyles

| COMMISSION | VOTE |
|---|---|
| Mayor Joe Kyles | YES |
| Vice-Mayor McKelvin | YES |
| Commissioner Berry | YES |
| Commissioner Polk | YES |
| Commissioner King | YES |

7. ORDINANCE
8. ROSENWALD ELEMENTARY SCHOOL
9. FINANCE REPORT
   a. Accounts Payable Report
      9.a. AP Report
10. CITY CLERK REPORT
11. CITY MANAGER REPORT
12. CITY ATTORNEY REPORT (NONE)
13. FUTURE AGENDA ITEMS(NONE)
14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Albert Polk
- Thank you

14.b. Commissioner Esther Berry
- Thank you

14.c. Commissioner King
- Thank you

14.d. Vice- Mayor McKelvin
- Thank you

14.e. Mayor Joe Kyles
- Thank you

15. ADJOURNMENT 8:56 pm

Moved by: Vice-Mayor McKelvin

______________________________

Joe Kyles, Mayor

ATTESTED BY:

______________________________

South Bay City Clerk

**RESOLUTION NO. 08-2025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO, A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA ("SLWA") FOR ADVERTISEMENT TO THE CITY'S RESIDENTS OF WARRANTY PLANS FOR REPAIRS OF EXTERNAL WATER LINES, EXTERNAL SEWER LINES, IN-HOME PLUMBING ON RESIDENTIAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, individual residential property owners residing in the city are responsible for sewer and water lines between the mainlines and the connection on their property; and

**WHEREAS,** the City of South Bay ("City"), desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan for their external water lines, external sewer lines, and in-home plumbing; and

**WHEREAS**, Utility Service Partners Private Label, Inc., ("USP") D/B/A/ Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the products available to property owners subject to the terms and conditions contained within the Marketing Agreement, attached hereto as Exhibit "A"; and

**WHEREAS,** the City Commission of the City of South Bay desires to enters into a three (3) year Marketing Agreement with SLWA to provide the National League of Cities Service Line Warranty Program.

**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 enter into a three (3) year Marketing Agreement with SLWA, as set forth in the Marketing Agreement attached hereto as Exhibit "A", to provide the National League of Cities Service Line Warranty Program. The City Manager is further authorized to take all necessary and expedient action to execute all necessary documents to effectuate the intent of this Resolution.

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

**PASSED** and **ADOPTED** this ____ day of March 2025.

______________________________
Joe Kyles, Mayor

**ATTEST:**

______________________________
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 Polk | ______ (Yes) | ______ (No) |
| Commissioner King | ______ (Yes) | ______ (No) |
| Vice-Mayor McKelvin | ______ (Yes) | ______ (No) |
| Mayor Kyles | ______ (Yes) | ______ (No) |

# MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into and made effective as of __________, ("**Effective Date**"), by and between the City of South Bay, Florida ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**SLWA,**" and together with City, the "**Parties**," and each, a "**Party**").

**WHEREAS,** individual residential property owners ("**Customer(s)**") residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

**WHEREAS,** City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) ("**Plan(s)**") to repair such lines; and

**WHEREAS,** SLWA, a subsidiary of HomeServe USA Corp. ("**HomeServe**"), is the administrator of the National League of Cities (**"NLC"**) Service Line Warranty Program.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. Grant of License. City grants to SLWA a license ("**License**") to use City's designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates ("**Marks**"), which may include the use of City's logo and name in advertising (including on SLWA's websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA's sole cost and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In consideration of the payment of all fees identified in Exhibit A, and SLWA's marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days' written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. Data.

i. If City elects to do so, City may provide SLWA with "zip code" data for Customers in an agreed-upon format.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date ("**Initial Term**"). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a "**Renewal Term**" and collectively with the

Initial Term, the **"Term"**) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (**"License Fee"**), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements ("**Applicable Laws**") with respect to its obligations under this Agreement.

6. **Confidentiality.** **"Confidential Information"** of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days' written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

8. **Indemnification.** SLWA (the "**Indemnifying Party**") hereby agrees to indemnify, defend and hold the City and its Commissioners, directors, managers, members, officers, employees, contractors, subcontractors, and agents, ("**Representatives**") (collectively or individually, "**Indemnitee**") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs ("Claim(s)"), which City may suffer or which may be sought against or are recovered or obtainable from City, as a result of or arising out

of any breach of this Agreement by SLWA for any negligent or fraudulent act, intentional misconduct, or omission of SLWA or its Representatives in the performance of this Agreement; provided that City notifies SLWA of any such Claim within a time that does not prejudice the ability of the SLWA to defend against such Claim. City may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least

ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** **City:**
**City of South Bay**
**ATTN:** Leondrae Camel
335 SW 2nd Ave
South Bay, FL 33493
email: camell@southbaycity.com

**To:** SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
ATTN: Michael Backus, Chief Revenue Officer
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall

relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Florida, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Palm Beach County, Florida, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at https://www.homeserveusa.com/sc/cobc) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

# MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into and made effective as of __________, ("**Effective Date**"), by and between the City of South Bay, Florida ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**SLWA**," and together with City, the "**Parties**," and each, a "**Party**").

**WHEREAS,** individual residential property owners ("**Customer(s)**") residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

**WHEREAS,** City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) ("**Plan(s)**") to repair such lines; and

**WHEREAS,** SLWA, a subsidiary of HomeServe USA Corp. ("**HomeServe**"), is the administrator of the National League of Cities (**"NLC"**) Service Line Warranty Program.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. Grant of License. City grants to SLWA a license ("**License**") to use City's designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates (**"Marks"**), which may include the use of City's logo and name in advertising (including on SLWA's websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA's sole cost and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In consideration of the payment of all fees identified in Exhibit A, and SLWA's marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days' written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. Data.

i. If City elects to do so, City may provide SLWA with "zip code" data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data ("**Customer Data**") to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City's property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA's property and Confidential Information. "**Member**" means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member's name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA's property and Confidential Information.

ii. Data Processing Addendum. In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum (the "**DPA**"), which is incorporated herein by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date ("**Initial Term**"). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a "**Renewal Term**" and collectively with the Initial Term, the **"Term"**) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (**''License Fee''**), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements ("**Applicable Laws**") with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** **"Confidential Information"** of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days' written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

8. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials ("**Representatives**") (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs ("**Claim(s)**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this

Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:
City of South Bay
ATTN: Leondrae Camel
335 SW 2nd Ave
South Bay, FL 33493
email: camell@southbaycity.com

**To:** SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
ATTN: Michael Backus, Chief Revenue Officer
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Florida, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Florida, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at https://www.homeserveusa.com/sc/cobc) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF SOUTH BAY**

By: ___________________________

Name: _________________________

Title: __________________________

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA**

By: ___________________________

Name: Michael Backus

Title: Chief Revenue Officer

**<u>Exhibit A</u>**

Marketing Agreement

City of South Bay
Term Sheet

I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).

II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **<u>net</u>** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.

III. **License Conditions.** Use of City's Marks in accordance with <u>Section 2.A</u> of the Agreement.

IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:

A. Exterior water service line plan (initially, $ 5.99 per month)

i. Covers Customers' responsibility: From the meter and/or curb box to the main shut-off valve inside the home.
ii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
iii. Coverage Cap: Unlimited number of calls/$8,500 per call/unlimited annual maximum.

B. Exterior sewer/septic line plan (initially, $ 7.99 per month)

i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
iii. Coverage Cap: Unlimited number of calls/$8,500 per call/unlimited annual maximum.

C. Interior plumbing and drainage plan (initially, $ 9.99 per month)

i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
   a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
ii. Coverage Cap: Unlimited number of calls/$3,000 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar ($1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar ($1.00), both Parties must agree in writing.

V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

**RESOLUTION NO. 13-2025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR THE PEOPLE OF PURPOSE, INC. EVENT AT TANNER PARK FACILITY AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR REPRESENTATION; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of South Bay ("City") has developed an application process for approving City Special Events to within the City limits; and

**WHEREAS**, applicant William Freeman desires to hold a People of Purpose, Inc. event on April 19, 2025; and

**WHEREAS**, the applicant has submitted a Special Event application, attached hereto as Exhibit "A"; and

**WHEREAS**, the details of the event include the use of: Law Enforcement, Public Works, Parks and Recreation, Risk Management, Palm Beach County Fire Rescue and Community Development; and

**WHEREAS**, each department listed the requirements needed, i.e. two (2) deputies, extra garbage receptacles, liability insurance, and no vehicular parking within the fenced area; and

**WHEREAS**, City Commission of the City of South Bay desires to approve Special Event Application for the People of Purpose, Inc. event at Tanner Park Facility, attached hereto as Exhibit "A", as in the best interest of the residents of the City.

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

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

**Section 2.** Approval of Special Event Application and Authorization of City Manager. The City Commission of the City of South Bay, Florida hereby approves the Special Event Application submitted by William Freeman for a People of Purpose, Inc. event at Tanner

Park Facility, attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

**PASSED** and **ADOPTED** this 1st day of April 2025.

________________________________
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 Polk | ______ (Yes) | ______ (No) |
| Commissioner King | ______ (Yes) | ______ (No) |
| Vice-Mayor McKelvin | ______ (Yes) | ______ (No) |
| Mayor Kyles | ______ (Yes) | ______ (No) |

CITY OF SOUTH BAY
SPECIAL EVENT APPLICATION

## Applicant and Host Organization Information

**Host Organization Name** - The Host Organization is legally and financially responsible for the overall organization, management, and implementation of an event and its related activities

Host Organization Name: People of PurPose

**Chief Officer** - The Chief Officer of the Host Organization must be identified and sign the permit application. Typically, the Chief Officer is the Chief Executive Officer, President, Executive Director or Board Chair of the Host Organization

Chief Officer: William Freeman
Host Organization website: www.peopleofpurposefl.org
Address: P.O. Box 2835
City: Belle Glade State: FL Zip Code: 33430
Phone: 561 530 9165 Cell: Same AS Fax:
Email: WFreeman@peopleofpurposefl.org

For Profit: ____ Non-Profit: *
If yes, you must attach to this application a copy of your Florida Consumer's Certificate of Exemption or your IRS 501(c) 3 Determination Letter.

**Applicant/Primary Contact** - Please list any person, professional event organizer, event service provider hired by you that is authorized to work on your behalf to plan this event

First: N/A. Last:
Mailing Address:
City: State: Zip Code
Phone: Cell:
Email

A written communication from the Chief Officer of the Host Organization authorizing the applicant to apply for this Special Event Permit on their behalf must be submitted with your permit application.

## Event Information

Name of Event: POP ~~Wellness Res~~ Second Chance Wellness & Resource Fair

Is this an annual event? ____ No X Yes If yes, how many years has it been held? 5

**Anticipated Attendance** - The estimated number of people who will attend or watch your event.

Total 200 Per Day x 1 Number of event days = 200 Grand Total

**Anticipated Participants** - The estimated number of participants (staff, volunteers, vendors, etc.) should be based on the number of the total number of people you anticipate will participate in the event or provide support services to the event.

Total 84 Per Day x X Number of event days = 84 Grand Total

**Event Description** - Information you provide in this section of your permit application may be used for promotional purposes by the **City of South Bay**

**Event Category**

- ____ Organized Run/Walk
- ____ Street Festival
- ____ Parade/Procession/March
- ____ Neighborhood Block Party
- ____ Concert/Performance
- ____ Festival/Celebration
- ____ Cycling Event
- X Other, please specify Second Chance Awareness

**Event Location**

- X Tanner Park
- ____ Cox Park
- ____ Streets or ROW, please specify ____
- ____ Other, please specify ____

**Date/Time**

**Setup**
Date 4/19/25 Start Time 8AM End Time 5PM

**Event Date**
Date 4/19/25 Start Time 8AM End Time 5PM

**Move-out**
Date 4/19/25 Start Time ____ End Time ____

# Site Plan/Route Map Information & Event Components

Site Plan/Route Map

Your site plan/route map must be submitted along with your completed application. Applications without site plans/ route maps are incomplete and will be rejected and returned to the applicant.

Please attach a clear and legible site plan or map with the following indicated:

1. North, indicated by a directional arrow symbol
2. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures
3. The location and dimensions of all physical equipment being placed, including, but not limited to, any stage(s), merchandize vendors, food concessions, food trucks, sponsors, tents, signs, barricades, portable restrooms, vehicles, picnic shelters, fireworks shoot site, etc.
4. Location of temporary alcohol sales including where both sales and consumption occur, plus dimensions and type of fencing to be used
5. Indicate 20' wide fire lane clearances in all areas and the location of all fire hydrants
6. Generator locations and/or source of electricity
7. Placement of vehicles and/or trailers
8. Exit locations for outdoor events that are fenced
9. Accessible viewing area
10. Parking and Disabled parking areas

Is the event open to the public? __X__ Yes ______ No

Is there an admission fee? If yes, please provide amounts ______ Yes __X__ No

Does your event involve the use of alcoholic beverages? ______ Yes __X__ No

If yes, please check all that apply:

_____ Beer Sales _____ Beer & Wine Sales

_____ Beer, Wine & Distilled Spirits Sales _____ Host & Alcohol Sales

*Please Note: Alcoholic beverages cannot be sold, distributed, nor consumed on City property without appropriate zoning. If you answered yes to any of the above, please also complete and attach an Alcoholic Beverages (Temporary)*

*Sales Form and submit it along with this application.*

Are there musical entertainment features related to your event? _____ Yes __X__ No

If yes, complete the following information and attach a listing of all stage performance schedules.

Size and Number of Stage(s):

______________________________________________

How much electric (in amps) does your stage need?

______________________________________________

Will a sound check be conducted prior to the event? _____ Yes __X__ No

If yes: Start time: ______________ Finish time: ______________

Will there be merchandise vending at your event? _____ Yes __X__ No

If yes, please complete the following information and attach a list of all vendors and be sure to indicate vending and electrical requirements on your site plan

How many vendors? __45______

How many will need electric? __10____

How much electric (in amps) does your vending area need? __________

**Will you hire a private security company?** _____ Yes __X__ No

If yes, please provide the name of the company and the schedule

______________________________________________________________________

*Please Note: Palm Beach County Sheriff's Office will review your special event application to make a final determination as to the as to the number of officers, vehicles and/or equipment you will be required to have in order to make sure your event is conducted safely*

**Does your event require overnight security?** _____ Yes __*__ No

**Does your event require the use of picnic shelters (if applicable)?** _____ Yes __*__ No

**Will inflatable's (moon bounce) be used at your event?** __X__ Yes _____ No

If yes, please provide the name of company: __RIVIORA TENTS__________________

**Will your event include fireworks or other pyrotechnics?** _____ Yes __X__ No

If yes, please describe: ______________________________________________

Name of company: __________________________________________________

**Does your event include food concession and/or preparation areas?** _____ Yes __*__ No

If yes, please describe how food will be served and/or prepared on site:

| |
|---|
| |

*Please note: Temporary food service for events must meet all State and local guidelines and requirements*

**Do you intend to cook food at your event?** _____ Yes __X__ No

If yes, please specify method

_____ Gas

_____ Electric

_____ Fryers - Name of grease removal contractor ______________________________

Date & time of pickup ______________________________________________

_____ Other, please specify ____________________________________________

Do you intend to have food trucks at your event? _____ Yes __X__ No

If yes, how many? _________________________________________________

Do you plan to provide portable rest room facilities at your event? NO

If yes, Total number of toilets: ____________

Number of ADA accessible toilets: ____________

Number of hand sinks: ____________

Restroom Company: ____________

Equipment Setup Date: ____________ Time: ____________

Equipment Pickup Date: ____________ Time: ____________

Will your event involve the use of a parking and/or shuttle plan? X Yes ____ No

If yes, please describe: Regular parking

Will your event be marketed, promoted or advertised? X Yes ____ No

If yes, please describe: Will provide 104.7 to Announce And pass out flyer

Will there be live media coverage during the event? ?

If yes, please describe where you plan on parking the media ____________

Accessibility Plan

Please describe your plan for people with special needs participation, parking, and viewing

Regular Service will be provide, Help when Needed by Volunteers

Sanitation & Recycling

You are responsible for leaving the venue clean and clear of debris. Please describe your plan for cleanup and removal of waste, recyclable goods and garbage during and after your event.

Number of trash cans: 10

Number of recycling containers: 20

Number of dumpsters: 1

Sanitation Company: People of Purpose will Provide

Equipment Setup Date: ____________ Time: ____________

Recycling Company: ____________

Equipment Setup Date: ____________ Time: ____________

## Mitigation of Impact

Due to the nature of your event, the City of South Bay may require you, at your expense, to officially notify residents, business, places of worship, schools and other entities that may be directly impact by your event

## Insurance Requirements

You are required to procure and maintain commercial general liability insurance with a minimum of $1,000,000 per occurrence and a $2,000,000 general aggregate. Proof of insurance must be submitted minimum of 30 days prior to the first day of the rental period through the move-out activities. This insurance must name the City of South Bay as an additional insured in any and all policies. Due to the nature of your event, additional insurance may be required

## Affidavit of Applicant & Hold-Harmless Acknowledgement

By signing this application, you are certifying that you understand the information in this application to be true and correct to the best of your knowledge, and that you agree to comply with City of South Bay Code of Ordinances (Code: 28-51) and all City rules, regulations and policies. Should the City grant approval and a Special Event Permit be issued, you also agree to comply with any other rules and requirements provided by law

In consideration of the privileges that may be granted by issuance of a Special Event permit, the Host Organization shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, and all officials, agents and employees of the City, from and against all claims which may result from allowing Applicant to utilize the public right-of-way or City owned park. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from

The Host Organization's obligation to indemnify, defend, and hold harmless includes any claim by Host Organization's agents, employees, representatives or any subcontractor or its employees. The Host Organization acknowledges that the provisions of this paragraph apply to and include any liability resulting for incidents involving the streetcar electrified cables. Said indemnification shall not include claims resulting solely from the act, omission, negligence, or other fault on the part of the City, its official, agents, or employees

I further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of South Bay

Print Name of Host Organization: William Freeman

Printed Name of Chief Officer: William Freeman

Title: 

Signature: Date: 01/23/25

Print Name of Primary Contact: William Freeman

Title: 

Signature: Date: 01/23/25

Thank you for completing your Special Event Application.

Please submit your completed application along with a detailed site plan to the City Clerk's Office

335 SW 2nd Avenue, South Bay, FL 33493 or fax to 561-996-7950

Incomplete, illegible, and/or unsigned applications will not be accepted.

*Submission of a Special Event Application constitutes a request to use City property for the purpose of an event and does not guarantee event approval*

Do you plan to provide portable restroom facilities at your event?

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Will your event involve the use of a parking and/or shuttle plan? Yes X No

If yes, please describe: [illegible]

Will your event be marketed, promoted or advertised? X Yes No

If yes, please describe: [illegible]

Will there be live media coverage during the event?

If yes, please describe where you plan [illegible]

Accessibility Plan

Please describe [illegible] people [illegible] parking [illegible]

Sanitation & Recycling

[illegible] leaving the venue clean and free of debris. Please describe your plan [illegible] garbage during and after your event.

[illegible]

[illegible]

[illegible]

Helping Returning Citizens Build Lives of Purpose

William Freeman

People of Purpose

2/05/2025

Subject: Request to Utilize Tanner Park for Second Chance Month Event

Dear Mr. Collins,

I hope this letter finds you well. I am reaching out on behalf of People of Purpose to request the use of Tanner Park for our Second Chance Month Event. This event is designed to support and uplift returning citizens, plus bring awareness and the broader community by providing resources, activities, and engagement opportunities.

Our layout for the event includes:

• Open Field: Two 20x40 tents will be set up on the south side, facing the road. A 20x30 tent will be placed in the center of the field.( vendors and board games will be located)

• West Side of the Field: Two bounce houses will be stationed for family-friendly activities.

• Community Center: This space will be used for HIV testing and self-care services, including pedicures, manicures, and massages.

• Tennis Court: We plan to convert this area into a pickleball section where attendees can participate in games and demonstrations.

•

**RESOLUTION 14-2025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE PROPOSAL FOR EXTERNAL AUDITING SERVICES FROM HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC IN RESPONSE TO CITY OF SOUTH BAY REQUEST FOR PROPOSAL #2025-01; AUTHORIZING THE CITY MANAGER TO NEGOTIATE COMPENSATION AND BRING BACK A RECOMMENDATION FOR CONSIDERATION BY THE CITY COMMISSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of South Bay (“City”) is in need of an independent contractor to provide external auditing services to the City; and

**WHEREAS,** pursuant to Section 218.391, Florida Statutes, the City of South Bay established an Auditor Selection Committee (“Committee”) and issued an RFP 2025-01 for Financial Auditing Services on January 31, 2025, on DemandStar and on the City’s website; and

**WHEREAS**, on March 11, 2025, the Committee met to perform its statutorily mandated responsibilities and to review all submitted bids; and

**WHEREAS**, the Committee reviewed and considered one (1) single proposal in response to RFP #2025-01 from HCT Certified Public Accountants and Consultants LLC; and

**WHEREAS,** after considering the recommendation of the Auditor Selection Committee, the City Commission of the City of South Bay hereby selects HCT Certified Public Accountants and Consultants, LLC as a qualified proposer; and

**WHEREAS**, the City Commission desires to authorize the City Manager to negotiate reasonable compensation with HCT Certified Public Accountants and Consultants, LLC, consistent with the contract terms set forth RFP #2025-01, work with the City Attorney on finalizing a contract to bring back with a recommendation to the City Commission for consideration; and

**WHEREAS,** the City Commission of the City of South Bay (‘City Commission”) deems selection of HCT Certified Public Accountants and Consultants, LLC is in the best interest of the City of South Bay.

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

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

**Section 2.** Acceptance of Proposal in Response to RFP #2025-01 and Authorization for Negotiation of Compensation. The City Commission of the City of South Bay hereby accepts the recommendation of the Auditor Selection Committee for the selection of HCT Certified Public Accountants and Consultants, LLC and further authorizes the City Manager to negotiate reasonable compensation with HCT Certified Public Accountants and Consultants, LLC consistent with the terms of the RFP #2025-01, and bring back a recommendation to the City Commission for consideration.

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

**PASSED** and **ADOPTED** this 2nd day of April 2025.

________________________________
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 Polk | ______ (Yes) | ______ (No) |
| Commissioner King | ______ (Yes) | ______ (No) |
| Vice-Mayor McKelvin | ______ (Yes) | ______ (No) |
| Mayor Kyles | ______ (Yes) | ______ (No) |

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

# CITY OF SOUTH BAY

## AUDITOR SELECTION MEETING
## COMMISSION CHAMBER

**TUESDAY, MARCH 11, 2025**
**2:00 PM**

335 SW 2ND Avenue
South Bay, FL 33493
www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950

| | | Member Appointee |
|---|---|---|
| Mayor: | Joe Kyles Sr. | John Wilson |
| Vice Mayor: | Taranza McKelvin | Betty Barnard |
| Commissioner: | Esther Berry | Chair |
| Commissioner: | Barbara King | Bernidese Fuce |
| Commissioner: | Albert Polk | Virginia Crawford |

| | |
|---|---|
| City Manager: | Leondrae D. Camel |
| Finance Director: | Massih Saadatmand |
| City Attorney: | Burnadette Norris-Weeks |
| City Clerk: | Vicenta Del Bosquez |

# AUDITOR SELECTION MEETING AGENDA
# CITY OF SOUTH BAY, FL
## CITY COMMISSION CHAMBERS
# TUESDAY, MARCH 11, 2025
# 2:00 PM

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

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

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

1. **APPROVAL OF AGENDA**

2. **PUBLIC COMMENTS**

3. **DISCUSSION**
   a. **Open Bid(s)**
   b. **Discuss and Evaluate**
   c. **Make a Recommendation**

4. **General Comments**

5. **Adjournment**

# CITY OF SOUTH BAY

## Annual Financial Audit Services
## RFP No. 2025-01

**Due: February 27, 2025 10:00am**

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

Submitted by:

HCT

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

HCT Certified Public Accountants and Consultants, LLC
3816 Hollywood Boulevard, Ste 203, Hollywood, FL 33021
Phone: 954.966.4435
Fax Number: 954.962.7747
rharvey@hct-cpa.com

Contact: Roderick Harvey, CPA, CVA

Signature: Roderick Harvey CPA, CVA

# TABLE OF CONTENTS

# LETTER OF TRANSMITTAL

HCT

Certified Accounting Professionals & Consultants, LLC

February 26, 2024

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

Dear Members of the Financial Auditing Services Evaluation Committee:

Thank you for the opportunity to present our Team HCT Certified Public Accountants and Consultants, LLC ("HCT") to the City of South Bay, Florida ("The City") for the purposes of our submission for Solicitation/RFP for Financial Auditing Services. HCT offers a local firm perspective, resources, and methodology of a national CPA firm.

HCT is pleased to propose to perform auditing services for the City of South Bay. It is our understanding the proposal includes the annual financial, performance of a uniform guidance, and compliance audits for five (5) years starting with September 30, 2024, based on a fee not-to-exceed a negotiated annual maximum amount.

HCT will provide an opinion on the fair presentation of the combining and individual fund financial statements and schedules. The audits will be conducted in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA);
- Financial audits set forth by OMB Circular A-133 and the single audit report that complies with the Uniform Grant Guidance as per Section 2 of the Code of Federal Regulations, part 200, subpart F;
- Rules of the Auditor General of the State of Florida;
- Florida Single Audit Act;
- GASBs and Other regulatory standards.

HCT has a wealth of local and firm-wide experience serving governmental entities with a myriad of financial services. These include the analysis and preparation of state-wide cost-benefit studies, outsourcing of financial reporting and accounting, financial monitoring of state-wide programs, fraud prevention and detection consulting, and traditional audit services. Team HCT has considerable experience anticipating, planning for and meeting well-defined, firm performance deadlines for our clients including several Florida state agencies and municipalities. We commit to meet our performance deadlines each and every time. HCT has more than 550 clients in the United States, including more than 120 governmental entities. We have significant experience planning and consulting on client business matters and projects, accounting, financial reporting, economic forecasting and projections, forensic accounting, analysis work, damage studies, litigation services and report writing, among other services. Our proposed engagement team is representative of the firm's experience, and is capable of assessing the City's current internal control environment and providing an internal schedule prioritizing areas of highest risk.

This proposal will outline our comprehension of the requisite scope of work; our commitment to meet mandated deadlines and the overall value you will receive by selecting HCT and our team of professionals. As a local firm, we can respond to your requests within 8 hours and arrive on-site by the next business day, if needed. HCT believes itself to be the best qualified firm and is set apart by our strictly governmental focused audit teams. All team members listed **are governmental audit specialists.** We believe that there is a difference between being a governmental external audit firm and being a municipal and governmental audit firm. We audit Florida municipal governments and other governmental agencies with due care and diligence as we want to assist with improving government for all stakeholders.

HCT is a member of the American Institute of Certified Public Accountants' (AICPA) *Governmental Audit Quality Center*. The professionals at HCT are committed to ensuring open and continual communication. We will serve as a "team" that can, if chosen, provide the capacity to ensure a seamless transition into future engagements. We believe a well-planned engagement, as well as, effective communication are vital components to ensuring minimum disruption to your staff, but will ultimately allow our team to produce a quality product.

**Specialized Client Industry**

- **Government**
- **Not-for-Profit**
- **Financial Services**
- **Higher Education**
- **Public Sector**
- **Private Industry**

We appreciate this opportunity to serve and provide efficiently if selected. Thank you for your consideration. Our proposal is a firm and irrevocable offer for sixty (60) days. If for any reason you have any questions, please do not hesitate to contact us.

Sincerely,

Roderick Harvey, CPA, CVA
Managing Partner
3816 Hollywood Boulevard, Suite 203
Hollywood, Florida 33021

Phone: 954.966.4435
Fax Number: 954.962.7747
rharvey@hct-cpa.com
EIN 65-0984330

Authorized to make representation for the firm: Roderick Harvey CPA, CVA

# EXPERIENCE
# QUALIFICATIONS
# BACKGROUND
# REFERENCES


## Experience, Qualifications, Background & References

**Experience: Stability, Longevity & Capability in Serving Government Entities**

HCT is a statewide CPA firm in scope to the State of Florida. We have over 10 full-time professional employees with 5 professionals including The Managing Partner, 2 Managers/Directors, 3 Senior/Supervisors and 3 staff accountants assigned to the (our primary market) governmental and not-for-profit professional CPA department. The firm of HCT has been in existence for 25 years in Broward County. HCT has provided auditing services in the State of Florida to Municipal, County, State, and Federal Government agencies.

HCT is in the business of external auditing governmental entities. We have the knowledge and the experience to resolve any potential problems that could occur during the audit engagement. HCT believes in good communication. We have the staff as well as the expertise to meet all of the City requirements. So long as there is open communication between management and our staff, we will be able to identify and anticipate any significant problems before they occur.

HCT is a member of the American Institute of Certified Public Accountants' (AICPA) *Governmental Audit Quality Center*. The mission of the *Governmental Audit Quality Center* is to: raise awareness about the importance of governmental audits, serve as a comprehensive resource provider on governmental audits for member firms and state audit organizations and create a community of firms that demonstrates a commitment to governmental audit quality.

Our professionals are prepared to bring the City of South Bay an unrivaled combination of relevant technical expertise and experience in serving entities whose issues and needs align with the City of South Bay's. In addition, the executives assigned to the City of South Bay's engagement each have between 20 and 30 years of experience serving Florida governments, and because of our established knowledge-sharing culture, our local professionals have direct, real-time access to the accumulated knowledge and client experiences of HCT. Consequently, we will provide the City of South Bay with a competitive advantage – the benefit of knowledge such as "lessons learned," service innovations, value-creating ideas, engagement management tools and best practices we have gained as a result of our service to other local governments.

## Qualifications

HCT is the existing external CPA firm for the City of South Bay. HCT serves governmental agencies similar in size and complexity to the City of South Bay. We are confident our proposal not only addresses your need for financial auditing services, but also demonstrates our strong capabilities in serving county, state and federal government clients. HCT is focused on delivering an exceptional level of knowledge, insight, and industry experience. As our clients' most trusted business advisor, we:

- Take a genuine interest in your opportunities and challenges
- Proactively work with you to develop solutions based on a deep understanding of your business and industry
- Address your organization's financial and operational challenges through our national and global resources
- Continually strive to satisfy the organizations we serve, the communities in which we work and live, the internal audit profession, and ourselves.

| Governmental Agencies Audited by HCT | Revenue / Assets Size | Fiscal Year Ended |
|---|---|---|
| Miami Dade County (Transit Segment) | **$2.3 Billion** | September 30th |
| Broward County, Florida | **Over $3 Billion** | September 30th |
| Palm Beach County (Palm Tran) | **$475 Million** | September 30th |
| Central Florida Expressway Authority | **$4.3 Billion** | June 30th |
| Florida Commission on Transportation for the Disadvantaged | **Over $50 Million** | June 30th |
| Broward Metropolitan Planning Organization | **Over $4 Million** | June 30th |
| City of South Bay | **Over 4 million** | September 30th |
| City of Miami Gardens | **Over $185 Million** | September 30th |
| City of North Miami | **Over $190 Million** | September 30th |
| City of Riviera Beach | **Over $100 Million** | September 30th |

## List of Florida counties and municipalities for which the firm is providing or has been providing audit services.

**GOVERNMENTS**

City of Coral Spring CRA, Florida
City of Dania Beach, FL
City of Hollywood, Florida Ambulance Service Audits
City of Lauderdale Lakes, Florida
City of Lauderhill HA, Florida
City of Lauderhill, Florida
City of Miami Gardens, Florida
City of Miami, Florida CIP
City of North Miami FA, Florida
City of North Miami, Florida
City of Opa Locka, Florida
City of Oakland Park, Florida Utility Services
City of Riviera Beach, Florida
City of Sanford Housing Authority, Florida
City of South Bay, Florida
City of Tampa, Florida
Agency for Health Care Administration
Broward County, Florida
Florida Office of Early Learning
Indian Trail Improvement District
Miami Dade County Affordable Housing Foundation
Miami-Dade County Transit

**SCHOOLS & CHURCHES**

Antioch Missionary Baptist Church of Miami Gardens
Cool Kids Learn, Inc.
Catholic Charities of the Archdiocese of Miami
Chancellor Elementary School
Chancellor Middle School
Church of Brotherly Love Social Services Agency
Ekklesia, d.b.a. International Center of Praise
Excel Academy School
Future leaders Arts and Science Academy
Love to Learn Educational Center
Love to learn Arts and Science Academy
O'Farrill Learning Center
Oasis Enrichment School
Parkway Academy
Spiral Tech School
Spirit Agency Academy
The Life Skills Center - Leon County
The Thinking Child Academy

**NOT-FOR-PROFITS**

Advocate Programs
Association for Retarded Citizens, South Florida, Inc.
Arts for Learning/Miami
Ayuda, Inc.
Beta Tau Royal Association
Brownsville Community
Boys & Girls Club of Miami
Centro Mater CCC
Children's Home Society
Citrus Health network
Collins Center for Public Policy
Community Committee for Development Handicap
Community Health of South Dade
Community Medical Concepts
Concerned African Women
Creative Child Therapy
Cuban American National Council
Daily Bread Food Bank, Inc.
Dave & mary Alper Jewish Community Center
Easter Seal miami-Dade, Inc.
Economic Opp. Family Health Center
Educate Tomorrow
Elijah Network Family and Community Alliance
Family and Faith Coalition
Family Central, Inc.
Family Counseling Services of Greater MIA
Florida Immigrant Advocacy
Foster Care Review
Greater Miami Youth Symphony
Group De Apoyo A La Democracia United
Haitian neighborhood Center Saint La.
Hands in Action
Human Services Coalition of Miami Dade
Informed Families
Institute for Family Health (CPC)
James E. Scott Community Association
Just Kids
Justice & Securities
Kidsworks USA
Kristie House
Liberty Agency Optimist Club
Miami Children's Museum
National Organization of Black Elected Officials
National Black Caucus of State Legislators
River Region Human Services

**Office Location and Business Structure**

Our office is located in Hollywood, Florida located at 3816 Hollywood Boulevard, Suite 203, Hollywood, Florida 33021. Tel 954.966.4435 // Fax 954.962.7747 // www.hct-cpa.com. HCT is a Limited Liability Company as registered with the State of Florida since 2000. Due to our accessibility and proximity with the City of South Bay we will be able to interact in person with the City Manager, the City's Director of Financial Services, the Finance Department, and the City of South Bay Commission.

We are qualified to practice in the State of Florida under the laws of Florida per Chapter 607; F.S. All HCT key audit personnel assigned have successfully completed the number of required hours of Continuing Professional Education (CPE) for CPA's engaged in governmental auditing pursuant to Florida Statute 473.312 and Governmental Auditing Standards (Yellow Book).

HCT has extensive experience in governmental, non-profit, higher educational Institutes, and the Single Audit accounting sectors. Special audit and consulting tools, industry practice guides and training sessions for staff members help us maintain the highest quality of services. As a result, HCT is able to apply problem-solving abilities to effectively address various complications within a company. This allows for continued growth in the depth and scope of the services we provide. To succeed in today's competitive and highly complex marketplace, a company must distinguish itself through professionalism and outstanding client service. At HCT we are confident of our ability to provide our clients with an array of expertise and the depth of resources they require.

**State-of-the–Art Technology**

Over the years we have invested significantly in advanced hardware, software, and training as we reengineer our business and government auditing process to deliver more value at a lower cost. . Our staff is equipped with laptop computers with built-in modems and state-of-the-art software and other knowledge tools. This network enables our professional staff to instantly communicate with one another, share information and access our knowledge bases; i.e., the tools, techniques, methodologies and information that makes it possible for our staff to harness the resources of our team. The cumulative impact is: speed, efficiency, greater accuracy, intensified focus on areas of risk and a more valuable reporting information tool for the City of South Bay.

Special audit and consulting tools, industry practice guides and training sessions for staff members help us maintain the higher quality of our services. As a result, HCT is able to provide the problem-solving abilities to properly address current and future issues before they become problems. This results in continued growth in the depth and scope of the clients we serve.

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

March 21, 2016

Roderick Harvey
3816 Hollywood Blvd Ste 203
Hollywood, FL 33021-6750

**Re: Roderick Harvey**
**AICPA Account Number: 01678648**

Dear Miami Dade County,

This letter is to confirm Roderick Harvey is an active Regular Member of the AICPA. Roderick Harvey has been a member in good standing since January 31, 2001.

A member in good standing is an individual who has not been suspended or terminated because of disciplinary reasons. Disciplinary activities are published in the AICPA periodical, *The CPA Letter.**

Thank you for allowing us to be of service. Please let us know if we may be of further assistance.

Regards,

Peg McIntyre

Peg McIntyre, CAE
Vice President, Membership
AICPA Member Service

America Counts on CPAs.
Member Service: 888.777.7077, 9am-6pm ET, Monday-Friday; or service@aicpa.org
Thank you for your continued support.

**Please note that membership in the AICPA is not verification of CPA certification.*

T: 888.777.7077 | F: 800.362.5066 | aicpa.org

## Auditing Standards

HCT has performed the work of professional auditing for the City of South Bay for the past ten (10) years. HCT has no conflict of interest relationships involving the City of South Bay's organization for the past five (10) years. HCT has no conflict of interest with regard to any other work performed by the firm for the City.

**iii. *License to Practice in Florida* - Attach a copy of the State of Florida Board of Accountancy current/active license for all key professionals (senior/supervisor auditor and above) assigned to this engagement, as well as a copy of the license for the audit firm.**

HCT provides this affirmative statement that the Managing Partner is properly licensed to practice in Florida. The Managing Partner, Roderick Harvey CPA, CVA, does hold an active license in the State of Florida # AC0030015.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF ACCOUNTANCY**

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

**HARVEY, RODERICK A**

19030 N W 54TH AVENUE
MIAMI FL 33055

**LICENSE NUMBER: AC0030015**

**EXPIRATION DATE: DECEMBER 31, 2025**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/12/2023

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

## STATE OF FLORIDA
## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

### BOARD OF ACCOUNTANCY

THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

## HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC

3816 HOLLYWOOD BOULEVARD
SUITE 203
HOLLYWOOD FL 33021

**LICENSE NUMBER: AD67699**

**EXPIRATION DATE: DECEMBER 31, 2025**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/21/2023

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INFANTE & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS CONSULTANTS

Members of:
American Institute of CPAs
• Center for Audit Quality
• Employee Benefit Plan Audit Quality Center
• Government Audit Quality Center
• Private Companies Practice Section
• Tax Division
Florida Institute of CPAs

Harrison Executive Centre
1930 Harrison Street
Suite 308
Hollywood, FL 33020
Telephone (954) 922 8866
Fax (954) 922 8884
www.infantecocpa.com

## Report on the Firm's System of Quality Control

February 28, 2023

To The Partners of
HCT Certified Public Accountants & Consultants, LLC
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of HCT Certified Public Accountants & Consultants, LLC (the firm) in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards)

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of HCT Certified Public Accountants & Consultants, LLC in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. HCT Certified Public Accountants & Consultants, LLC has received a peer review rating of *pass*.

Infante & Company

Infante & Company

# References

| Client Name & Contact Information | Scope of Work/Types of Services | Project Period / Contract Value | Budgeted Hours/ Actual Hours | Joint Venture/ Shared Engagement |
|---|---|---|---|---|
| Kennie Hobbs, CPA<br><br>Asst. City Manager/ Finance Director<br>City of Lauderhill, Florida<br>5581 W. Oakland Park Blvd.<br>Lauderhill, Florida 33313<br>(954) 730-3044<br>khobbs@lauderhill-fl.gov | **Annual Financial Monitoring of Federal and State funds - AUP** | 2021 – Current<br><br>$350,000<br><br>2008 - 2017 | 500 hours | Prime |
| Anna Bo-Emmanuel,<br>Executive Director<br>North Miami CRA, Florida<br>776 NE 125th Street<br>North Miami, Florida<br>(305) 895-9885<br>aemmanuel@northmiamifl-gov | Annual Financial Statement and Single Audits | 2008 – Current<br><br>$370,000 | 280 hours/<br><br>300 hours | Prime |
| Massish Saadatmand<br>Finance Director<br>City of South Bay, Florida<br>335 S.W. 2nd Avenue<br>South Bay, Florida 33493<br>(561) 914-6330<br>saadatmandm@southbaycity.com | CAFR- Financial Statement and Single Audits | 2013 – Current<br><br>$170,000 | 425 hours/<br><br>500 hours | Prime |
| Joris Jabouin<br>Chief Auditor<br>School Board Broward County<br>7720 W. Oakland Park Boulevard, # 323<br>Sunrise, Florida 33351<br>(754) 321-2400<br>joris.jabouin@browardschools.com | CAFR- Annual Financial Statement and Single Audits | 2008 – Current<br><br>$450,000 | 550 hours/<br><br>565 hours | Prime |

# PROJECT APPROACH UNDERSTANDING AND INFORMATION


## Project Approach Understanding and Information

Based on HCT's review of the Request for Proposal No. 2024-01, it is our understanding that HCT will provide the following:

- **For the City of South Bay**
  - A report of a fair presentation of the basic financial statement, in conformance with generally accepted accounting principles.
  - A report on the internal control structure based on the auditor's understanding of the control structure made as part of the audit of the financial statements
  - A report on compliance with applicable laws and regulations that may have a material effect on the financial statements.

- **For the City of South Bay's Federal Awards and State Financial Assistance Programs**
  - Federal and State single audit reports in compliance with the Uniform Guidance and the Florida Single Audit Act.

- **Report Issues to the Director of Financial Services**
  - Review the management letter comments as required by F.S. 11.45(3)(a) 4
  - Review the draft general distribution CAFR
  - Review and advise the independent audit findings
  - Management consultation with staff
  - Discuss information in the audited financial statements
  - Major issues discussed with management prior to retention
  - Difficulties encountered in performing the audit
  - Discuss irregularities and illegal acts

- **Maintain Working Papers**
  - Retain working papers and reports at HCT's expense
  - Maintain the records for a period of seven years
  - Allow access to the working papers for inspection and reproduction as necessary

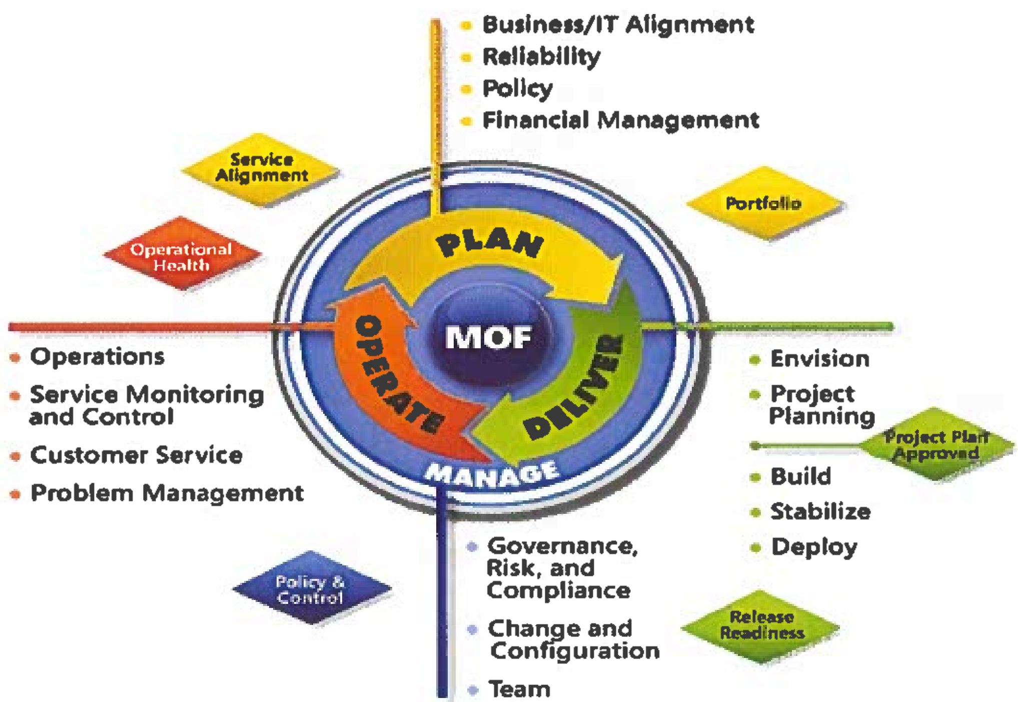
| UNDERSTAND THE CLIENT | RISK ASSESSMENT | FURTHER AUDIT PROCEDURES | EVALUATION | DELIVERY |
|---|---|---|---|---|
| · Business objectives<br>· Financial performance<br>· Accounting policies<br>· Internal control | · Risks of material misstatement (error or fraud)<br>· Significant risks<br>· Control deficiencies | · Tests of controls<br>· Substantive analytical procedures<br>· Substantive tests of details | · Audit evidence<br>· Uncorrected misstatements | · Issue reports |

**Responsiveness**

Our firm is responsive. Organizations who choose our firm rely on competent advice and fast, accurate personnel. Through hard work, we have earned the respect of the business and financial communities. HCT's audit team will work closely with your management team through the external audit process.

**Change/Rotation of Staff**

HCT's foremost consideration is to ensure the best interest of our clients. To this end, our staff rotation policy is to maintain continuity on engagements from year to year. However, to ensure that the engagement team also remains dynamic, and to help ensure future continuity and maintain our knowledge of the entity, we also prefer to assign at least one new staff member every two years. The City can be assured of seeing known management and supervisory personnel while obtaining the benefit of meeting our sharpest staff level professionals



## Audit Segmentation Details

**HCT can fulfill all elements of the Scope of Services and Special requirements as defined below (Proposed Segmentation):**

1. **Organizational Risk Assessment (Partner / Manager / Senior Auditor – 16 Hours)**

    a. HCT will conduct an organizational risk assessment that includes a review of controls currently in place to enable the firm to better understand the City of South Bay governing and operating structure.

    b. The risk assessment will identify the areas of the highest risk.

    c. Using this information, HCT will develop an external audit schedule prioritizing areas of highest risk.

    d. Present the findings of the Organizational Risk Assessment in a report to the City of South Bay, which will also contain an external audit schedule which will identify and prioritize the areas of greatest risk.

2. **Communication with the City of South Bay (Partner / Manager) – 16 Hours**

    a. Upon approval of the Audit Plan, Team HCT will perform audits of each area identified on the external audit schedule.

    b. Audit areas will require the Team HCT to work in conjunction with key staff in each area and conduct a thorough audit of the identified area. This work will include:

        i. Provide recommendations for strengthening external controls in order to lower identified risks.

        ii. Review department operations to ensure compliance with the County Code requirements, County policies and procedures.

        iii. Assess compliance of business practices with various outside agencies, such as grant reporting agencies and other County, State and Federal regulatory agencies.

        iv. Provide recommendations for implementing "best practices" in instances where policies, procedures and processes do not exist of should be improved upon.

        v. Perform operational reviews of key business processes to identify deficiencies and weaknesses and make recommendations for improvements.

        vi. Work closely with internal auditors and the City of South Bay staff to ensure minimal duplication of effort and proper focus.

        vii. Attend Financial Services Department meetings and submit the audit plan before September 30$^{th}$.

**Work Plan - Preliminary Evaluation of Internal Environment (Manager / Senior Auditor) – 24 Hours**

The first step in performing the audit will be the preliminary evaluation of the computer systems covering:

1. How the computer function is organized,
2. Use of computer hardware and software
3. Applications processed by the computer and their relative significance and
4. Methods and procedures for implementation of new applications or revision to existing applications

In the course of preliminary evaluation of the internal environment, Team HCT will ascertain the level of control awareness in the City of South Bay and existence (or non-existence) of control standards. The preliminary evaluation will identify potential key controls and any serious key control weaknesses. For each control objective, auditors will determine whether or not the objective has been achieved; if not, we will assess the significance and risks involved due to control deficiencies. After completing the preliminary evaluation of the computer systems, HCT will determine the appropriate audit approach for specific task order.

**Audit Procedures (Partner / Manager / Senior Auditor / Staff) – 100 Hours**

The financial / accounting system is employed, therefore, we will (i) review each active module and (ii) the extent of inherent risk and mitigated control/detection risk and the (iii) testing required.

Audit procedures include:

1. Collecting and processing a set of test data that reflects all the variants of data and errors which can arise in an application system at different times;
2. Using integrated test facilities, built into the system by the Eden system to help the External Auditor in his requirements, as one of the users of the system;
3. Simulating the auditee's application programs using audit software to verify the results of processing;
4. Reviewing program listings periodically to see that there are no unauthorized alterations to the programs;
5. Using either developed programs to interrogate and retrieve data applying selection criteria and to perform calculations and extracting samples of data from the City of South Bay database/files, using sampling techniques, for post analysis and review; and
6. The nature of data and type of analysis required determine what technique is to be employed.

**Proposed Segmentation, Assigned Level of Staff and Engagement Hours per Segment**

HCT has documented the proposed external audit approach, including a general work plan, level of staffing, estimated hours per segment, an explanation of audit methodology, and other information related to the specific audit approach. This is a general work plan and is subject to change based on the City of South Bay schedule and varying external audit issues. If awarded the contract, we will coordinate with the City of South Bay management to provide a finalized plan. Any changes to the initial plan resulting from the audit results will be discussed with the City of South Bay management immediately.

For efficiency, HCT will perform **internal control evaluations**, including gaining an understanding of the City of South Bay control procedures and documentation of that understanding through flowcharts, narratives, questionnaires and summary schedules. Depending on the results of our internal control analysis and our assessment of the City's control risks; we will perform dual purpose tests of controls and detailed balances and perform corroborating analytics and predictive procedures. We will also review immaterial departments, transaction cycles, and compliance areas on a rotational schedule based on the assessed risk to the City of South Bay. For example, if risk appears high for disbursements and vendor payments, we will prioritize the testing of expenditure compliance.

**Preliminary Planning *(Partner / Manager / Senior Auditor) – 16 Hours***

- Preliminary Entrance meeting with appropriate personnel from Finance.
- Coordinate meeting schedules with the City of South Bay's management.
- Research Rules and Regulations, including the City of South Bay and Broward County ordinances.
- Identification of material transaction cycles, information systems and identification of high-risk areas.
- Obtain and review all agreements, including third party agreements, grant agreements, etc.
- Determine/verify major fund determinations and materiality levels and areas for tests of balances.
- Review of any identified significant deficiencies as communicated by Management Review of Reports issued by the Auditor General and/or other Agencies, Grantors, etc. (if any).
- Preparation of all audit confirmations including related parties for all the City of South Bay Department Directors and the City of South Bay Commission.
- Develop/finalize control analysis audit programs.
- Preliminary Analytical procedures obtain the City of South Bay's budget and compare to actual expenditures, ensuring that expenditures do not exceed budgeted appropriations.
- Preliminary Identification of areas for testwork.
- Determination of the necessity of a federal and/or State Single Audit and identification of Major Programs.
- Preparation of detailed engagement budget and assignment of work areas to be performed by staff.

**Tests of Controls/ Information Systems** ***(Manager/ IT Manager/Senior Auditor) – 12 Hours***

- Gain an understanding and document control procedures and material information system processes. Obtain organization charts to determine segregation of duties.
- Perform IT testing required pursuant to SAS requirements.
- Assess preliminary Control Risk, Detection Risk, and Inherent Risk determination.
- Develop programs to test identified and documented Controls.
- Select Samples (utilize statistical sampling to provide for a confidence rate of at least 90 percent).
- Perform final assessment of Control Risk based on results of test work.
- If necessary begin testing for Single Audit/utilize dual test work, maintaining adequate sample sizes.

| Audit Testing and Reporting - Audit Segmentation Detail | |
|---|---|
| | **Planning / Internal Control / Compliance** |
| **Engagement Administration and Planning** | Communication with those charged with governance to discuss goals, audit timetable, audit work plan and particular areas of specialized concentration. |
| | Make preliminary assessment of the City of South Bay, its environment, and its internal controls. |
| | Update systems documentation and permanent file information. |
| | Review status of prior-year audit recommendations or findings, if any, and ascertain whether they were appropriately resolved. |
| **Partner,** | Identify all federal and state financial awards programs and evaluate scope for Federal and Single Audit Acts requirements (part of work plan, but do not anticipate any). |
| **Manager** | Document our understanding of all financially significant laws and regulations, and identify any new laws or regulations that require audit testing. Identify modifications or new inter-local agreements. |
| | Discuss implementation of recent GASB pronouncements, and determine applicability of pending matters. |
| **Evaluation of the Entity , its Environment, and its Internal Controls** | Obtain and document our understanding of the entity, its environment, and its internal controls, organizational structure, and operating characteristics. |
| | Evaluate organization, personnel, and financial practices. |
| | Document existing EDP controls, and evaluate adequacy of physical security environment, including business continuity (disaster recovery) planning. |
| | Evaluate financial reporting systems and administrative monitoring capabilities. |
| | Design preliminary tests of controls for compliance with prescribed systems. |
| **Manager,** | Identify specific compliance requirements related to, ordinances, and Florida Statutes. |
| **Senior, IT Specialist** | Perform testing of controls over areas deemed to have financial significance. These generally include testing of cash disbursements, cash receipts, journal entries, contracts, etc. |

## Audit Testing and Reporting - Audit Segmentation Detail

| | |
|---|---|
| | Review minutes of meetings and prepare an abstract of information relative to the audit of the financial statements. |
| **Minutes, Contracts, & Resolutions**<br>**Manager** | Obtain data concerning outstanding contractual commitments, if any, for financial statement disclosure adequacy.<br>Design tests of controls for compliance with applicable laws and regulations and the Rules of the Auditor General of the State of Florida.<br>Develop a compliance work program and incorporate it into the overall audit plan. |
| **Budgets**<br>**Senior and Staff** | Document budgetary process and confirm compliance with applicable local ordinances, procedures, and regulations.<br>Review authorization and impact of interim budget amendments, if any. |
| **Substantive External Audit Testing** | |
| **Cash, Investments, and Restricted Funds**<br>**Senior and Staff** | Ascertain that cash in the balance sheet is on hand or on deposit with third parties (trustees) in the name of the City of South Bay.<br>Ascertain that all cash funds of the City of South Bay are included in the balance sheets.<br>Ascertain that depositories are legally acceptable, that adequate collateral has been pledged for the City's deposits, and that separate depository accounts are maintained for each fund for which required.<br>Ascertain that the cash balances reflect a proper cutoff of receipts and disbursements and are stated at the correct amount.<br>Ascertain that cash balances are properly presented in accordance with related restrictions and those disclosures are adequate.<br>Ascertain that investment balances are evidenced by securities or other appropriate legal documents, either physically on hand or held in safekeeping by others, and include all the City's investments.<br>Ascertain that investments are the types authorized by law, contract, and the investment policy of the City of South Bay.<br>Ascertain that investment values, incomes, gains, or losses are correctly stated and properly allocated to accounts.<br>Ascertain that investments are properly described and classified by fund type in the combined balance sheet and related disclosures. |

| Audit Testing and Reporting - Audit Segmentation Detail | |
|---|---|
| | Ascertain that only earned revenues, if any, in the fiscal year have been recorded, and amounts uncollected at year-end presented as receivables are valid. Ascertain that the City has satisfied the relevant legal requirements to receive all revenues recorded.<br>Ascertain that the revenues were billed or charged and recorded at the correct amount and receivables are stated at the net realizable amount.<br>Ascertain that amounts billed for services rendered are valid and have been billed to customers at authorized rates.<br>Ascertain that unbilled service revenues are appropriately reflected in the proper accounting period. |
| **Receivables,**<br>**Revenue and Cash Receipts**<br>**Senior and Staff** | Ascertain that an adequate allowance for doubtful accounts has been established and that the related amounts and disclosures are properly presented in the financial statements.<br>Ascertain that receivables are properly classified in the financial statements and that related disclosures are adequate. |
| **Accounts Payable and Expense Cutoff**<br>**Senior and Staff** | Ascertain that recorded expenses and cash disbursements are for goods and services authorized and received.<br>Ascertain that expenses incurred for goods and services and related accounts payable have all been identified, including any contingent or contractual liabilities.<br>Ascertain that expenses for goods and services are authorized in accordance with the budget and other regulations or requirements.<br>Ascertain that expenses and related disbursements and liabilities have been recorded correctly as to account, budget category, period, and amount.<br>Ascertain that expenses and related liabilities are properly classified by budget category and related disclosures are adequate. |
| **Payroll and Related Liabilities**<br>**Senior and Staff** | Ascertain that payroll disbursements are made only for work authorized and performed by authorized personnel.<br>Ascertain that payroll is computed using rates and other factors in accordance with contracts and relevant laws and regulations.<br>Ascertain that payroll and related liabilities are correctly recorded as to amount and period and properly distributed by account and budget category, and disclosures are adequate.<br>Ascertain the status of employee compensatory benefits for accruals and disclosure. |
| **Inventories**<br>**Senior and Staff** | Ascertain that inventories recorded represent a complete listing of materials and supplies held by the City of South Bay, and that such assets are physically on hand.<br>Ascertain that inventory listings are accurately valued and the totals are properly recorded in the accounts.<br>Ascertain that inventory is properly classified and disclosure is made of the equity reserve, if appropriate. |

| Audit Testing and Reporting - Audit Segmentation Detail | |
|---|---|
| **Property, Plant, Equipment, and Capital Expenditures**<br><br>**Senior and Staff** | Ascertain that property and equipment represent a complete and valid listing of the capitalizable cost of assets purchased, constructed, or leased, and are physically on hand.<br>Ascertain that capital expenditures represent a complete and valid listing of the capitalizable cost of the property and equipment acquired during the period, and capitalizable costs are excluded from repairs and maintenance and similar expenditure accounts.<br>Ascertain that capitalized costs and related depreciation associated with all sold, abandoned, damaged, or obsolete fixed assets have been removed from the accounts.<br>Ascertain that depreciation charges on all depreciable assets have been computed on an acceptable and consistent basis and that the related allowance accounts are reasonable.<br>Ascertain that capital expenditures and fixed assets are properly classified and related disclosures are adequate. |
| **Long-Term Debt and Debt Service Expenditures**<br><br>**Manager, Senior** | Ascertain that debt is authorized and properly recorded.<br>Ascertain that all indebtedness of the City is identified, recorded, and disclosed.<br>Ascertain that the City has complied with provisions of indentures and agreements related to debt, including provisions on use of proceeds.<br>Ascertain that debt service expenditures (principal and interest payable) are properly recorded, classified, and disclosed.<br>Ascertain that debt and related restrictions, guarantees, and commitments are properly presented and related disclosures are adequate.<br>Review arbitrage calculations if applicable for reasonableness. |
| **Risk Management and Internal Service Funds**<br><br>**Manager, Senior** | Document and evaluate controls over self-insurance programs, if any, including evaluation of the work of any specialists.<br>Ascertain that claims paid during the year are recorded correctly as to account, amount, and period and are disbursed in accordance with the City of South Bay's policies and procedures for claims settlement.<br>Review the estimated liability for insurance claims at year-end and the related cost allocations.<br>Ascertain that insurance transactions are properly classified and described in the combined financial statements and related disclosures are adequate. Review GASB Statement No. 10 disclosures related to risk management. |
| **Net Assets**<br><br>**Senior and Staff** | Ascertain that all reservations of net assets are recorded and properly authorized.<br>Ascertain that components of net assets are determined in accordance with applicable regulations and requirements.<br>Ascertain that components of net assets and changes in net assets are properly computed and are described, classified, and disclosed appropriately. |
| **Revenues** | Perform analytical procedures related to charges for services.<br>Compare revenue data for current period and historically to demographics. |

| Audit Testing and Reporting - Audit Segmentation Detail | |
|---|---|
| **Senior and Staff** | Develop other customized procedures once planning and risk assessments are performed. |
| **Expenses** | Perform analytical procedures related to expenses. |
| | Through testing and observation, determine that expenses are appropriate and properly classified. |
| **Senior and Staff** | Determine that expenses are properly classified for budgetary purposes. |
| **Grant Compliance External Audit** | |
| **Grant Programs** | Evaluate and test controls over compliance requirements. |
| | Ascertain status and resolution of prior-year findings and questioned costs. |
| | Test grant revenue through confirmation with grantor agency and ascertain appropriateness of classification. |
| | Ascertain that grant revenues and expenditures charged to grant programs are valid and complete and, if applicable, indirect costs are properly allocated. |
| **Manager, Senior and Staff** | Ascertain that grants are administered and grant revenues and expenditures are recorded in accordance with grant provisions and related laws and regulations. |
| | Ascertain that grant-related amounts are properly presented and related disclosures concerning restrictions and compliance are adequate. |
| **Wrap-up and Reporting** | |
| **General** | Coordinate review of the Management's for inclusion in the report of findings with the City of South Bay / Financial Services Department |
| | Complete the Entity Wide controls checklists. |
| | Review status of prior-year audit recommendations and ascertain whether they were appropriately resolved. |
| **Partner, Manager, Senior** | Provide current-year audit findings and recommendations for improvement related to the internal control, accounting, accounting systems, and compliance with policies and procedures. |
| | Prepare preliminary drafts of internal audit reports and meet with management to review drafts prior to issuance. |
| | Schedule and attend final meeting with management to finalize all finding / reporting matters. |
| | Present Report of Findings to management/The City of South Bay. |

## Audit Approach - Proposed Schedule and Work Plan

Team HCT will mutually agree on a time schedule to be developed for the audit of each fiscal year. The schedule shall include dates for completing each of the following steps by the auditors, no later than the agreed upon date for each year of the audit; the following shall be completed by the auditor no later than the indicated dates:

**June:** **<u>Preliminary Entrance Meeting (before June 30th 2024)</u>**

A preliminary entrance meeting will be held with key Budget and Finance Department personnel prior to beginning interim/information system control procedures. Auditors will communicate with the City of South Bay to obtain an understanding of any particular areas of concern or high risk for purposes of planning analysis to be performed.

**August:** **<u>Interim and Information System Control Testing</u>**

All interim testing, including evaluation and testing of Financial and Information Systems will be completed in August/September of the fiscal year audited.

**September/October:** **<u>Progress Meeting(s)</u>**

Progress meeting with key finance/budget personnel to discuss results of control testing and planned substantive testing.

**January:** **<u>Audit Plans</u> / <u>Inventory</u>**

The auditor shall perform inventory testing at all needed locations. We will also provide a detailed audit plan and a list of all schedules to be prepared by the finance/budget department by the end of July for each year.

**March:** **<u>Entrance Conference</u>**

An entrance conference will be held with the key the City of South Bay personnel. Further, formal progress meetings will be scheduled throughout the engagement as needed or requested by the City of South Bay and both a preliminary and final exit conference will be scheduled prior to the issuance of the reports.

**March:** **Substantive Fieldwork**

HCT will begin all substantive fieldwork, including creation and finalization of required supplemental schedules

**April:** **Completion of Fieldwork**

HCT will complete all substantive fieldwork by April

**April:** **Exit Conference**

An exit conference will be held with the key the City of South Bay personnel and the Director of Financial Services or her designee before the issuance of the auditor reports.

**May:** **Management Letter and Audit Report in Draft Form**

HCT will complete all Management letter comments and the audit report in draft format to personnel for review and discussion. We believe this step add more efficiency to the audit reporting phase as it reduces "surprises" to the client.

**May:** **Draft Audit report for Financial Statements**

Submit to the final draft audit report with the financial statements.

**May:** **Issuance of the City's Comprehensive Annual Financial Report (CAFR)**

HCT will assist in the finalization of the Annual Report that will include an opinion of the report that will be in conformance of the principals and standards for public financial reporting according to the Government Finance Officers Association Certification program (GFOA).

**May:** **Issuance of Reports and Financial Statement Attestation**

HCT will set a goal of May 30th for issuance of final reports and opinions but will provide no later than the first week of March for the previous year's fiscal year end.

Pursuant to the RFP, any changes to the scheduled audit dates must be provided in writing to the Director of Financial Services at least one week prior to the scheduled due date.

## Audit Approach - Extent and Use of EDP Software

Information management has become a vital process in both public and private entities. Although the systems used to gather, sort and distribute information are becoming more sophisticated, the chance of system malfunction is also rising, a risk that could have major ramifications. Due to the significance of this risk, members of the engagement team have System-Data Risk Management experience. Our I.T. auditor will evaluate the electronic data processing general controls within the computer environment as specifically related to the information flows and will advise the other engagement team members as to how the EDP system affects the planned audit procedures.

In addition, our audit software will be used to analyze data for integrity in input, processing and output, and interfacing. We use complementary tools for results comparison when necessary. HCT's information technology auditors perform data analysis to verify the accuracy of client data, whether text or numerical. They manipulate client data to create randomly generated samples so they can identify potential errors and minimize risk. We have staff with experienced data mining skills including the use of complex data mining software such as ACL and IDEA.

IT Audit is the process of collecting and evaluating evidence to determine whether a computer system has been designed to maintain data integrity and the safeguarding of technological assets, which allows organizational goals to be achieved effectively through the use of efficient resource management. Data integrity relates to the accuracy and completeness of information as well as to its validity in accordance with the norms. An organization's information system should do the procedural legwork so that the client can focus on the interpretation and reporting of results. HCT believes that the evaluation and assessment of our client's technological environment is a keystone for the audit process.

HCT utilizes auditing software and paperless working paper documentation and up-to-date technology to ensure the most efficient and effective performance of the audit engagement and to offer the best service for the City of South Bay. This includes sophisticated trial balance software which groups the City of South Bay trial balance. These numbers are then transferred into templates in excel through an integrated formula and inserted into a word document to create a seamless financial statement report.

HCT will perform walkthroughs for all key areas of controls based upon source documentation selection. Additionally, we will interview heads of departments to gain an understanding for all of the areas of the City that receive and disburse cash, including payroll. We have an internal control and compliance specialist on staff that will perform these tests for the City. Once HCT has documented its understanding of all key controls, we will perform a final assessment of Control Risk based on results of test work.

## Type and extent of analytical procedures to be used in the engagement.

Analytical procedures are an important part of the audit process and consist of evaluations of financial information made by a study of plausible relationships among both financial and nonfinancial data. Analytical procedures range from simple comparisons to the use of complex models involving many relationships and elements of data. A basic premise underlying the application of analytical procedures is that plausible relationships among data may reasonably be expected to exist and continue in the absence of known conditions to the contrary. Particular conditions that can cause variations in these relationships include, for example, specific unusual transactions or events, accounting changes, business changes, random fluctuations, or misstatements.

Analytical Procedures in Planning the Audit

The purpose of applying analytical procedures in planning the audit is to assist in planning the nature, timing, and extent of auditing procedures that will be used to obtain evidential matter for specific account balances or classes of transactions. To accomplish this, HCT uses analytical procedures used in planning the audit should focus on (*a*) enhancing the auditor's understanding of the client's business and the transactions and events that have occurred since the last audit date, and (*b*) identifying areas that may represent specific risks relevant to the audit. Thus, the objective of the procedures is to identify such things as the existence of unusual transactions and events, and amounts, ratios and trends that might indicate matters that have financial statement and audit planning ramifications.

HCT employs analytical procedures in planning the audit and generally uses data aggregated at a high level. Furthermore, the sophistication, extent and timing of the procedures, which are based on the auditor's judgment, may vary widely depending on the size and complexity of the client. For some entities, the procedures may consist of reviewing changes in account balances from the prior to the current year using the general ledger or the auditor's preliminary or unadjusted working trial balance. In contrast, for other entities, the procedures might involve an extensive analysis of quarterly financial statements. In both cases, the analytical procedures, combined with the auditor's knowledge of the business, serve as a basis for additional inquiries and effective planning.

Although analytical procedures used in planning the audit often use only financial data, sometimes relevant nonfinancial information is considered as well. For example, number of employees, square footage of selling space, volume of goods produced, and similar information may contribute to accomplishing the purpose of the procedures.

Analytical Procedures Used as Substantive Test

Our reliance on substantive tests to achieve an audit objective related to a particular assertion may be derived from tests of details, from analytical procedures, or from a combination of both.

The decision about which procedure or procedures to use to achieve a particular audit objective is based on the auditor's judgment on the expected effectiveness and efficiency of the available procedures.

The auditor considers the level of assurance, if any, he wants from substantive testing for a particular audit objective and decides, among other things, which procedure, or combination of procedures, can provide that level of assurance. For some assertions, analytical procedures are effective in providing the appropriate level of assurance. For other assertions, however, analytical procedures may not be as effective or efficient as tests of details in providing the desired level of assurance.

The expected effectiveness and efficiency of an analytical procedure in identifying potential misstatements depends on, among other things, (*a*) the nature of the assertion,
(*b*) the plausibility and predictability of the relationship, (*c*) the availability and reliability of the data used to develop the expectation, and (*d*) the precision of the expectation.

Analytical Procedures Used in the Overall Review

The objective of analytical procedures used in the overall review stage of the audit is to assist the auditor in assessing the conclusions reached and in the evaluation of the overall financial statement presentation. A wide variety of analytical procedures may be useful for this purpose. The overall review would generally include reading the financial statements and notes and considering (*a*) the adequacy of evidence gathered in response to unusual or unexpected balances identified in planning the audit or in the course of the audit and (*b*) unusual or unexpected balances or relationships that were not previously identified. Results of an overall review may indicate that additional evidence may be needed.

## Approach to be taken to gain and document an understanding of the City of South Bay's internal control structure.

The first step in performing the audit will be the preliminary evaluation of the computer systems covering:

1. How the computer function is organized
2. Use of computer hardware and software
3. Applications processed by the computer and their relative significance and
4. Methods and procedures for implementation of new applications or revision to existing applications

In the course of preliminary evaluation of the internal environment, Team HCT will ascertain the level of control awareness in the City of South Bay and existence (or non- existence) of control standards.

The preliminary evaluation will identify potential key controls and any serious key control weaknesses. For each control objective, auditors will determine whether or not the

objective has been achieved; if not, we will assess the significance and risks involved with due to control deficiencies. After completing the preliminary evaluation of the computer systems, HCT will determine the appropriate audit approach for specific task order.

### Audit Approach - Laws and Regulations

HCT's approach in determining laws and regulations that will be subject to audit test work involves research of applicable State and Federal Statutes, local ordinances, the Auditor General, etc. We monitor new laws and maintain up-to-date training to ensure we have timely knowledge of any changes that affect our industry or our clients. Information is obtained through examination of the law/ordinance creating the municipality. We interview the City of South Bay's management and contact our associates at the Auditor General and, if necessary, Federal contacts (such as cognizant agents or grantor agencies). We also review minutes, prior to leaving the field, to ensure we have complete understanding of any new Board of Director mandates or ordinances. We examine the entities' policies and procedures to determine compliance with applicable laws and regulations. And, finally, before leaving the field or opining on compliance, we obtain attorney confirmation letters to substantiate any contingent liabilities that may arise due to pending litigation as well as perform a search for related party transactions.

When determining which laws and regulations will be subject to analysis, we assess both the qualitative as well as the quantitative risks of non-compliance in consideration of external parties and/or public perception. For example, while we have always obtained related party confirmations from Commission members and upper management, we have recently lowered our materiality scope to analyze all possible instances of noncompliance. Because of the current climate related to the Commission and senior management in Florida, an organization does not incur a material instance of related party noncompliance for the City and the general perception can be adverse. As a part of our engagement, we will evaluate the City of South Bay's policies and procedures for identifying and disclosing potential related party transactions and assess the risk related to potential noncompliance.

**Audit Approach – Uniform Guidance**

The U.S. Office of Management and Budget (OMB) is consolidating eight of its existing circulars into one document. This document, titled ***2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards***, commonly referred to as the ***Uniform Guidance***.
HCT has pulled together a number of reference materials and tools for our auditors to use in performing the ***Uniform Guidance compliance test*** and how it will impact your agency and the federal grants the City receives and administers. The ***Uniform Guidance*** is a substantial document, and currently is available only online at the e-CFR (electronic Code of Federal Regulations) website.

**Identification of Anticipated Potential Audit Problems - The Proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of South Bay.**

HCT is in the business of auditing governmental entities. This is what we do. We have the knowledge and the experience to resolve any potential problems that could occur during the audit engagement. HCT believes in good communication. We have the staff as well as the expertise to meet all of the City of South Bay's requirements. So long as there is open communication between management and our staff, we will be able to identify and anticipate any significant problems before they occur.

**Availability - Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.**

The firm members are available, within 8 hours of notice, for telephone conference calls, and we are able to be on site within 24 hours, or less, if needed.

# KEY PERSONNEL AND OPERATIONS INFORMATION

HCT
Certified Public
Accountants & Consultants

## Key Personnel and Operations Information

**HCT Certified Public Accountants and Consultants, LLC**

### ORGANIZATIONAL CHART

**Roderick Harvey CPA, CVA**
Managing Partner

**Eryca Harvey-Green**
Director of Adminstration

**Warren Hill, CPA**
Audit Director/ QC Reviewer

**Rachel Johnson**
Director of Recruiting

**Renetta Dillard**
Sr Executive Administrator

**Javier Candiotti**
Audit Manager

**Wendell Locke**
Director of Compliance

**Thomas Williams III**
Sr Lead Auditor

**Leo Navarrete**
Supervising Sr Auditor

**Maria Arroyave-Rivera**
Senior Auditor

**Chaitanya Sai Nallamothu**
Staff Auditor

Roderick Harvey, CPA, CVA will be the Primary Engagement Partner responsible for coordinating all segments of the engagement. He will serve as the primary point of contact and responsible for all audit deliverables. The auditor assigned to be in-charge for the project will be available on site 95-99% of the time!

| Name & Title | Area of Responsibility | Years Governmental/NPO | Years of Audit Experience |
|---|---|---|---|
| Roderick Harvey, CPA, CVA<br>Licensed CPA in Florida | Managing Partner | 25 Years | 25 Years |
| Warren Hill, CPA<br>Licensed CPA in Florida | Audit Director | 20 Years | 20 Years |
| Javier Candiotti | Audit Manager | 30 Years | 30 Years |
| Thomas Williams III | Senior Lead Auditor | 20 Years | 20 Years |
| Leo Navarrete | Supervising Senior Auditor | 16 Years | 16 Years |
| Maria Arroyave-Rivera, CPA | Senior Auditor | 9 Years | 9 Years |
| Chaitanya Sai Nallamothu | Staff Auditor | 7 Years | 7 Years |

Roderick Harvey, CPA, CVA will be the Primary Engagement Partner responsible for coordinating all segments of the engagement. He will serve as the primary point of contact and responsible for all audit deliverables. The auditor assigned to be in-charge for the project will be available on site 95-99% of the time! He can be contacted by phone +1 954 966 4435, fax # +1 954 962 7747 and e-mail rharvey@hct-cpa.com.

The proposed engagement team is well qualified to provide quality, timely, and personalized services to you. The following provides a snapshot of the key personnel who will be involved on The City of Riviera Beach' audit and over the term of the agreement.

HCT provides this affirmative statement that the Managing Partner is properly licensed to practice in Florida. The Managing Partner Roderick Harvey CA, CVA does hold an active license in the State of Florida # AC0030015

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF ACCOUNTANCY**

**THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES**

**HARVEY, RODERICK A**

**19030 N W 54TH AVENUE**
**MIAMI FL 33055**

**LICENSE NUMBER: AC0030015**

**EXPIRATION DATE: DECEMBER 31, 2025**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/12/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

FICPA
Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs

AICPA Peer Review Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

May 18, 2023

Roderick Harvey
HCT of South Florida
3816 HOLLYWOOD BLVD STE 203
HOLLYWOOD, FL 33021-6750

Dear Roderick Harvey:

It is my pleasure to notify you that on May 17, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: A Infante

Firm Number: 900010150463 Review Number: 597713

119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

- 24 years HCT Certified Public Accountants and Consultants
- KPMG
- Peat Marwick

## Education

**Master, Accounting**
University of Texas

**B.A. Accounting**
Florida State University

**A.A. business Administration**
Broward College

## Professional Organizations

- American institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants
- National Association of Certification of Valuation Analysts
- Government Finance Officers Associations

HCT

# Roderick Harvey, CPA, CVA
## Managing Partner

### Summary

Over 25 years' experience in public accounting, governments, and nonprofit organizations primarily in the areas of management consulting, auditing and attestation services. Roderick is the managing partner of HCT Certified Public Accountants and Consultants, LLC. He has attended numerous seminars and courses related to accounting, auditing, management, financial reporting and taxation. These courses include accounting and reporting for not-for-profit organization, governmental agencies and the federal and Florida Single Audit Act. Roderick has worked with multiple municipalities and government agencies in planning for and implementing GASB-67, GASB-68 Accounting and Financial Reporting for Pensions

- Experience with over 170 municipalities, authorities and districts
- Conforms to Yellow Book CPE requirements

### Project Duties

**Consult with nonprofit, governmental, and business entities regarding regulatory compliance, tax compliance, internal controls, accounting systems, financial reporting, and best practices.**

- Partner-in-charge
- File Reviewer
- Management Approver
- Leading and planning engagements at a high level, including engagements performed under GAAS, Government Auditing Standards (Yellow Book), and OMB A-133 Single Audit requirements.
- Providing timely, high quality client service that meets or exceeds client expectations.
- Ability to work within budgetary and time constraints while providing a high-level of client satisfaction.
- Providing appropriate and timely performance feedback to those supervised.
- Attracting, developing, and retaining top talent.
- Ensuring that all deliverables and related reports and findings are prepared with an eye on quality, thoroughness, and accuracy.
- Keeping lines of communication open with staff and clients.
- Keeping abreast of latest developments as they affect GAAP and the Firm's standards and policies.
- Ensuring professional development through ongoing education and obtaining additional certifications as appropriate.
- Anticipating and addressing client concerns.
- Increasing level and types of services to clients.
- Promoting new ideas and business solutions that result in extended services to existing clients.

- HCT Certified Public Accountants and Consultants
- KPMG
- Trice Center
- Becker CPA

## Education

**BA Accounting**
Florida Atlantic University

**AS Miami Dade College**
Florida Atlantic University

## Professional Organizations

- CPA - Certified Public Accountant
- AICPA/FICPA
- CPA Firm Peer Reviewer

HCT

# Warren Hill,CPA

## Audit Director

### Summary

Warren Hill is a certified public accountant, registered in the state of Florida. Prior to opening private practice, Warren worked at KPMG, LLP. He also held Executive and Management positions such as Director of Finance, Controller and Chief Financial Officer at various commercial and non-profit companies. Over 25 years accounting experience.

- Conforms to Yellow Book CPE requirements

### Skills and Project Duties

**Software:** Microsoft Office (Excel, Word, Outlook, PowerPoint), ProSystem Fx Engagement, Creative Solutions (CS Accounting and Engagement), QuickBooks (Pro, Premier, and Enterprise), Sage/Peachtree (various versions), SAP Software, Idea Data Analysis Software, Adobe Acrobat , Thomson Reuters PPC Practice Aids, Checkpoint Tools and PPC Smart Aids, Various proprietary full cycle ERP and accounting programs

**Services**

- Financial Statements
- Internal Audits
- Compliance Review
- Financial/Performance Audits

**Industries**

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

HCT

- HCT Certified Public Accountants and Consultants
- Ernst & Younk
- Citibank
- USAA Bank
- KPMG
- Deloitte

## Education

**Forensic Accounting and Fraud Diploma**
U.S. Certified Fraud Examiner (CFE)

**B.S. Accounting, Public Accountant**
San Marcos University

## Professional Organizations

- U.S. Association of Certified Fraud Examiner (ACFE)
- U.S. American Institute of Internal Auditors (IIA)

# Javier Candiotti

## Audit Manager

## Summary

Mr. Candiotti is a highly accomplished and well-rounded Senior Audit Executive with extensive experience in Internal Audit, Financial Audit and Assurance; Governance, Risk & Compliance (GRC) including Bank Regulatory Risk Compliance frameworks. Transformed Internal Control Systems and GRC's frameworks through effective risks assessments. Experienced leading global diverse and multidisciplinary teams. Proposed strategic value-added solutions to the Board, Audit Committees and Senior Leadership while building trust and confidence. He also held executive and management positions such as Director of Finance, CFO, and Internal Audit Director at various worldwide organizations.

- Member - FICPA - Section membership of state and local governments
- Conforms to Yellow Book CPE requirements

## Skills and Project Duties

**Software:** MS Office Professional, QuickBooks, Share Paint, SAP, Lacrete Tax, Caseware Working Papers and Oracle ERP

**Services**

- Financial Statements
- Internal Audits
- Compliance Review
- Financial/Performance Audits

**Industries**

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

## Experience

- HCT Certified Public Accountants and Consultants
- Broward Art Guild
- Realogy Franchise Group
- Systemax Inc.
- Emerson Electric

## Education

**B.A. Accounting**
Florida International University

HCT

# Leo Navarete

## Supervising Senior Auditor

### Summary

Leo Navarrete is a United States Air Force Veteran with 10 years of experience in conducting both SOX internal controls and operational audits at multi-national business organizations. A team player with a strong focus on details. Fluent in Portuguese, Spanish and conversational French.

- Conforms to Yellow Book CPE requirements

### Skills and Project Duties

**Software:** Microsoft Office (Excel, Word, Outlook, PowerPoint), ProSystem Fx Engagement, Creative Solutions (CS Accounting and Engagement), QuickBooks (Pro, Premier, and Enterprise), Sage/Peachtree (various versions), SAP Software, Idea Data Analysis Software, Adobe Acrobat , Thomson Reuters PPC Practice Aids, Checkpoint Tools and PPC Smart Aids, Various proprietary full cycle ERP and accounting programs

**Services**

- Financial Statements
- Internal Audits
- Compliance Review
- Financial/Performance Audits

**Industries**

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

- HCT Certified Public Accountants and Consultants
- BCA Watson Rice LLP

## Education

**B.A. Business Management - Accounting**
Morehouse College

## Professional Organizations

- Florida Institute of Certified Public Accountants

HCT

# Thomas H. Williams III

Lead Senior Auditor

## Summary

Mr. Williams has more than 15 years of professional and accounting experience and has been with the firm since 2015. He has performed governmental professional audits for many years and is familiar with Uniform Guidance as well as the Florida compliance and management. Thomas has extensive experience in with the adoption of new GASB Standards and the most recent Standards. He has advanced excel analysis skills and is able to utilize these skills during the professional CPA engagement to facilitate detailed testing of transactions. He is a proven and highly capable lead professional CPA or with excellent interpersonal skills and a hands-on approach which ensures that the HCT professional CPA team will work efficiently and seamlessly with the engagement's finance department.

- Member - FICPA - Section membership of state and local governments
- Conforms to Yellow Book CPE requirements

## Skills and Project Duties

**Software:** MS Office Professional, QuickBooks, Lacrete Tax, Caseware Working Papers and Creative Solutions Accounting

**Services**

- Financial Statements
- Internal Audits
- Compliance Review
- Financial/Performance Audits

**Industries**

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

HCT

# Maria Arroyave-Rivera, CPA

## Senior Auditor

## Summary

Ms. Arroyave is a Versatile, high-impacted, experienced Sr. Level Financial Auditor, Compliance & Accounting Lead with diverse experience in technical accounting, financial reporting, audit plans/methodology, internal controls, compliance, and risk assessment/management. Subject Matter Expert (SME) for auditing and accounting, specifically US GAAP, and SOX rules/regulations. Experience includes Big Four audit consulting and public and private accounting. Key member of the leadership team, working closely with stakeholders and highly involved in future business direction.

- Bilingual: Fluent English and Spanish
- Conforms to Yellow Book CPE requirements

## Skills and Project Duties

**Software:** Thomson Reuters AdvanceFlow and PPC Practice Aids Workiva; ProSystem; Oracle GL; Teammate; Archer; Workspace; BlackLine Systems; Lotus Notes; Google docs; GofileRoom; Power Pivot; Visio; SharePoint; Microsoft Office Suite (Excel, Word, Outlook, PowerPoint, Visio, SharePoint). Working knowledge of various ERPs and data integration platforms BaaN; GE Centricity; System Assistance Processor (SAP); AS/400; Embillz; QuickBooks; SharePoint; Salesforce; EDW Data Warehouse; Reval; Electronic Billing Center (EBC); Visiquate; Fraud Monitoring Tool.

**Services**

- Financial Statements
- Internal Audits
- Compliance Review
- Financial/Performance Audits

**Industries**

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

## Experience

- HCT Certified Public Accountants and Consultants
- Envision Healthcare
- Willis Lease Finance Corporation
- First Data Corp
- Price Waterhouse Coopers (PWC)

## Education

**B.S. in Accounting & Business Administration**
**Minor in Economics**
Florida International University (FIU)

## Professional Affiliation

- **Florida Institute of Certified Public Accountants**
- **Association of Latino Professionals For America (Alpfa) Miami Chapter**

HCT

# Chaitanya Sai Nallamothu

## Staff Auditor

### Summary

Mr. Nallamothu is an accomplished professional with over 7 years of experience in Audits, Internal Control, MIS, and Team Management, coupled with a Master's in Accountancy with Business Analytics. Proven track record of delivering results in dynamic environments, committed to continuous learning and innovative problem-solving.

- Conforms to Yellow Book CPE requirements

### Skills and Project Duties

**Software:** Microsoft Office (Excel, Word, Outlook, PowerPoint), QuickBooks (Online & Desktop), Power BI, Microsoft Power Automate, ADONIS (Business Transformation Suite), SAP Software, Adobe Acrobat, Various proprietary full cycle ERP and accounting programs

**Services**

- Financial Statements
- Internal Audits
- Compliance Review
- Financial/Performance Audits

**Industries**

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

### Experience

- HCT Certified Public Accountants and Consultants
- Openplay Technologies Private Limited
- TBR Infra Private Limited
- Bhanu Murli & Co

### Education

**Master of Accountancy**
**Post Graduate Certificate in International Accounting & Analytics**
Weatherhead School of Management

# PRICE PROPOSAL INFORMATION

## Price Proposal Information

PRICE AND FEE STRUCTURE

**HCT Certified Public Accountants and Consultants, LLC**
**Price and Fee Structure for Financial Auditing Services**

**Maximum Number of Professional Hours by Staff Classification / Audit Cost Calculations**

| Level of Professional | Estimated Maximum No. of Hours | Standard Hourly Rates | Qouted Hourly Rates | Qualifications | Responsibilities | TOTAL |
|---|---|---|---|---|---|---|
| Managing Partner | 8 | $ 225 | $ 225 | CPA, CVA | PL/RPT | $ 1,800 |
| Senior Audit Manager | 16 | 175 | 215 | CPA | PL/RPT | $ 2,800 |
| Supervisor/Senior Auditor | 24 | 150 | 135 | MBA | FW | $ 3,600 |
| Audit / Other Staff | 150 | 135 | 125 | MBA | FW/RPT | $ 20,250 |
| Administrative | - | | | | RPT | |
| | 198 | | | | | $ 28,450 |

Total Hours for Audit - *Rounded*: 200 *

Proposed Audit Fee FYE 2024 Prior to Discount: $ 28,450

* HCT agrees to perform additional services at a same rates as noted above in accordance with the RFP.

**Proposed Not to Exceed Annual Fees for Financial Statement Audit and Single Audit (If Required)**

| Fiscal Year Ended, | Not to Exceed Fixed Annual Fee per Year Without Single Audit (Discounted & Rounded)*** |
|---|---|
| September 30, 2024 | $ 28,000 |
| September 30, 2025 | $ 28,250 |
| September 30, 2026 | $ 28,500 |
| September 30, 2027 | $ 29,000 |
| September 30, 2028 | $ 29,000 |
| TOTAL CONTRACT for 5 Year Period | $ 142,750 |

**If required the uniform guidance audit will be $8,250.00.

** Fiscal Years September 30, 2024 through 2028 are calculated based on an annual increase no greater than 2%

*** Proposed not to exceed amount is rounded after discount of 10%

**Cost Proposal Comments / Considerations**

1 HCT expects minimal out-of-cost expenses separate from the proposed fees for professional services. All Auditors are local, therefore HCT will incur no travel related costs. Direct engagement related expenses will include only CAFR printing/publication and delivery costs, which are considered de minimis.

2 Anticipated and not to exceed expenses to be billed to the Trust are equal to zero dollars ($ - 0 - ).

3 Monthly progress billings are acceptable anticipated terms of payment for the Firm. Invoices shall show total professional hours for the engagement, with rates and extensions. As stated, HCT will not incur travel expenses.

*Submitted by:*

HCT

Roderick A. Harvey, CPA, CVA
Managing Partner

29-Mar-24

# REQUIRED FORMS

ORIGINAL

## REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

7.1 Acknowledgement of Addenda

7.2 Drug Free Workplace Program

7.3 Solicitation, Giving, and Acceptance of Gifts Policy

7.4 Indemnification Clause

7.5 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes

7.6 Anti-Kickback Affidavit

7.7 Proposer Questionnaire

Received

City of South Bay RFP

CJC

ORIGINAL

## 7.1 ACKNOWLEDGEMENT OF ADDENDA

**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

**PART I:**
LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

**Addendum #1, Dated** ____________________

**Addendum #2, Dated** ____________________

**Addendum #3, Dated** ____________________

**Addendum #4, Dated** ____________________

**Addendum #5, Dated** ____________________

**PART II:**

____________ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.**

Firm's Name: HCT Certified Public Accountants and Consultants LLC

Authorized Signature: ____________ Date: 02/21/2025

Printed Name: Roderick Harvey, CPA, CVA

Title: Managing Partner

ORIGINAL

## 7.2 DRUG-FREE WORKPLACE PROGRAM

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm's Name: HCT Certified Public Accountants and Consultants, LLC

Authorizes Signature: ______________________ Date: 02/21/2025

Printed Name: Roderick Harvey

## 7.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

City of South Bay prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services, Forgiveness of indebtedness,
Transportation, lodging, or parking, Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities, Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Firm's Name: HCT Certified Public Accountants and Consultants, LLC

Signature: ______________ Date: 02/21/2025

Printed Name: Roderick Harvey, CPA, CVA

**Failure to sign this page may render your bid non-responsive.**

ORIGINAL

## 7.4 INDEMNIFICATION CLAUSE

The Consultant shall indemnify, defend and hold harmless the City Commission, City of South Bay and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the Consultant's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2)is caused in whole or in part by any breach or default by Consultant or negligent act or omission of the Consultant, any Sub consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Firm's Name: HCT Certified Accountants and Consultants, LLC

Signature: [signature] Date: 02/21/2025

STATE OF FLORIDA COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Roderick Harvey who, after first being sworn by me, affixed his/her
[name of individual signing]

signature in the space provided above on this 26 day of Feb, 20 25

[signature]
NOTARY PUBLIC

JANICE GONZALEZ
Notary Public - State of Florida
Commission # HH 355518
My Comm. Expires Jan 29, 2027
Bonded through National Notary Assn.

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ORIGINAL

## 7.5 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of South Bay, Florida,

By: Roderick Harvey CPA, CVA / Managing Partner
*(print individual's name and title)*

For: HCT Certified Public Accountants and Consultants, LLC.
*(print name of entity submitting sworn statement)*

whose business address is: 3816 Hollywood Blvd, Suite 203, Hollywood, FL 33021

and (if applicable) its Federal Employer Identification Number(FEIN) is: 65-0984330
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement* ---------------- ____________).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in

Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_______________________________________
*Signature*

Sworn to and subscribed before me this 26 day Feb, 20 25

Personally known ✓ OR Produced the following

identification______________________

Notary Public – State of Florida

JANICE GONZALEZ
Notary Public - State of Florida
Commission # HH 355518
My Comm. Expires Jan 29, 2027
Bonded through National Notary Assn.

Janice Gonzalez
NOTARY PUBLIC

Janice Gonzalez
(Printed Name)

My commission expires: 1/29/27

ORIGINAL

## 7.6 ANTI-KICKBACK AFFIDAVIT

ORIGINAL

STATE OF FLORIDA }
} SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of City of South Bay, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an Officer of the Corporation.

By: Roderick Harvey, CPA, CVA

Signature: 

Title: Managing Partner

Sworn to and subscribed before me this 26 day Feb, 20 25

Personally known ✓ OR Produced the following

identification

Notary Public – State of Florida

JANICE GONZALEZ
Notary Public - State of Florida
Commission # HH 355518
My Comm. Expires Jan 29, 2027
Bonded through National Notary Assn.

Janice Gonzalez
NOTARY PUBLIC

Janice Gonzalez
(Printed Name)

My commission expires: 1/29/27

City of South Bay Response Form

ORIGINAL

## QUESTIONNAIRE

The completed Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Firm being deemed non-responsive.

If a response requires additional information, the firm should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Firm's business and operations.

1. Legal Business Name: HCT Certified Public Accountants and Consultants, LLC
2. Doing Business as / Fictitious Name: (if applicable): N/A
3. Federal Employer I.D. No.(FEIN): 65-0984330
4. Website address: (if applicable): ______
5. Principal place of business address: 3816 Hollywood Blvd, Suite 203, Hollywood FL 33021
6. Office location responsible for this project: 3816 Hollywood Blvd,Suite 203 Hollywood FL 33021

   Telephone No.: 954-966-4435

7. Type of business *(check appropriate box):*

   - [ ] Corporation (specify the State of Incorporation): ______
   - [ ] Sole Proprietor
   - [x] Limited Liability Company (LLC)
   - [ ] Limited Partnership
   - [ ] General Partnership (State and County filled in) ______
   - [ ] Other – Specify: ______

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

   Name: Roderick Harvey, CPA, CVA

   Title: Managing Partner

   E-mail: rharvey@hct-cpa.com

   Telephone No. 954-966-4435

Name: Roderick Harvey, CPA, CVA

Title: Managing Partner

E-mail: rharvey@hct-cpa.com

Telephone No. 954-966-4435

9. List name and title of each principal, owner, officer, and major shareholder:

   a) ______

   b) ______

   c) ______

10. Affiliated Entities of the Principal(s):

    List the names and addresses of "affiliated entities" of the Firm's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Consultant with the City. Affiliated entities of the principal(s) are those entities related to the Firm by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

    a) ______

    b) ______

    c) ______

*11.* Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes, ☑ No

12. How many years has your firm been in business while providing the services offered within this solicitation? 25 years.

13. Is your firm's business regularly engaged in and routinely providing the services offered within this solicitation?

☑ Yes, ☐ No

*14.* Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes, ☑ No

*15.* Are your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

☐ Yes, ☑ No

ORIGINAL

16. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes, ☑ No

17. Non-Collusion Certification: Firm shall disclose, to their best knowledge, any City of South Bay officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statues who is an officer or director of, or has a material interest in, the Firm's business, who is in a position to influence this procurement. Any City of South Bay officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Firm to disclose any relationship described herein shall be reason for debarment *(check one).*

☑ Firm certifies that this offer is made independently and free from collusion;

or

☐ Firm is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Firm must include a list of name(s), and relationship(s) with its submittal.*

18. Participation in Solicitation Development *(check one):*

☑ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of City of South Bay.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of City of South Bay.

If this box is checked, provide the following: ______________________________

Name of Person the information was provided: Roderick Harvey, CPA, CVA

Title: Managing Partner

Date Information provided: 02/21/2025

For what purpose was the information provided? ______________________________

ORIGINAL

# MEETING SIGN-IN SHEET

| | | | |
|---|---|---|---|
| **Project:** AUDITOR SELECTION MEETING | | **Meeting Date:** | 3/11/25 |
| **Facilitator:** Esther E. Berry | | **Place/Room:** | City Chamber |

| Name | Title | Department | Signature | | |
|---|---|---|---|---|---|
| Betty Barnard | Resident | | Betty B | | |
| Bernadese Luce | Resident | | Bernadese Luce | | |
| Esther E. Berry | Chair | Commissioner Committee | Esther E. Berry | | |
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Page 1 of 1

3/11/2025

# City of South Bay

## Scoring Sheet RFP # 2025-01

## Audit Service

| | Firm Name | Governmental Experience (30) | Personnel (25) | Compliance with Proposal Requirement (5) | Price Proposal (20) | Financial Stability and Reference (10) | Local Preference Palm Beach County (5) | Local Preference Glades Area (5) | Total Points |
|---|---|---|---|---|---|---|---|---|---|
| 1 | HCI | 30 | 25 | 5 | 20 | 10 | 5 | 3 | 98 |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |

Evaluator: Esther E Berry

Recommendation for audit process/questions

~~Suggestion~~

Outcome/performance for each company

Satisfaction SOUS

# City of South Bay

# Scoring Sheet RFP # 2025-01

## Audit Service

| Firm Name | Governmental Experience (30) | Personnel (25) | Compliance with Proposal Requirement (5) | Price Proposal (20) | Financial Stability and Reference (10) | Local Preference Palm Beach County (5) | Local Preference Glades Area (5) | Total Points |
|---|---|---|---|---|---|---|---|---|
| 1 HCT Certified Public Accountants and Consultants LLC | 30 | 25 | 5 | 20 | 10 | 5 | 5 | 100 |
| 2 | | | | | | | | |
| 3 | | | | | | | | |

Evaluator: Betty Barnard

Betty Barnard 3/11/2025

# City of South Bay

## Scoring Sheet RFP # 2025-01

## Audit Service

| | Pg 6-10 | Pg 34-45 | Pg 48 | Pg 47 | Pg 46-47 | Pg 5, 6, 7 | Pg 5-7 | |
|---|---|---|---|---|---|---|---|---|
| | Governmental Experience | Personnel | Compliance with Proposal Requirement | Price Proposal | Financial Stability and Reference | Local Preference Palm Beach County | Local Preference Glades Area | Total Points |
| Firm Name | (30) | (25) | (5) | (20) | (10) | (5) | (5) | |
| 1 HCT | 20 | 15 | 5 | 10 | 5 | 5 | 5 | 65 BF |
| 2 | | | | | | | ? | |
| 3 | | | | | | | | |

Evaluator: Bernadene Fuce 3/11/25

# Summary of Evaluation
# Scoring Sheet RFP # 2025-01
## Audit Service

| | Firm Name | | | |
|---|---|---|---|---|
| Evaluator: | HCT | | | |
| 1 Berry, Esters | 98 | | | |
| 2 Bernard, Betty | 100 | | | |
| 3 Fuce, Bernidense | 65 | | | |
| 4 | | | | |
| 5 | | | | |
| Total Points | 263 | | | |

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



To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date March 28, 2025

Ref. Weekly check register

Enclosed, please find the summary of check register as of March 28, 2025:

General Fund

| | |
|---|---|
| • Utility: | |
| Comcast | $ 1,213.36 |
| Verizon | 571.25 |
| • FL Blue | 10,553.35 |
| • FL Municipal Ins | 54,799.00 |
| • Norris-Weeks PA | 21,223.16 |
| • Andre Hamilton | 2,750.00 |
| • PBC Sheriff | 20,385.58 |
| • Purchased of supplies, materials and parts | 2,006.42 |
| • Payment for various services | 3,121.94 |
| • Payroll Deductions | 5,190.48 |
| • Other | 1,324.18 |
| Total | $ 123,138.72 |

Sanitation Fund

| | |
|---|---|
| Waste Management | $ 19,388.02 |

The expense classifications are reported in general ledger

# AP Check Register Report

City Of South Bay (CSBFND)

**3/14/2025 10:21:37 AM** **Page 1**

| Check Number | Vendor Number | Vendor Name | Check Date | Check Amount | Classification |
|---|---|---|---|---|---|
| 16842 | 1364 | DREW BEINHAKER, ESQUIRE | 03/14/2025 | 202.90 | |
| 16843 | BELLE GLADE WHOLESA | BIG LAKE SNACK SALES, INC | 03/14/2025 | 13.98 | |
| 16844 | BURNADETTE NORRIS-W | BURNADETTE NORRIS-WEEKS, PA | 03/14/2025 | 21,223.16 | |
| 16845 | EVERGLADES FARM EQU | EVERGLADES EQUIPMENT GROUP | 03/14/2025 | 333.03 | |
| 16846 | FDOT | FDOT | 03/14/2025 | 8.36 | |
| 16847 | HOME DEPOT CREDIT SE | HOME DEPOT CREDIT SERVICES | 03/14/2025 | 289.87 | |
| 16848 | ORIGINAL EQUIPMENT | ORIGINAL EQUIPMENT | 03/14/2025 | 463.66 | |
| 16849 | ROSENWALD ELEMENTAI | ROSENWALD ELEMENTARY | 03/14/2025 | 150.00 | |
| 16850 | VRC | VRC | 03/14/2025 | 979.16 | |
| 16851 | XEROX CORP | XEROX CORPORATION | 03/14/2025 | 285.14 | |

| | |
|---|---|
| **Non-Electronic Transactions:** | 23,949.26 |
| **Total Transactions:** | 23,949.26 |

# AP Check Register Report

City Of South Bay (CSBFND)

3/20/2025 8:03:34 AM



| Check Number | Vendor Number | Vendor Name | Check Date | Check Amount | Classification |
|---|---|---|---|---|---|
| 16852 | PETTY CASH | CITY OF SOUTH BAY-PETTY CASH | 03/19/2025 | 300.00 | |

| | |
|---|---|
| Non-Electronic Transactions: | 300.00 |
| Total Transactions: | 300.00 |

# AP Check Register Report

City Of South Bay (CSBFND)



| Check Number | Vendor Number | Vendor Name | Check Date | Check Amount | Classification |
|---|---|---|---|---|---|
| 16853 | BARBARA KING | BARBARA KING | 03/20/2025 | 417.86 | |
| 16854 | JOE KYLES | JOE KYLES | 03/20/2025 | 203.00 | |

| | |
|---|---|
| Non-Electronic Transactions: | 620.86 |
| Total Transactions: | 620.86 |

# AP Immediate Check Register Report

City Of South Bay (CSBFND)

3/24/2025 1:23:22 PM



| Check Number | Vendor Number | Vendor Name | Check Date | Check Amount | Classification |
|---|---|---|---|---|---|
| 16855 | ANDRE L. HAMILTON | ANDRE L. HAMILTON | 03/24/2025 | 2,750.00 | |
| **Totals:** | | | **Total Transactions:** | | 2,750.00 |

# AP Check Register Report

City Of South Bay (CSBFND)



| Check Number | Vendor Number | Vendor Name | Check Date | Check Amount | Classification |
|---|---|---|---|---|---|
| 16856 | 1143 | PPLSI | 03/27/2025 | 34.90 | |
| 16857 | 1330 | ASSURITY LIFE INSURANCE COMPANY | 03/27/2025 | 831.21 | |
| 16858 | 1394 | FLORIDA BLUE | 03/27/2025 | 10,553.35 | |
| 16859 | AFLAC | AFLAC | 03/27/2025 | 1,647.85 | |
| 16860 | AMERICAN PUBLIC LIFE I | AMERICAN PUBLIC LIFE INSURANCE COMPANY | 03/27/2025 | 1,132.59 | |
| 16861 | COASTAL NETWORK SOL | COASTAL NETWORK SOLUTIONS, LLC | 03/27/2025 | 1,500.00 | |
| 16862 | COLONIAL LIFE PROCES | COLONIAL LIFE | 03/27/2025 | 259.81 | |
| 16863 | EVERGLADES FARM EQU | EVERGLADES EQUIPMENT GROUP | 03/27/2025 | 905.88 | |
| 16864 | FDOT | FDOT | 03/27/2025 | 11.14 | |
| 16865 | FEDERAL EXPRESS | FEDERAL EXPRESS | 03/27/2025 | 107.64 | |
| 16866 | FLORIDA MUNICIPAL IN | FLORIDA MUNICIPAL INSURANCE TRUST | 03/27/2025 | 54,799.00 | |
| 16867 | LIBERTY NATIONAL | LIBERTY NATIONAL | 03/27/2025 | 284.94 | |
| 16868 | MUTUAL OF OMAHA | MUTUAL OF OMAHA | 03/27/2025 | 343.82 | |
| 16869 | PBC SHERIFF'S OFFICE | PALM BEACH COUNTY SHERIFF'S OFFICE | 03/27/2025 | 20,385.58 | |
| 16870 | PBCCMA | PALM BEACH COUNTY CITY MANAGEMENT | 03/27/2025 | 40.00 | |
| 16871 | SEASON TO SEASON, LL( | SEASON TO SEASON PEST MANAGEMENT, LLC | 03/27/2025 | 250.00 | |
| 16872 | SOLSTICE BENEFITS IN | SOLSTICE | 03/27/2025 | 577.78 | |
| 16873 | WASHINGTON NATIONAL | WASHINGTON NATIONAL INS. CO. | 03/27/2025 | 68.50 | |

| | |
|---|---|
| Non-Electronic Transactions: | 93,733.99 |
| Total Transactions: | 93,733.99 |

# AP Check Register Report

City Of South Bay (CSBFND)



| Check Number | Vendor Number | Vendor Name | Check Date | Check Amount | Classification |
|---|---|---|---|---|---|
| 370 | WASTE MANAGEMENT | WASTE MANAGEMENT INC. OF FLORIDA | 03/14/2025 | 13,177.21 | |

| | |
|---|---|
| Non-Electronic Transactions: | 13,177.21 |
| Total Transactions: | 13,177.21 |

# AP Check Register Report

City Of South Bay (CSBFND)

3/26/2025 10:30:23 AM



| Check Number | Vendor Number | Vendor Name | Check Date | Check Amount | Classification |
|---|---|---|---|---|---|
| 371 | WASTE MANAGEMENT | WASTE MANAGEMENT INC. OF FLORIDA | 03/26/2025 | 6,210.81 | |

| | |
|---|---|
| Non-Electronic Transactions: | 6,210.81 |
| Total Transactions: | 6,210.81 |

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



| Check Number | Vendor Number | Vendor Name | Check Date | Check Amount | Classification |
|---|---|---|---|---|---|
| ACH-235289212 | COMCAST BUSINESS | COMCAST | 03/19/2025 | 941.57 | 261585173500 |
| ACH-607000064622 | 1146 | VERIZON CONNECT FLEET USA LLC | 03/19/2025 | 189.50 | v533777 |
| ACH-6108019840 | VERIZON WIRELESS | VERIZON WIRELESS | 03/19/2025 | 381.75 | 3879894785 |
| ACH-8960-325 | COMCAST | COMCAST | 03/19/2025 | 271.79 | 20239111323 |

| | | |
|---|---|---|
| Totals: | Electronic Transactions: | 1,784.61 |
| | Total Transactions: | 1,784.61 |