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 15, 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 Berry**
Commissioner:	**Albert L. Polk**
Commissioner:	**Barbara King**
City Manager:	**Leondrae D. Camel**

City Attorney: **Burnadette Norris-Weeks**

City Clerk: **Vicenta J. Washington**

[JUSTIFY_INDENT]

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 15, 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.** Dog Park Ordinance
- **b.** NW 3rd Avenue – Rolando Alvarez, City Engineer (CAP Engineering)
- **c.** Agenda Items

4. ADJOURNMENT

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER

TUESDAY, APRIL 15, 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. *Laura Miller Goodman,* President, UNICUS Rail and Consulting Services

b. Jack Brewer Foundation Proclamation

c. Verdenia C. Baker 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 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 April 1, 2025

b. Approval of City Commission Meeting Agenda April 15, 2025

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

a. RESOLUTION 15-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SMALL COUNTY OUTREACH PROGRAM STATE-FUNDED GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY FOR DESIGN, CONSTRUCTION, CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES ALONG NW 10TH AVENUE FROM MLK JR. BLVD. TO NW 2ND STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

6.a. State of Florida Department of Transportation State-Funded Grant Agreement

b. RESOLUTION 16-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A UNITED STATES OF AMERICA 20TH CONGRESSIONAL DISTRICT OF FLORIDA COMMUNITY PROJECT FUNDING PROGRAM APPLICATION FOR THE FISCAL YEAR 2026; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.b. Community Project Funding Request Form

c. RESOLUTION 17-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR INDEPENDENT EXTERNAL AUDITING SERVICES, (ATTACHED AS EXHIBIT "A"); AND AN AUDIT ENGAGEMENT LETTER (ATTACHED AS EXHIBIT "B") BETWEEN THE CITY OF SOUTH BAY AND HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

6.c. HCT Certified Public Accountants & Consultants, LLC Agreement

6.c. HCT Audit Engagement Letter

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

10. CITY CLERK REPORT

a. GTAC Meeting Flyer

b. Great American Clean Up, April 26, 2025

c. Crime Prevention Event, May 3, 2025

d. Community Workshops (Flooding & Sea Level Rise Risk Assessment Flyer)

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

City of South Bay
City Commission Meeting
April 15, 2025

City of South Bay
Department of Commerce
Community Planning Technical Assistance Grant

Introduction

- ☑ Florida Commerce Grant Update
- ☑ Overview of Deliverable 3
- ☑ Comprehensive Plan Update

UNICUS CONSULTING

Outreach and Collaboration

- ☑ Consolidated Recent Planning Input
- ☑ Engaged Key Experts Across Agencies
- ☑ Developed Guidance Document

Evaluation and Appraisal of the 1989 Comprehensive Plan

- ☑ Assessed Plan for Compliance and Relevance
- ☑ Recommended Revisions to Goals, Objectives, and Policies
- ☑ Extended Planning Horizon to 2045
- ☑ Evaluation and Appraisal Report

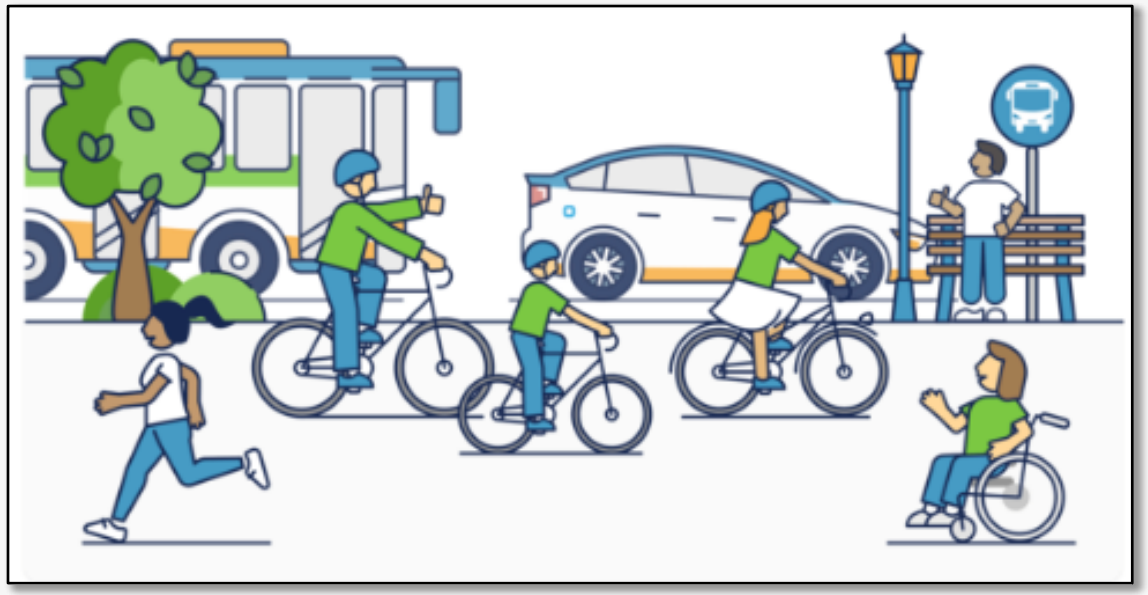
UNICUS CONSULTING

Data and Analysis

- ☑ Collected Updated Data From Trusted Sources
- ☑ Including Population, Infrastructure, Housing, and Community
- ☑ The Data and Analysis is Used to Update Each Plan Element

UNICUS CONSULTING

Draft Recommendations for Plan Update



- ✅ **Built on EAR, Data, and Community Input**
- ✅ **Clear Edits Using ~~Strikethrough~~ and <u>Underline</u> Format**
- ✅ **Addresses Laws, Local Shifts, and Extended Vision**

UNICUS CONSULTING

A Brighter Future for South Bay

- ☑ **Major Milestone in Long-Term Community Planning**
- ☑ **Aligns Future Growth With Community Priorities**
- ☑ **Builds a Strong, Modern Foundation for 2045**

City of South Bay

UNICUS CONSULTING

QUESTIONS?
THANK YOU!

CITY OF SOUTH BAY
CROSS ROADS OF SOUTH FLORIDA

UNICUS
CONSULTING

PROCLAMATION

JACK BREWER FOUNDATION

WHEREAS, *The City of South Bay takes special notice and acknowledges the exceptional service The Jack Brewer Foundation has provided for more than 19 years to citizens of highest potential, and children; and*

WHEREAS, *In 2006, The Jack Brewer Foundation was founded by former three-time NFL team captain Jack Brewer with a driving principle to "Empower from Within", and;*

WHEREAS, *The Jack Brewer Foundation programs include Global Prison Ministry, Disaster and Medical Relief Missions, Global Orphan Care Programs and their nationally recognized American Heroes Fatherhood Initiative (AHFI), and;*

WHEREAS, *The Jack Brewer Foundation has ensured all residents of the City of South Bay, and surrounding areas have access to food distribution of fresh produce, meat, and staple food, and;*

WHEREAS, *To date, The Jack Brewer Foundation has managed delivery of over $80 million in medical aid, safely delivered millions of pounds of food, supports over 35 orphan care centers, facilitates comprehensive rehabilitation programs to criminal justice impacted families, has helped deliver sports equipment to over one million underserved children and actively operates emergency rescue and relief missions around the world, and;*

WHEREAS, *The Jack Brewer Foundation Global Relief Operations focus on providing essential needs to people affected by extreme poverty, war, disease, and natural disaster.*

NOW, THEREFORE, I, Joe Kyles, Mayor of South Bay, do hereby proclaim the month of April as:
The Jack Brewer Foundation Month

PROCLAIMED this 15th Day of April 2025

_____
Joe Kyles, Mayor

ATTESTED BY:

_____
Taranza McKelvin, Vice-Mayor

_____
Vicky Del Bosquez, City Clerk

_____
Esther Berry, Commissioner

_____
Albert L. Polk, Commissioner

_____
Barbara King, Commissioner

PROCLAMATION

WHEREAS, *Florida native and long-time Palm Beach County resident Verdenia C. Baker, Palm Beach County Administrator, commenced her career with Palm Beach County in 1987 when she was hired as a Budget Analyst; and*

WHEREAS, *Verdenia C. Baker rose through the ranks of Palm Beach County government, serving as Impact Fee Coordinator, Director of Financial Management, Assistant County Administrator, and Deputy County Administrator before ascending to the position of County Administrator in September of 2015; and*

WHEREAS, *Verdenia C. Baker made history by becoming the first woman and first Black person to serve as Palm Beach County Administrator; and*

WHEREAS, *during her lengthy tenure, Verdenia C. Baker dedicated herself and her career to improving the quality of life for residents, business owners, and visitors in Palm Beach County, with a particular focus on housing, tourism, and economic development; and*

WHEREAS, *Verdenia C. Baker is held in high regard and is deeply respected and admired not only by her political colleagues but also by leaders and members of national, state, local, professional, and community organizations; and*

WHEREAS, *Verdenia C. Baker has long served as an example and a role model for women in government, using her intelligence and experience to achieve the highest non-elected position in Palm Beach County government; and*

WHEREAS, *the City of South Bay wishes to publicly recognize and honor Verdenia C. Baker for her contributions as a dedicated public official and to congratulate her on her well-earned retirement.*

NOW, THEREFORE, *on behalf of the Citizens and Commission of the City of South Bay, I, Joe Kyles, Mayor of the City of South Bay, do hereby publicly commend Verdenia C. Baker and express our deepest gratitude for the service she has rendered to the City of South Bay and to the entirety of Palm Beach County.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the official Seal of the City of South Bay, Florida to be affixed this 15th day of April, 2025.*

_____

Joe Kyles, Mayor

ATTESTED BY:

_____

Vicky Del Bosquez, City Clerk

CITY OF SOUTH BAY, FL

CITY WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, April 01, 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
Vicenta DelBosquez, City Clerk
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. Agenda Items

4. ADJOURNMENT- 6:46pm
Moved by: Vice-Mayor McKelvin
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL

REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, April 01, 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 April 01, 2025 at 7:00 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
Vicenta DelBosquez, City Clerk
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. 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 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 – March 18, 2025

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

b. Regular City Workshop and City Meeting

Approval of Meeting Agenda – April 01, 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

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

a. RESOLUTION 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

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

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	NO
Commissioner Polk	YES
Commissioner King	YES

b.

c. RESOLUTION 13-2025 (modifications with the language to waive certain fees)
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

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

d. 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

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

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

a. Motion for Discussion Dog Park/Assigned Dog Area or Ordinance

Moved By: Commissioner King

Seconded By: Commissioner Berry

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

b. Commissioner Polk- NW 3rd Avenue

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 9:07 pm

Moved by: Vice-Mayor McKelvin

_____

Joe Kyles, Mayor

ATTESTED BY:

_____

South Bay City Clerk

RESOLUTION 15-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SMALL COUNTY OUTREACH PROGRAM STATE-FUNDED GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY FOR DESIGN, CONSTRUCTION, CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES ALONG NW 10TH AVENUE FROM MLK JR. BLVD. TO NW 2ND STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT"), has created the Small County Outreach Program ("SCOP") pursuant to Section 339.2818, Florida Statutes, for the purpose of offering funding assistance to resurface or reconstruct roadways within small counties and municipalities encompassing rural areas of critical concern; and

WHEREAS, the City of South Bay ("City") has received grant monies from FDOT in a maximum amount of Eight Hundred Thirty-Three Thousand Ninety-Seven Dollars and 00/100 ($833,097.00) through a State-Funded Grant Agreement for Design, Construction, Construction Engineering Inspection (CEI) Services along NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street; and

WHEREAS, the total estimated cost of the project is Two Million One Hundred Eleven Thousand Three Hundred Thirty-Nine Dollars and 00/100 ($2,111,339.00); and

WHEREAS, the scope of work consists of the following: reconstruction of the existing two-lane undivided roadway by replacing the existing base, installing a geogrid system, and placing new asphalt over it. The existing curb and gutter will be replaced to match the modified longitudinal profile and the existing concrete sidewalk replaced to comply with minimum width and cross slope ADA standards; and

WHEREAS, this project will also include driveway and sodding harmonization to compliment the roadway reconstruction. The existing sidewalk will be replaced, and curb

ramps upgraded to comply with ADA minimum standards. Detectable warning surfaces shall be provided at the curb ramp locations. This project will also include upgrading signage and pavement markings to meet MUTCD standards and drainage upgrades as a consequence of the roadway reconstruction; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Small County Outreach Program State-Funded Grant Agreement for Design, Construction, Construction Engineering Inspection (CEI) Services along NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street is in the best interest of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Small County Outreach Program State-Funded Grant Agreement between the Florida Department of Transportation and the City of South Bay for Design, Construction, CEI Services along NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 15th day of April 2025.

_____

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta J. Washington, 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 King	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

STATE-FUNDED GRANT AGREEMENT

FPN: 448101-1-54-02	Fund: SCRC	FLAIR Category: 088862
	Org Code: 55043010404	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:93	Contract No:	Vendor No: F-596-000-429

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and City of South Bay, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in The Construction of NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $2,111,339.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $833,097.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY

City of South Bay

By: _____

Print Name: _____

Title: _____

As approved by the Board on:

_____

Attest: _____

Legal Review:

_____
City Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: John Krane, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

By: _____

Print Name: Francine Steelman

Title: Interim Chief Counsel, District Four

See attached Encumbrance Form for date of funding approval by Comptroller

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448101-1-54-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

CITY OF SOUTH BAY (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .247 MILES (MP 0.252 TO MP 0.4999)

PROJECT DESCRIPTION: This project includes reconstruction of the existing two-lane undivided roadway by replacing the existing base, installing a geogrid system, and placing new asphalt over it. The existing curb and gutter will be replaced to match the modified longitudinal profile, and the existing concrete sidewalk replaced to comply with minimum width and cross slope ADA standards. This project will also include driveway and sodding harmonization to complement the roadway reconstruction. The existing sidewalk will be replaced, and curb ramps upgraded to comply with ADA minimum standards. Detectable warning surfaces shall be provided at the curb ramp locations. This project will also include upgrading signing and pavement markings to meet MUTCD standards and drainage upgrades because of the roadway reconstruction.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction to be completed by December 31, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Recipient will not be able to proceed with the actual construction of the project, until the Department provides the Recipient with a Notice to Proceed (NTP).

Exhibit A Deliverables
FM# 448101-1-54-02
NW 10th AVENUE FROM MLK JR BLVD TO US HIGHWAY 27

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION (Road Improvements)	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	2030
104-18	INLET PROTECTION	EA	9
**107-1	LITTER REMOVAL	AC	0.8
**107-2	MOWING	AC	0.8
110-1-1	CLEARING AND GRUBBING	LS/AC	1
110-7-1	MAILBOX, F&I SINGLE	EA	10
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL (GEOGRID)	SY	9370
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	965
285-70-9	OPTIONAL BASE GROUP 09	SY	4763
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	505
425-5	STORM SEWER MANHOLE, ADJUST	EA	2
425-1-205	CURB INLET, TYPE 9, PARTIAL CAST IRON TOP INLET AND GRATE	EA	9
430-94-1	DESILT PIPE, 0-24"	LF	1186
430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 12" SD	LF	53
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2694
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1254
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	735
527-2	DETECTABLE WARNINGS	SF	95
550-10-120	FENCING, TYPE A, 0.0-6.0', STANDARD	LF	91
550-60-133	FENCE GATE, TYPE A, SLIDIING/CANTILEVER, 12.1-18' OPENING	EA	1
570-1-2	PERFORMANCE TURF, SOD	SY	1119
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	8
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	13
700-1-60	SINGLE POST SIGN, REMOVE	EA	13
706-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA	53
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	529
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF	83
711-15-101	THERMOPLASTIC, STANDARD-OP, WHITE, SOLID, 6"	GM	0.55
711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM	0.09
711-15-231	THERMOPLASTIC, STANDARD-OP, YELLOW, SKIP 6"	GM	0.21
	SPEED HUMPS	EA	2

**WUD-1	MOBILIZATION (Water)	LS	1
**WUD-2	BONDS AND INSURANCE (Water)	LS	1
**WUD-3	RECORD DRAWINGS	LS	1
**WUD-4	MAINTENANCE OF TRAFFIC (Water)	LS	1
**WUD-5	FURNISH AND INSTALL NEW WATER SERVICE TO EXISTING METERS	EA	12
**WUD-6	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (SINGLE)	EA	3
**WUD-7	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (DUAL)	EA	10
**WUD-8	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (MULTIPLE)	EA	1
**WUD-9	FURNISH AND INSTALL 6" DUCTILE IRON WM	LF	200
**WUD-10	FURNISH AND INSTALL 8" DUCTILE IRON WM	LF	1350
**WUD-11	FURNISH AND INSTALL 6" GATE VALVE & VALVE BOX	EA	9
**WUD-12	FURNISH AND INSTALL 8" GATE VALVE & VALVE BOX	EA	9
**WUD-13	FIRE HYDRANT ASSEMBLY WITH CAPTIVATOR CAPS, 6" GATE VALVE & ANCHOR TEE ASSEMBLY & 10-FT OF 6"R.J. DIP	EA	2
**WUD-14	6" SINGLE LINESTOP (FOR PVC/DIP/CIP/AIC)	EA	3
**WUD-15	CONNECT TO EXISTING WATER MAIN (JOIN TO RESTRAINT FOR EXISTING PIPE TO BE INCLUDED)	EA	5
**WUD-16	SAMPLE POINT OF FIRE HYDRANT	EA	2
**WUD-17	SAMPLE POINT WITH DOUBLE STRAP SADDLE & CORPORATION STOP	EA	2
**WUD-18	ABANDON UTILITIES IN PLACE	LF	1300
**WUD-19	REMOVE EXISTING WATER MAIN	LS	1
**WUD-20	ADDITIONAL DUCTILE IRON FITTING AND ACCESSORIES FOR SEWER LATERAL CONFLICTS	TN	1
**WUD-21	GRAVITY SEWER MANHOLE ADJUSTMENT, FRAME, COVER & INFLOW PROTECTOR	EA	5
**WUD-22	REPLACEMENT OF DEFECTIVE SANITARY SEWER LATERALS	EA	16
**WUD-23	CLEANOUT RELOCATION/INSTALLTION	EA	4
**WUD-24	REMOVAL OF UNSUITABLE MATERIAL BELOW PIPE BEDDING AND REPLACEMENT WITH CLEAN FILL	CY	350
**WUD-25	24" THICK ROAD BASE	SY	500
**WUD-26	TEMPORARY ASPHALT SURFACE	SY	500
**WUD-27	SOD REPLACEMENT AND RESTORATION	LS	1

** Non-Participating Items

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
CITY OF SOUTH BAY 335 SW 2nd Avenue South Bay, Florida 33493	448101-1-54-02

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase : 54 Construction) FY: **2025**	Maximum Department Participation (Small County Outreach Program)	$2,111,340.00	$1,278,243.00	$833,097.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$2,111,340.00 %	$1,278,243.00 %	$833,097.00 %	
	TOTAL COST OF THE PROJECT	$2,111,340.00	$1,278,243.00	$833,097.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jason Nwamah
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF SOUTH BAY

PROJECT DESCRIPTION:The Construction of NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street.

FPID#: 448101-1-54-02

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
☒ Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☐ ,

***Award Amount:** $833,097.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

RESOLUTION 16-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A UNITED STATES OF AMERICA 20TH CONGRESSIONAL DISTRICT OF FLORIDA COMMUNITY PROJECT FUNDING PROGRAM APPLICATION FOR THE FISCAL YEAR 2026; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The House Appropriations Committee announced that the Committee will again accept requests for community project funding ("CPF"), formerly known as earmarks, for the Fiscal Year 2026 appropriations process. Through the CPF program, Members of Congress are able to request direct funding for specific projects in their districts that benefit the residents and address the most significant needs of local communities.; and

WHEREAS, the City of South Bay ("City") desires to submit a House Appropriations Committee Community Project Funding Program Application in the amount of Nine Million Fifty-Two Thousand Eighty Dollars ($9,052,080.00) for the construction of the Emergency Shelter Center which will provide a safe environment for families with housing complexities or fragile homes during a natural catastrophe; and

WHEREAS, if awarded, the grant will support the land development, construction, and Construction Engineering and Inspection (CEI) services of the Emergency Shelter Care Center; and

WHEREAS, pursuant to CPF guidelines, matching funds are not required but preference is given to applications with cash matching funds; and

WHEREAS, the City will be providing cash matching funds in the amount of Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, if awarded, the City will be providing in-kind matching funds in an amount not to exceed Five Hundred Thousand Dollars ($500,000.00); and

WHEREAS, the City Manager was required to submit the House Appropriations Committee community project funding (CPF) Funding ("Grant") application prior to the regularly scheduled commission meeting; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to ratify the submission of the Grant application; and

WHEREAS, the City Commission finds that ratification of the submission of the House Appropriations Committee community project funding (CPF) Funding Application is in the best interests of the residents of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, 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 ratifies the City Manager's submission of a House Appropriations Committee community project funding (CPF) Funding Application, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and **ADOPTED** this 15th day of April 2025.

_____
Joe Kyles, Mayor

ATTEST:

_____
Vicenta J. Washington, 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 King	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Fiscal Year 2026 Community Project Funding Request Form

The House Appropriations Committee announced that the Committee will again accept requests for community project funding (CPF), formerly known as earmarks, for the Fiscal Year 2025 appropriations process. Through the CPF program, Members of Congress are able to request direct funding for specific projects in their districts that benefit the residents and address the most significant needs of local communities. Not every CPF request will be included in the FY 25 appropriations bills.

Per the new rules enforced by the Committee, each Member of the House may submit a total of 15 CPF requests across all subcommittees. Although we anticipate receiving requests for many worthy projects, we will not be able to accept every request we receive.

Only eligible CPF requests that meet all the guidelines established by the Committee will be accepted:

- **You must be able to demonstrate that the request has community support.** Acceptable examples of community support include letters from elected officials, press articles, newspaper articles, a community development plan, or a city council resolution.
- The project or requesting entity must have no financial ties to the Member or her family.
- If the project would normally require a funding match or cost share by a non-federal entity, then the requesting entity will need to demonstrate that it can provide this match if it makes a CPF request. The Committee will conform to statutory match and cost-sharing requirements.
- The recipient of the CPF must be a governmental entity or 501(c)(3) nonprofit organization. Requests made by for-profit entities are not permitted.
- Funding must be for FY 25 only.

Be advised that we are required to post our CPF submissions on our official website in the interest of transparency. The Appropriations Committee will also establish an online, searchable public database of all CPF requests received by the Committee.

Please provide all the information requested. Do not leave any applicable questions unanswered.

Email the completed form with all accompanying documents to:
appropriationsfl20@mail.house.gov

Use as the email subject "FY25-Subcommittee-Project Name". If you are submitting more than one request, please send them in separate emails.

Requesting Organization Info

Name of requesting organization or entity: City of South Bay
Type of entity (local government, 501(c)(3)): Government
Address of organization: 335 SW 2nd Avenue, South Bay, Florida 33493
Website: www.southbaycity.com

Your Point of Contact for This Request

Name: Leondrae D. Camel
Title: City Manager
Phone number: 561-914-6673
Email address: camell@southbaycity.com

Project Info

Project name: City of South Bay Emergency Shelter Care Center

Purpose of project: In its critical functions, the facility will provide protection for life at the point of impact in a natural disaster or critical hours in the heat of an emergency event. The Shelter will house a minimum of 200 persons, either typically abled or physically disabled persons with sleeping accommodations. Unfortunately, the current shelter is no longer able to meet the standards required for the increasingly powerful storm events that face our communities. Once the critical hours pass, the facility will also serve as the staging point for recovery efforts. City first responders, including, police, fire, EMT, and social services teams will use the facility to support residents, employees and those from our neighboring communities. The funding would be used to enable the construction of the Emergency Shelter Center which will provide a safe environment for families with housing complexities or fragile homes during a natural catastrophe, it will also serve residents from the neighboring Hendry County. This project would also allow for families with unique medical needs, who might have been previously isolated, to be safely housed close to their families.

Postal address of project (or general location if not applicable): 105 W. Palm Beach Rd. South Bay, Florida 33493
Requested funding amount for FY25: 9,052,080
Subcommittee:
Agency:

1. Homeland Security
2. Agriculture
3. Transportation and Housing

Account:

1. Federal Emergency Management Agency, Emergency Operations Center Grants
2. Rural Community Facility Grants
3. Community Development Fund

How would this project benefit the public and why would it be a good use of taxpayer dollars?

Why should this request be considered a priority for the people of Florida's 20th District?
The community lifelines that will be safeguarded or enhanced through the construction of this facility will include: 1) Safety and security; 2) Food, water and shelter; 3) Health and Medical; 4) Energy (power); 5) Communications; and 6) Transportation. The seventh community lifeline, Hazardous Materials, will be addressed in the site preparation phase, which will be completed prior to the construction phase of the shelter. Therefore, each of the seven lifelines will be addressed through the proposed emergency shelter construction project.

Please provide a breakdown here of how this funding would be used (salaries, construction, etc.): You may add a budget as a separate attachment to your submission. CPF Budget Attached
Phase 1: $2M – State Funded Currently underway for land development, stormwater control construction and demolition of existing building
Phase 2: $5.2M Structural Helical Piles Foundation, Architectural Shell and Mechanical Electrical and Plumbing (CPF 25 funding request)
Phase 3: $1.3M Interior finishing (City funded Capital Reserves)
Phase 4: $2M Landscaping and Exterior Finishings (Private Funding)

Is this a new or ongoing project? Ongoing

What is the timeline of completion for this project, and will this project require additional federal funding in future fiscal years? The federally funded phase will be completed within twelve (12) months and should a suitable federal funding opportunity arise the City may make an application. Currently, no additional federal funds will be sought afterward.

If the Appropriations Committee is not able to provide the full amount of funding requested, can this project start in a limited capacity? YES, the City Commission will provide a 25% cost share from its general fund and apply for State grants to complete the project.

If this project has received any funding in the past, from either a public or private source, please detail that here: The city was awarded $2M for land development and stormwater construction from the State of Florida Department of Environmental Protection.

If this project requires a non-federal cost-share, please indicate that here and explain how you can demonstrate that the non-federal share will be met: The city will work our local companies for private funding opportunities and naming rights.

Does any derogatory information, as well as any potentially mitigating information, exist that would render the entity potentially unsuitable for receiving community project funding? Please explain if applicable. None

If submitting multiple requests, please rank this request in terms of priority: 1

Please list all Members of the House and Senate who are receiving this request:

Eligible Accounts

Agriculture

- Agricultural Research Service, Buildings and Facilities
- Rural Development
    - Rural Community Facility Grants
    - Rural Utilities Service, ReConnect Grants
    - Rural Housing Service
    - Rural Utilities Service (Distance Learning and Telemedicine Grants)
- Department of Agriculture Natural Resources Conservation Service, Conservation Operations

Commerce, Justice, Science

- Department of Justice, Byrne Justice Assistance Grants
- Department of Justice, COPS Technology and Equipment
- National Oceanic and Atmospheric Administration, Operations, Research, and Facilities
- National Aeronautics and Space Administration, Safety, Security and Mission Services
- Department of Commerce; National Institute of Standards and Technology; Scientific and Technical Research and Services

Energy and Water

- Army Corps of Engineers Civil Works
    - Investigations
    - Construction
    - Mississippi River and Tributaries
    - Operation and Maintenance
- Bureau of Reclamation, Water and Related Resources

Homeland Security

- Federal Emergency Management Agency, Pre-Disaster Mitigation Grants
- Federal Emergency Management Agency, Emergency Operations Center Grants

Interior

- Environmental Protection Agency, State and Tribal Assistance Grants

Military Construction and Veterans Affairs

- Military Construction accounts under the Department of Defense:
    - DoD Construction and Unspecified Minor Construction—Active Components
        - Army
        - Navy and Marine Corps
        - Air Force
        - Space Force
        - Defense-Wide
        - Logistics Agency (DLA)
    - DoD: Construction and Unspecified Minor Construction – Reserve Components

- Army National Guard
- Air National Guard
- Army Reserve
- Navy Reserve
- Air Force Reserve

Transportation and Housing

- Department of Transportation, Highway Infrastructure Projects
- Department of Transportation, Airport Improvement Program
- Department of Housing and Urban Development, Economic Development Initiative
- Department of Transportation – Transit Infrastructure Projects
- Port Infrastructure Development Program Projects
- Consolidated Rail Infrastructure and Safety Improvements (CRISI) Projects
- Community Development Fund - Economic Development Initiative (EDI) Projects

RESOLUTION 17-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR INDEPENDENT EXTERNAL AUDITING SERVICES, (ATTACHED AS EXHIBIT "A"); AND AN AUDIT ENGAGEMENT LETTER (ATTACED AS EXHIBIT "B") BETWEEN THE CITY OF SOUTH BAY AND HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, on January 31, 2025, the City issued Request for Proposals No. 2025-01 ("RFP") for Independent External Auditing Services -- Annual Financial Audit Services; and

WHEREAS, the City closed RFP No. 2025-01 on February 27, 2025, with one respondent; and

WHEREAS, HCT Certified Public Accountants & Consultants, LLC ("HCT") has been determined by the City's Audit Selection Committee as the most responsive and responsible proposal most advantageous to the City; and

WHEREAS, the City Commission of the City of South Bay desires to authorize the City Manager to execute an agreement for Independent External Auditing Services (attached as Exhibit "A") and an Audit Engagement Letter (attached as Exhibit "B") between HCT and the City in connection with RFP. No. 2025-01.

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

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

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

Independent External Auditing Services (attached as Exhibit "A") and an Audit Engagement Letter (attached as Exhibit "B") between HCT and the City in connection with RFP. No. 2025-01. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 15th day of April 2025.

_____
Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, 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 King	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

BETWEEN CITY OF SOUTH BAY

AND

HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC FOR INDEPENDENT EXTERNAL AUDITING SERVICES

BETWEEN CITY OF SOUTH BAY

AND

HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC

FOR INDEPENDENT EXTERNAL AUDITING SERVICES

THIS AGREEMENT is made and entered into as of this 15th day April of, 2025**, by** and between **HCT Certified Public Accountants & Consultants, LLC** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **3816 Hollywood Boulevard Ste. 203 Hollywood, FL. 33201** (hereinafter referred to as the ("CONSULTANT "), and City of South Bay, a political subdivision of the State of Florida, having its principal office at 335 SW 2nd Avenue, South Bay Florida 33493 (hereinafter referred to as the "CITY").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the Request for Proposals (RFP) No. Number 2025-01, Annual Financial Audit Services - Independent External Auditing Services, which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit 1", and the assertions included in the CONSULTANT's Proposal attached and the proposal amount, attached hereto and incorporated as "Exhibit 2"; and

WHEREAS, the CITY desires to retain a CONSULTANT to provide independent external auditing services as more particularly specified in the Scope of Services in "Exhibit 1"; and,

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and City policy, the CITY has determined that it to be in the best interest of the CITY to award an Agreement to the CONSULTANT for the rendering of those services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

A. This Agreement;

B. RFP 2025-01 hereto, including “Exhibit 1”;

C. Consultant’s Proposal hereto as “Exhibit 2”;

D. The Audit Engagement Letter hereto as “Exhibit 3”.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 Loss of Funding: The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by City of South Bay City Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. COMPENSATION

2.1 Payment shall become due and payable to CONSULTANT upon submission of receipt of invoice. Notwithstanding the foregoing, the CITY as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. (2024), as amended.
Compensation paid to Consultant pursuant to this engagement shall be as set forth in Exhibit 2 hereto.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CITY designate the following as the respective places for giving such notice:

To the City:

City Manager's Office
City of South Bay City Hall
335 SW 2nd Avenue
South Bay, Florida 33493

Office of the City Attorney
City of South Bay
Burnadette Norris-Weeks,
P.A.
401 North Avenue of the Arts
Fort Lauderdale, FL 33311

CONSULTANT:
Roderick Harvey, Owner
HCT Certified Public Accountants & Consultants, LLC
4328 Southwest 195th Terrace
Miramar, FL 33029

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONSULTANT

5.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

1.1 For other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

1.2 Nothing herein shall be construed to extend the CITYS's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Palm Beach County.

SECTION 8. RECORDS.

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within the City and the CITY may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data

relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of City of South Bay as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489,Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

10.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) Include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 11. EQUAL EMPLOYMENT

11.1 During the performance of this Agreement or any related Work Order, the CONSULTANT shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

SECTION 12. ASSIGNMENT AND SUBCONSULTING

13.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or sub consulted by the CONSULTANT without the express prior written consent of the CITY. Any assignment, delegation or sub consult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

SECTION 13. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.

B. Upon request from the City's custodian of public records, CONSULTANT shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONSULTANT's work papers shall remain the sole property of CONSULTANT, and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 561-996-6751, E-MAIL ADDRESS: CITY CLERK, sbcityclerk@southbaycity.com CITY OF SOUTH BAY

SECTION 14. PROMPT PAYMENT ACT.

14.1 The CITY as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 15. CONFLICT OF INTEREST/CODE OF ETHICS.

15.1 The CONSULTANT represents that it has provided a list of all current client's subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the CONSULTANT, and full disclosure of the nature and extent

of the proposed representation, the CITY Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

15.2 The CONSULTANT agrees to adhere to and be governed by all applicable provisions of the Palm Beach County Conflict of Interest and Code of Ethics Ordinance, as amended; and by City of South Bay Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

15.3 Standards and Proper Decorum: The CITY promotes and expects a *high standard* of ethics and professional conduct in all CITY employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the CITY.

SECTION 16. SOVEREIGN IMMUNITY.

16.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 17. ORDER OF PRECEDENCE.

IN THE EVENT OF A CONFLICT BETWEEN ANY OF THE TERMS AND CONDITIONS IN THE EXHIBITS AND THIS AGREEMENT, THIS AGREEMENT, SHALL PREVAIL, FOLLOWED BY THE RFP, CONSULTANT'S PROPOSAL AND THEN THE AUDIT ENGAGEMENT LETTER.

SECTION 18. INSURANCE.

1.1 CONSULTANT shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars ($1,000,000.00), naming the CITY as Additional insured. CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the CONSULTANT shall furnish to the City Manager, Leondrae D. Camel, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the CITY harmless from any injury incurred during performance of the Contract. The exempt CONSULTANT shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. City of South Bay must be shown as an additional insured with respect to this coverage. The mailing address of City of South Bay City Hall, 335 SW 2nd Avenue, South Bay, Florida 33493 as the certificate holder, must appear on the certificate of insurance.

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. City of South Bay must be shown as an additional insured with respect to this coverage. The mailing address of City of South Bay City Hall, 335 SW 2nd Avenue, South Bay, Florida 33493 as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 19. NON-EXCLUSIVITY.

19.1 This Agreement is non-exclusive. The CITY retains the right to engage the services of additional third-party CONSULTANTs or assign responsibilities to an employee of the CITY to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 20. ANTI-DISCRIMINATION.

20.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 21. SCRUNTIZED COMPANIES.

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

21.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its sub consultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT , its affiliates, or its sub consultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its sub consultants are placed on the Scrutinized Companies with

Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 22. NO CONTINGENCY FEES.

22.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this_____day of_____, 2025.

CONSULTANT

_____

Signature

_____

Name

_____

Title

_____

Date

_____

CITY OF SOUTH BAY

_____

City Manager

_____

Date

Approved as to form and legal sufficiency:

_____

City Attorney

Attest:

City Clerk

_____

City Seal

EXHIBIT 1

RFP 2025-01

EXHIBIT 2

HCT CPA, LLC
RESPONSE
TO
RFP 2025-01

EXHIBIT 3
Audit Engagement Letter

Audit Engagement Letter

April 14, 2025

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

We are pleased to confirm our understanding of the services we are to provide to the City of South Bay, Florida (the "City") for the years ended September 30, 2024, September 30, 2025, September 30, 2026 and the option years September 30, 2027 and September 30, 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2024. We will perform all professional services as outlined in RFP 2025-01. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary comparison schedules
3) Schedules relating to pensions
4) Other postemployment benefits

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

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

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory section
2) Statistical section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raises substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the

financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Responsibilities of Management for the Financial Statements

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

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have

reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Engagement Administration, Fees, and Other

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

We will provide copies of our reports to the City's management; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HCT Certified Public Accountants & Consultants, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HCT Certified Public Accountants & Consultants LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

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

Roderick Harvey, CPA, CVA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We will communicate to you our expected date to commence our audit and our projected date to issue our reports.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, **will not exceed**

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

Our standard hourly rates vary according to the degree of responsibility involved and the level of experience of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable at presentation. In accordance with our firm policies, work may be suspended if your account becomes 15 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obliged to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Employee Retention. Any such employee hired within two years after end of this engagement (issuance of reports and tax returns) will be subject to a placement fee payable to HCT in the amount equal to the greater of $75,000 or 100% of the offered annual salary of that recruited employee.

Arbitration and Equitable Relief

(a) Arbitration. Except as provided in subsection (b) below, this governmental entity agrees that any dispute, claim or controversy concerning this engagement or the termination of this contract or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Fort Lauderdale, Florida in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered into the arbitrator's decision in any court having jurisdiction. The HCT and this governmental entity shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.
(b) Equitable Remedies. This governmental entity agrees that it would be impossible or inadequate to measure and calculate the HCT's damages from any breach of the covenants. Accordingly, this governmental entity agrees that if this governmental entity breach any of the covenants, the HCT will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. this governmental entity further agrees that no bond or other security shall be required in obtaining such equitable relief and this governmental entity hereby consent to the issuance of such injunction and to the ordering of a judicial official.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council and Management. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

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

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

Very truly yours,

HCT Certified Public Accountants & Consultants LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of South Bay, Florida.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Taranza McKelvin
Vice Mayor

Esther E. Berry

Albert Polk

Barbara King

Leondrae Camel
City Manager

City Clerk
Vincent Del Bosques

Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date April 11,2025

Ref. Weekly check register

Enclosed, please find the summary of check register as of April 11, 2025
:

General Fund

• Utility:		
Comcast	$	450.80
PBC Water utility		2,845.49
FPL		6,309.55
• Bank of America		12,719.04
• Marathon Bank		2,955.60
• All Traffic Solution		15,224.59
• VRC		3,110.75
• S. FL Event		1,875.00
• Purchased of supplies, materials and parts		967.70
• Payment for various services		269.68
• Other		1,405.16
Total	$	48,133.36

Capital Project Fund

CAP Government & Engineering	$	5,466.25

Sanitation Fund

Waste Management	$	30,995.31

The expense classifications are reported in general ledger

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16874	1380	SOUTH FLORIDA EVENTS	04/04/2025	1,875.00	
16875	1423	ALL TRAFFIC SOLUTIONS	04/04/2025	15,224.59	
16876	BELLE GLADE WHOLESA	BIG LAKE SNACK SALES, INC	04/04/2025	319.22	
16877	FPL	FPL	04/04/2025	6,309.55	
16878	JOE KYLES	JOE KYLES	04/04/2025	755.16	
16879	MARATHON/MEX BANK	WEX BANK	04/04/2025	2,955.60	
16880	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	04/04/2025	604.35	
16881	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	04/04/2025	500.00	
16882	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	04/04/2025	2,845.49	
16883	STITCH WORK PLUS	STITCH WORK PLUS	04/04/2025	269.68	
16884	VELMA ESPINOZA	VELMA ESPINOZA	04/04/2025	150.00	
16885	VRC	VRC	04/04/2025	3,110.75	
16886	WALMART (CAPITAL ONE	CAPITAL ONE	04/04/2025	44.13	

Non-Electronic Transactions:	34,963.52
Total Transactions:	34,963.52

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
321	CAP ENGINEERING	CAP ENGINEERING	04/08/2025	3,573.75	
322	CAP GOVERNMENT	CAP GOVERNMENT	04/08/2025	1,892.50	

Non-Electronic Transactions:	5,466.25
Total Transactions:	5,466.25

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
372	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	04/03/2025	30,995.31	

Non-Electronic Transactions:	30,995.31
Total Transactions:	30,995.31

AP Check Register Report
City Of South Bay (CSBFND)

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH FOR 9928-425	COMCAST	COMCAST	04/02/2025	450.80	20339917953

Totals:		
	Electronic Transactions:	450.80
	Total Transactions:	450.80

PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION

YOU • ARE Invited

2300 N Jog Rd. 2-East 561.233.5311
West Palm Beach, Fl 33411 www.pbcgov.org/ocr

Glades Technical Advisory Committee Meeting

Thursday, April 24
9:30 A.M. – 11:30 A.M.

City of South Bay,
South Bay City Hall
335 SW 2nd,
South Bay, FL 33476

The Glades Technical Advisory Committee featured speaker:

Christian Davenport – Archaeologist, County Historic Preservation Officer
Palm Beach County Planning, Zoning & Building Division

A Century of Labor

Christian Davenport, Archaeologist and PBC Historic Preservation Officer will be presenting on the economic history of the Glades community as it pertains to the people who worked in the fields and communities from 1900 – 1960. This PowerPoint discussion provides key insights into a critical period in the history of PBC Glades communities.

Charles Duval – Associate VP of Business Development
CareerSource Palm Beach County

Employment Initiatives in the Glades

Charles Duval, Associate VP Of Business Development for CareerSource, will be providing an overview of the vital role of local workforce development boards in offering employment and training services to the Glades community.

THURSDAY – APRIL 24 | 9:30AM

To access virtually, please visit:
http://www.pbcgov.org/gtac

To Join by phone: 1-844-621-3956 / Meeting ID: 2302 673 1454

PLEASE NOTE THE MEETING WILL START PROMPTLY AT 9:30 AM.

The Office of Community Revitalization would like to thank the leadership and staff of The City of South Bay

PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION

Houston L. Tate
OCR Director

Ruth Moguillansky
OCR Principal Planner

Cleidy Anchelia
Planning Technician

Chrystal Mathews
Senior Planner

Audley G. Reid
Senior Planner

George E. Schott
Information Management System Specialist

William Wynn
Senior Planner

Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel G. Flores
Marci Woodward
Maria Sachs
Bobby Powell Jr.

County Administrator
Verdenia C. Baker

The GREAT AMERICAN CLEANUP, a project of Keep America Beautiful, is coordinated locally by Keep Palm Beach County Beautiful Inc. and the Solid Waste Authority (SWA). For more information visit www.keepPBCbeautiful.org or call (561) 686-6646.

Join us and help Keep Palm Beach County Beautiful!
April 26, 2025, from 8am-12pm
105 Palm Beach Rd. South Bay
REGISTER TODAY By CONTACTING
Edgar W. Kerr @561-261-6576

CITY OF SOUTH BAY

GETS N.E.A.T. ON CRIME PREVENTION AND SAFETY

FREE SOLAR LIGHTS GIVEAWAY

ELIGIBILITY: SOUTH BAY RESIDENTS ONLY

Join the City of South Bay in partnership with the Palm Beach County Sheriff's Office, District 11 for a day of Crime Prevention and Safety Awareness.

Event Highlights

- K-9 Unit
- Bomb Squad
- Aviation
- Marine Unit
- SWAT
- Therapy Dogs

FREE FOOD & MUSIC

Special Guest Performance

Rosenwald Drumline

MAY 3, 2025 | 11AM-4PM

@TANNER PARK

105 PALM BEACH RD, SOUTH BAY, FL 33493

FOR MORE INFORMATION: WWW.SOUTHBAYCITY.COM CITY HALL 561-996-6751

COMMUNITY WORKSHOPS

WE WANT TO HEAR FROM YOU

Find Your Community's Workshop

Cloud Lake
Glen Ridge
Golf
Haverhill
Hypoluxo
Palm Springs

Multi-Jurisdictional FLOODING & SEA LEVEL RISE RISK ASSESSMENT

Help shape your community's future. Local municipalities are leading the way by launching their own risk assessments. Palm Beach County is partnering with six local municipalities to host community workshops to inform residents about the new Climate Risk Assessment, which evaluates flood risks across multiple communities.

Please join these workshops to learn more about the project, ask questions, and provide feedback!

SCAN HERE FOR MEETING DETAILS

pbc.gov/resilience/Pages/Upcoming-Events.aspx