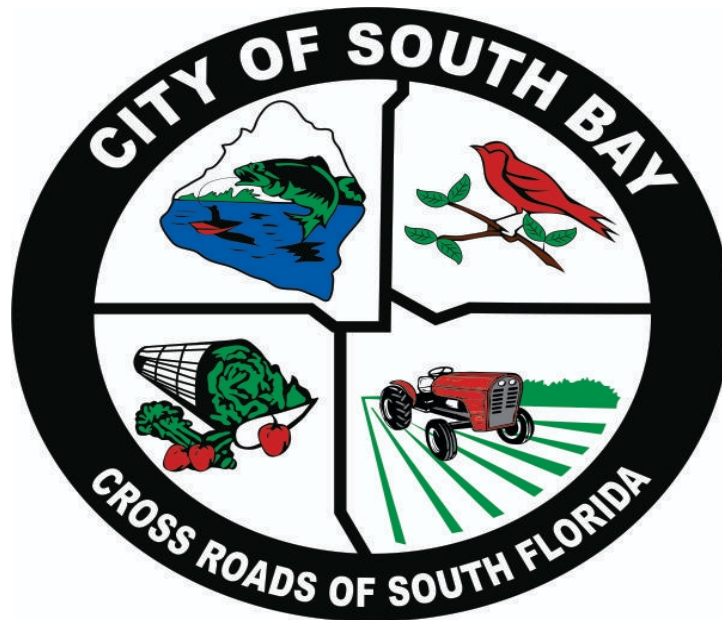




The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

**CITY HALL CHAMBER
TUESDAY, MAY 5, 2026**

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:	Betty Barnard
Commissioner:	Barbara King
Commissioner:	Albert L. Polk

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Olivia Mejia

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, MAY 5, 2026
6:30 PM

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

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

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, MAY 5, 2026
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. Senator Lori Berman
- b. Mental Health Awareness Month 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. **Commission Meeting Minutes – April 21,2026**

5.a. Meeting Minutes

b. **Approval of City Commission Agenda - May 5, 2026**

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

a. RESOLUTION NO. 16-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING AND DESIGNATING THE CITY CLERK TO BE AN AUTHORIZED USER OF THE CITY'S CREDIT CARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

b. RESOLUTION NO. 17-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE EXECUTION OF A AN ELECTION DAY POLLING LOCATION AGREEMENT BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE AND THE CITY OF SOUTH BAY, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

6.b. Permit for Election Day

c. RESOLUTION 18-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" BETWEEN BOROMEI CONSTRUCTION INC. AND THE CITY OF SOUTH BAY FOR THE PROVISION OF LAND CLEARING AND SITE PREPARATION RELATING TO THE PARK OF COMMERCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

6.c. HL313 Executed Agreement

6.c. South Bay Agreement (BOROMEI)

6.c. BCI-Proposal

d. RESOLUTION NO. 19-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY OF SOUTH BAY FOR THE CONSTRUCTION OF SW 11TH AVENUE IMPROVEMENTS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

6.d. FDOT Agreement

e. RESOLUTION NO. 20-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH BURNADETTE NORRIS-WEEKS, P. A. TO INCREASE COMPENSATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

7. ORDINANCE

a. ORDINANCE 01-2026

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING ARTICLE VIII, ENTITLED "COMMISSION PROCEDURES", SPECIFICALLY AMENDING SECTION 2-311(D) ENTITLED "ORDER OF BUSINESS", TO MOVE THE ROSENWALD ELEMENTARY SCHOOL REPORT TO AN EARLIER POINT ON THE CITY COMMISSION AGENDA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

7.a. Second Reading

b. ORDINANCE NO. 02-2026

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING ARTICLE VI OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "FINANCE" TO CREATE A NEW SECTION 2-260-A TO THE CITY'S PURCHASING CODE ENTITLED PUBLIC PRIVATE PARTNERSHIPS; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER;

PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

7.b. Second Reading

- c. ORDINANCE NO. 03-2026**
AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA,
AMENDING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED,
“GENERAL FEE SCHEDULE”, OF THE CITY’S CODE OF
ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES;
PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING
FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN
EFFECTIVE DATE.

7.c. Second Reading

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

- a. Accounts Payable Report (Presented and filed, no action required)**

9.a. April 29,2026 Weekly Check Register

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

- a. Citizen Recognition Program**

- b. 1 Mile Walk Initiative**

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY HALL CHAMBER
TUESDAY, APRIL 21, 2026
6:30 PM

Present:

Mayor Joe Kyles
Vice-Mayor Taranza McKelvin
Commissioner Albert Polk IV
Commissioner Betty Barnard
Commissioner Barbara King

Staff

Leondrae Camel, City Manager
Burnadette Norris-Weeks, City Attorney
Olivia Mejia, City Clerk
Aiyana Bent, Deputy City Clerk
Nepoleon Collins, Economic and Development Director
Cristal Chavarria, Administrative Assistant
James Addison, Public Works Foreman

(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- 6:56 pm**

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

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
CITY HALL CHAMBER
TUESDAY, APRIL 21, 2026
7:00 PM

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 21, 2026 at 7:00 p.m.

(Full recording/discussion available through the City website)

Present:

Mayor Joe Kyles
 Vice-Mayor Taranza McKelvin
 Commissioner Albert Polk IV
 Commissioner Betty Barnard
 Commissioner Barbara King

Staff:

Leondrae Camel, City Manager
 Burnadette Norris-Weeks, City Attorney
 Olivia Mejia, City Clerk
 Aiyana Bent, Deputy City Clerk
 Napoleon Collins, Economic and Development Director
 Cristal Chavarria, Administrative Assistant
 James Addison, Public Works Foreman

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes):*
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:** See recording
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 – April 7, 2026

Approve City Minutes

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

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

- b. Regular City Workshop and City Meeting

Approval of Meeting Agenda – April 21, 2026

Approve Consent Agenda

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

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

6. RESOLUTIONS (Non- Consent) and Quasi-Judicial Hearing, if applicable**a. RESOLUTION 15-2026**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A REIMBURSEMENT AND TRAVEL EXPENSE POLICY AND PROCEDURES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Moved by: Commissioner Barnard

Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Joe Kyles	YES
Commissioner McKelvin	YES
Commissioner Polk	YES
Commissioner Barnard	YES
Commissioner King	NO

7. ORDINANCE**a. ORDINANCE 01-2026**

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING ARTICLE VIII, ENTITLED "COMMISSION PROCEDURES", SPECIFICALLY AMENDING SECTION 2-311(D) ENTITLED "ORDER OF BUSINESS", TO MOVE THE ROSENWALD ELEMENTARY SCHOOL REPORT TO AN EARLIER POINT ON THE CITY COMMISSION AGENDA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

First Reading

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Joe Kyles	YES
Commissioner McKelvin	YES
Commissioner Polk	YES
Commissioner Barnard	YES
Commissioner King	YES

b. ORDINANCE 02-2026

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING ARTICLE VI OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "FINANCE" TO CREATE A NEW SECTION 2-260-A TO THE CITY'S PURCHASING CODE ENTITLED PUBLIC PRIVATE PARTNERSHIPS; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

First Reading

Moved by: Commissioner Polk

Seconded by: Commissioner Barnard

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

c. ORDINANCE 03-2026

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED, "GENERAL FEE SCHEDULE", OF THE CITY'S CODE OF ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

First Reading

Moved by: Commissioner Barnard

Seconded by: Commissioner Polk

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

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report (Presented and filed, no action required)

9.a. April 16, 2026 Weekly Check Register

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

a. School Zone

b. Road Closure - NW 1st Street

12. CITY ATTORNEY REPORT (NONE)

13. FUTURE AGENDA ITEMS

a. Citizen Recognition Program Discussion

Moved by: Commissioner King

Seconded by: Commissioner Polk

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

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

- 14.a. Commissioner Barbara King
 - Thank you
- 14.b. Commissioner Betty Barnard
 - Thank you
- 14.b. Commissioner Albert Polk
 - Thank you
- 14.c. Vice-Mayor Taranza McKelvin
 - Thank you
- 14.d. Mayor Joe Kyles
 - Thank you

15. ADJOURNMENT 8:46 pm

Moved by: Vice- Mayor McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 16-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING AND DESIGNATING THE CITY CLERK TO BE AN AUTHORIZED USER OF THE CITY'S CREDIT CARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of South Bay ("City Commission") has found it advantageous to issue a City credit card to designated City employees for official City business; and

WHEREAS, on March 3, 2026, pursuant to Resolution No. 08-2026, the City Commission of the City of South Bay appointed Olivia Mejia as the City Clerk; and

WHEREAS, the City Commission has determined that authorizing and designating the City Clerk as an authorized user of a City credit card is needed for the smooth handling of City business; and

WHEREAS, the City Commission has created a credit card policy for authorized users that can be found in the City of South Bay's Purchasing Policy and Procedures Handbook. This policy governs the use of City issued credit cards; and

WHEREAS, the City Commission finds that authorizing the City Clerk as an authorized user of a City credit card is in the best interests of the City of South Bay.

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

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

Section 2. Authorizing City Clerk to Use City Credit Card. The City Commission of the City of South Bay hereby designates, Olivia Mejia, City Clerk as an authorized user for a City issued credit card, up to a limit of One Thousand Dollars (\$1,000.00) and with charges to be covered from the General Fund budget. Further, all charges made shall be made in accordance with the terms and conditions of the City of South Bay credit card policy.

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

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

PASSED and **ADOPTED** this 5th day of May 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

RESOLUTION NO. 17-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE EXECUTION OF A AN ELECTION DAY POLLING LOCATION AGREEMENT BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE AND THE CITY OF SOUTH BAY, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a polling location is needed within the City of South Bay ("City") for the Primary and General Election scheduled to be held on August 18, 2026, and November 3, 2026, respectively; and

WHEREAS, the City and the Palm Beach County Supervisor of Elections Office desire to utilize the South Bay City Hall Commission Chambers, located at 335 SW 2nd Avenue, South Bay, FL 33493 as a polling location; and

WHEREAS, the City and the Palm Beach County Supervisor of Elections Office further desire to enter in a contract consistent with the terms and conditions set forth in Exhibit "A", attached hereto; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute the Agreement attached hereto as Exhibit "A" for a polling location is in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached agreement with the Palm Beach County Supervisor of Elections Office for the provision of an election day polling location, attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 5th day of May 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



Wendy Sartory Link

Palm Beach County Supervisor of Elections



@VotePalmBeach

VotePalmBeach.gov



4301 Cherry Road, West Palm Beach, FL 33409



561.656.6200

PERMIT FOR ELECTION DAY

This Permit is made as of the 16 day of April, 2026, by and between the Palm Beach County Supervisor of Elections, a Political Subdivision of the State of Florida, by and through the Palm Beach County Board of County Commissioners, hereinafter referred to as **SUPERVISOR**, for the use of **SOUTH BAY COMMISSION CHAMBERS, 335 SW 2nd AVE, SOUTH BAY, FL 33493** ("FACILITY/COUNTY") authorized to do business in the State of Florida.

Precinct(s): 6601, 8507

***Precinct number (s) subject to change**

In consideration of the mutual promises contained herein, SUPERVISOR and FACILITY/COUNTY agree as follows:

ARTICLE 1 - SERVICES

FACILITY/COUNTY'S responsibility under this PERMIT is to provide Election Day polling location services for the Special Election for (Type of Election).

A. Primary Election Day (PRI) - Tuesday, August 18th, 2026, from 7:00 A.M. TO 7:00 P.M.

B. General Election Day (GEN) - Tuesday, November 3rd, 2026, from 7:00 A.M. TO 7:00 P.M.

SUPERVISOR'S representatives/liaisons during the performance of this permit shall be:

Rachel West, (561)656-6237/(772)631-6309 or rachel@votepalmbeach.gov or

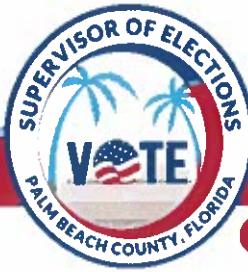
Francisco Padilla, (561)656-6211 or francisco@votepalmbeach.gov.

FACILITY/COUNTY'S representative/liaison during the performance of this shall be:

Name/Title: Olivia Mejia, City Clerk

Phone Number: 561.996.6751

Mailing Address (if different): _____



Wendy Sartory Link

Palm Beach County Supervisor of Elections



@VotePalmBeach

VotePalmBeach.gov



4301 Cherry Road, West Palm Beach, FL 33409



561.656.6200

ARTICLE 2 – SCHEDULE

FACILITY/COUNTY shall agree to allow voters, poll workers, poll watchers, other designated campaign representatives, and representatives of the SUPERVISOR to enter and exit premises **without delay or screening of any kind** during Election Day, until completion of voting. This shall include but is not limited to:

A. None of the above shall be required to present identification upon entry, including at any gate.

B. None of the above shall be required to undergo health screening upon entry.

FACILITY/COUNTY shall agree to accept delivery of equipment and supplies at a time and date to be determined by FACILITY/COUNTY and SUPERVISOR prior to Election Day. FACILITY/COUNTY and SUPERVISOR will also determine a date and time for SUPERVISOR to remove equipment and supplies.

Please provide the days and hours of operation at the location when access to the premises will be available for delivery and pickup of voting equipment. An election official will contact you to make arrangements:

Location hours of operation in August : 8 am - 4 pm

Location hours of operation in November : 8 am - 4 pm

FACILITY/COUNTY shall agree to provide a secure location to store Elections Equipment upon delivery to Polling Location and until removal.

Please indicate where election equipment will be stored and how it will be secured:

Commission Chambers

Current assessed polling room: **Commission Chambers**

FACILITY/COUNTY shall agree to use the currently assessed polling room for all scheduled elections. If the polling room will **NOT** be available for an election, notice must be given to the SUPERVISOR for approval. Any new polling rooms not currently assessed will require an in-person site visit to confirm ADA accessibility.

FACILITY/COUNTY shall agree to allow SUPERVISOR or SUPERVISOR's designee(s) to inspect and set up the designated Polling Room on the Monday prior to Election Day (**Monday, August 17th, 2026, for the Primary Election, and Monday, November 2nd, 2026, for the General Election**).



Wendy Sartory Link

Palm Beach County Supervisor of Elections



@VotePalmBeach

VotePalmBeach.gov



4301 Cherry Road, West Palm Beach, FL 33409



561.656.6200

Contact person at Polling Place on Election Day:

Name/Title: Olivia Mejia

Email Address: Sbcityclerk@southbaycity.com

Work Phone Number: 561 996-6751

Cell Phone Number (for emergency purposes): 561 286-2987

Alternate contact:

Name/Title: Aiyana Bent

Email Address: bent a@southbaycity.com

Work Phone Number: 561.996-6751

Cell Phone Number (for emergency purposes): 561 286 9212

Emergency contact:

Name/ Title: Cristal Chavarria

Email Address: chavarria c@southbaycity.com

Work Phone Number: 561.996-6751

Home Phone Number (for emergency purposes): 561 983-7442

Precinct Number(s): 6601, 8507



Wendy Sartory Link

Palm Beach County Supervisor of Elections



@VotePalmBeach

VotePalmBeach.gov



4301 Cherry Road, West Palm Beach, FL 33409



561.656.6200

FACILITY/COUNTY shall agree (initial one):

☒ To open the Polling Location and Polling Room/bathrooms no later than **5:30 A.M** on Election Day.

_____ To provide SUPERVISOR or its assignee (Clerk) with a key to the Polling Room.

Please indicate contact information and instructions for delivery of key:

FACILITY/COUNTY shall agree to provide:

- Chairs for election workers (number of chairs provided 15).
- Tables for election workers (number of tables provided 10).
- Use of restroom facilities.
- Air conditioning.

ARTICLE 3 – REMEDIES

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

ARTICLE 4 - EXCUSABLE DELAYS

FACILITY/COUNTY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of FACILITY/COUNTY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies which have been classified by Emergency Order by the Governor of Florida or the President of the United States as a State of Emergency, allowing for the specific breach of this permit (i.e. an order specifically disallowing use of this or this kind of facility by the public), and abnormally severe and unusual weather conditions which render the Early Voting/Election Day site unusable.

Upon FACILITY/COUNTY'S request, SUPERVISOR shall consider the facts and extent of any failure to perform the work and, if FACILITY/COUNTY'S failure to perform was without its fault or

Page 4 of 5

Precinct Number(s): 6601, 8507



Wendy Sartory Link

Palm Beach County Supervisor of Elections



@VotePalmBeach

VotePalmBeach.gov



4301 Cherry Road, West Palm Beach, FL 33409



561.656.6200

negligence, the permit Schedule or any other affected provision of this permit shall be revised accordingly, subject to SUPERVISOR'S rights to change or terminate this permit at any time.

ARTICLE 5 - ENTIRETY OF CONTRACTUAL AGREEMENT

SUPERVISOR and FACILITY/COUNTY agree that this permit sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this permit may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

ARTICLE 6 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the FACILITY: (i) provides a service; and (ii) acts on behalf of the SUPERVISOR as provided under Section 119.011(2) F.S., the FACILITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. All agreements between FACILITY/COUNTY and SUPERVISOR are subject to the requirements provided under Section 119.0701, F.S.

ARTICLE 7 - STATEMENT OF INDEMNITY

SUPERVISOR shall be responsible for damages, as found legally liable for and to the extent permitted by law, arising out of injury or damage to persons or property caused by or resulting from the negligence of the SUPERVISOR or any of its officers or employees. Nothing in this provision shall constitute as a waiver of sovereign immunity.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SUPERVISOR and FACILITY/COUNTY for purposes of executing this permit on the dates set forth below.

Wendy Sartory Link, Palm Beach County Supervisor of Elections (Signature)

Date

4/16/26

FACILITY Representative (Signature)

Date

RESOLUTION 18-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" BETWEEN BOROMEI CONSTRUCTION INC. AND THE CITY OF SOUTH BAY FOR THE PROVISION OF LAND CLEARING AND SITE PREPARATION RELATING TO THE PARK OF COMMERCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 28, 2025, the City of South Bay ("City") and the State of Florida, Department of Commerce entered into Grant Agreement No. HL313 providing funding for the clearing of land and site preparation; and

WHEREAS, the City advertised and requested bids from qualified firms for land clearing and site preparation, through RFP No. 2026-01; and

WHEREAS, Boromei Construction Inc. has submitted a proposal to the City as the lowest responsive and responsible bidder in response to RFP No. 2026-01, for Land Clearing and Site Preparation - Park of Commerce 88 Acres to perform said work for the amount of Three Hundred Forty Thousand Seven Hundred Fifty Dollars (\$340,750.00); and

WHEREAS, the City Commission of the City of South Bay desires to enter into the agreement between Boromei Construction Inc. for Land Clearing and Site Preparation - Park of Commerce 88 Acres, attached hereto as Exhibit "A".

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 South Bay, Florida, authorizes the City Manager to execute an agreement between Boromei Construction Inc. and the City of South Bay for Land Clearing and Site Preparation - Park of Commerce 88 Acres, attached hereto as Exhibit "A". Further, the City Manager shall take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 5th day of May 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Commerce Agreement No. HL313

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER HL313 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of South Bay, a local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6- Total Compensation Paid to Non-Profit Personnel Using State Funds

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2025 (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2027 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to \$875,000.00 in consideration for Grantee’s performance under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency

or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to

inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

- 5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's

business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30

days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents that subcontractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to

be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S. (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause

contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee’s employment eligibility.
3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY

EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy

any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
City Of South Bay	Massih Saadatmand
101 NW 1st Ave	335 SW 2nd Ave
South Bay, FL, 33493-0000	South Bay, FL, 33493
(561) 996-6751	(561) 996-6751
camell@southbaycity.com	saadatmandm@southbaycity.com

Commerce's Agreement Manager:

Bridgett Jackson
107 E. Madison Street
Tallahassee, FL, 32399
(850) 245-7459
bridgett.jackson@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

Prior to execution of this Agreement, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and

such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**Remainder of page left intentionally blank.
Attachments to follow after signature page**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

By

J. Alex Kelly
Signature

Title

Secretary

Date

10/28/2025

CITY OF SOUTH BAY

By

Leondrae D. Camel
Signature

Title

City Manager

Date

10/26/2025

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By:

Ryan Bourgojn

Approved Date:

10/28/2025

ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2025-2026 General Appropriations Act, line 2112A, appropriated Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00) to the City of South Bay (Grantee) for the South Bay Rail Regional Commerce Park Development Epicenter Project. (Project).

Funding under this agreement will be used for preliminary engineering and design of the development of the regional commerce park. The commerce park will serve as a hub for economic development in the Glades region, allowing the City the opportunity to market the commerce park to various corporate entities.

B. GRANTEE RESPONSIBILITIES: The Grantee will complete the following tasks:

- 1. Grantee shall complete predevelopment activities for the South Bay Rail Regional Commerce Park Development Epicenter Project to include but not limited to the following:
 - a. Site Work
 - i. Land Clearing
 - ii. Grading
 - iii. Earthwork
- 2. Grantee shall complete and submit to Commerce’s Agreement Manager a copy of the final Design, Engineering and Construction Plans and associated building permits for the South Bay Rail Regional Commerce Park Development Epicenter Project.
- 3. Provide Commerce copies of all contracts and subcontracts entered into in furtherance of the project, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with the Grantee’s policies and procedures, and with applicable law.

C. COMMERCE’S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce’s sole and absolute discretion, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Grantee shall complete predevelopment activities in accordance with Section B. of this Scope of Work.	Grantee may request reimbursement upon completion of predevelopment activities in accordance with Section B. of this Scope of Work, in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%. As evidence of percentage completion, Grantee shall submit the	Failure to meet the Minimum Level of Service shall result in non-payment.	\$350,000.00

		following: 1. AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete; and 2. Invoice package in accordance with Section F. of this Scope of Work.		
2	Design, Engineering and Construction Plans and associated building permits in accordance with Section B. of this Scope of Work.	Grantee may request reimbursement upon completion of design, engineering, and construction plan activities in accordance with Section B. of this Scope of Work, in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%. As evidence of percentage completion, Grantee shall submit the following: 1. AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete; and 2. Invoice package in accordance with Section F. of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment.	\$525,000.00
TOTAL AMOUNT NOT TO EXCEED: \$875,000.00				

COST SHIFTING: The deliverable amounts specified within the Deliverables section D table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **20.00%** of each deliverable total funding amount. Changes

that exceed **20.00%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

All compensation reports must:

- Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.
- Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
- Provide a detailed percentage breakout between State and Federal funding sources.

Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

- #### **F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:**
- Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this

Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Before and after photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
 - g. A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts, etc.);
 - h. For costs related to employee salaries, the following documentation shall be required:
 - 1) Identification of each employee who performed tasks under this Agreement;
 - 2) Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
 - 3) Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions and net pay;
3. Commerce may require any other information from Grantee that Commerce deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's SERA. Further instruction on SERA invoicing and reporting, along with a copy of

the invoice template, will be provided upon execution of the Agreement.

6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

- G. RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2025, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide with each quarterly report updates on the positive return on investment to the State that results from the Grantee's project and its use of monies provided under this Agreement.

- H. ADVANCE PAYMENT:** Grantee is allowed to request an advance amount of Agreement funding to ensure timely payment of costs. This advance shall not exceed the expected cash needs of the Grantee within the initial three months of the Agreement Period. Approval of an advance may be subject to prior approval by the Department of Financial Services, to the extent required by law. Any advance payment under this Agreement is subject to section 216.181(16), F.S. To ensure compliance with this directive:

1. Reconciliation of the advance will be conducted prior to your final reimbursement request. Failure to reconcile the advance payment as required may result in the withholding of future payments and may be considered a material breach of this Agreement.
2. The Grantee's performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future Agreements.
3. Grantee must maintain a separate interest-bearing account in a United States banking institution for funds provided under this Agreement, and remit interest earned on the account to Commerce within 30 days of expiration or termination of the Agreement, or apply interest earned against Commerce's obligation to pay under this Agreement.

All payments subsequent to the advance payment shall be made upon presentation of an invoice documenting expenditures and completeness as defined in Section F. of this Scope of Work.

- I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, 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.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit

complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project - **FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and
Community Development/ \$875,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK*

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is Yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If Yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is Yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If Yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart f, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount
\$0.00

MBE Participation Amount: MBE Percentage
\$0.00

DV Participation Amount: DV Percentage
\$0.00

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women
** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name: _____

Fiscal Year End (Month-Year): _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:

Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).

Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term: Invoice Number Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
	Name:		
	Signature:		
	Title:		
	Date:		

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2026, between:

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

and

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

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

- 1.1 CITY is in need of an independent contractor for improvements of land clearing and site preparation related to the Park of Commerce 88 ACRES.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the Contractor's statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2 STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary

to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

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

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

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

ARTICLE 3 COMMENCEMENT OF SERVICES

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

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal in the amount of Three Hundred Forty Thousand Seven Hundred Fifty & 00/100 Dollars (\$340,750.00); made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto.

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

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

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

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

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of

such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

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

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

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

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

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

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

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

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

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

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
PERFORMANCE BOND

9.1 The performance bond required for this contract shall be five percent (5%) of Bid

amount.

ARTICLE 10
CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11
TERM AND TERMINATION

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

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

11.3 The parties contemplate that the Agreement will be for a period of six (6) month term, with one (1) six (6) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

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

ARTICLE 13
MISCELLANEOUS

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

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

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

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, **CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 996-6751; sbcityclerk@southbaycity.com; 335 SW 2nd Avenue, South Bay, FL 33493.**

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

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

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

CONTRACTOR: Danny Boromei , President
Boromei Construction Inc
420B NW 3rd Street
Okeechobee, FL 34972

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

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

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

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

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

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

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

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit

"A" hereto, and as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral with exception of the requirements of the Grant Agreement HL313 between the City of South Bay and the Department of Commerce executed on or about October 28., 2025.

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

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

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

CITY OF SOUTH BAY

ATTEST:

Olivia Mejia, City Clerk

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY: _____

Danny Boromei, President
Boromei Construction Inc

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFP#2026-01
STATEMENT OF
WORK



Transmittal Letter

April 7, 2026

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

Re: Land Clearing and Site Preparation of Commerce 88 Acres

To Whom It May Concern:

Boromei Construction, Inc. is a licensed, insured and bonded General Contractor with an established presence in South Central Florida. We are a veteran-owned small business venture. We have successfully completed commercial and heavy civil construction projects for many years. Each project was completed on time and meeting the Owner's contract cost, schedule and performance requirements. Danny Boromei, Boromei Construction's owner and qualifier, has over 27 years of commercial, industrial, and civil construction experience. This experience includes numerous projects performed for municipalities throughout South Florida. These projects involved utility system work, primarily in the area of water, waste water, and storm water pump station construction and improvements. Boromei Construction takes extra care on all projects to create a minimal impact on the existing and/or surrounding structures and occupants. In addition, we have experience working in and around wetland areas; becoming extremely familiar with the necessary environmental monitoring procedures.

We appreciate your time and consideration. We look forward to working with you to meet your construction goals.

Sincerely;

A handwritten signature in blue ink, appearing to read "Danny Boromei", is written over a horizontal line.

Danny Boromei, President

Phone: 863.623.4314
Fax: 863.763.6337

License #CGC1508299

www.boromeiconstruction.com

420B NW 3rd Street
Okeechobee, FL 34972



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Tab 9	Proposed Work Schedule
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Tab 1

Phone: 863.623.4314
Fax: 863.763.6337

License #CGC1508299
www.boromeiconstruction.com

420B NW 3rd Street
Okeechobee, FL 34972

BID PROPOSAL FORM

Bid Proposal of Boromei Construction, Inc. to furnish all labor, materials, equipment, tools, construction equipment and machinery, utilities and other facilities and services necessary for the proper execution and completion for the Work set forth in the Proposal Documents for: **Land Clearing and Site Preparation – 88 Acres.**

All Bid Proposals shall include all sales taxes, all other applicable fees, and all requirements of the Bid Documents. The undersigned Proposer has carefully examined the Proposal Documents and the site(s) of the proposed work. The undersigned is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials called for by the Proposal Documents, in the manner prescribed therein and to the standards of quality and performance established by the City of South Bay, for the total lump sum price and within the time period designated in the spaces provided below:

TOTAL AMOUNT OF PROPOSAL

\$ 340,750.00

Written Out: Three hundred forty thousand seven hundred fifty Dollars and Zero Cents.

TIME FOR COMPLETION:

The Proposer warrants final completion of the Project within 135 calendar days of the City's issuance of Notice to Proceed.


Signature

Danny Boromei
Print Name

President
Title

4-7-2026
Date

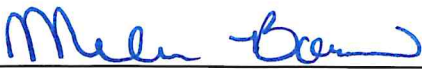
863-623-4314
Phone Number

420B NW 3rd Street Okeechobee, FL 34972
Address

863-763-6337
Fax Number

danny@boromeiconstruction.com
E-Mail Address

Witness or Attested by:


Signature

Melissa Boromei
Print Name



Tab 2

Phone: 863.623.4314
Fax: 863.763.6337

License #CGC1508299
www.boromeiconstruction.com

420B NW 3rd Street
Okeechobee, FL 34972

REFERENCE FORM
Land Clearing and Site
Preparation – 88 Acres
RFP #2026-01

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.

Project Name: Marten Transport Truck Parking Site

1. Customer/Client Marten Transport, LTD Prime Contractor : Texas Eco Pavers
Date of Services: October 2023 to May 2024
Description of Services: Refer to attached project decription
Contact Person: Derek Schutz
Address 4700 Rodger Marten Way Trucker, GA, 33755

Telephone Number: 281-787-6232 Email derek@texasecopavers.com
Fax N/A
Project Size: _____

2. Customer/Client Seminole Tribe of Florida Project Name: Brighton Skate Park
Date of Services: October 2023 to February 2025
Description of Services: Refer to attached project decription
Contact Person: Tanya McMillion
Address 6300 Stirling Rd. Hollywood, FL 33024

Telephone Number: 954-770-8571 Email Tanyamcmillion@semtibe.com
Fax N/A
Project Size: _____

3. Customer/Client City of Fort Pierce Project Name: Georgia Avenue Basin Water Quality Improvements
Date of Services: October 2022 to December 2023
Description of Services: Refer to attached project decription
Contact Person: Tracy Telle
Address 100 North US Hwy 1 Fort Pierce, FL 34950

Telephone Number: 772-467-3776 Email TTelle@cityoffortpierce.com
Fax N/A
Project Size: _____

VENDOR NAME Boromei Construction, Inc.
ADDRESS 420B NW 3rd Street Okeechobee, FL 34972
PRINTED SIGNATURE Danny Boromei
AUTHORIZED SIGNATURE 
PHONE # 863-623-4314 FAX# 863-763-6337 DATE 4-7-2026

REFERENCE FORM
Land Clearing and Site
Preparation – 88 Acres
RFP #2026-01

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client City of Fellsmere Project name: New York Avenue Sidewalks
Date of Services: July 2022 to July 2023
Description of Services: Refer to attached project description
Contact Person: Philip Lyon
Address 22 S. Orange Street Fellsmere, FL 32948

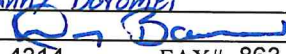
Telephone Number: 561-400-2511 Email plyon@aengineeringinc.com
Fax N/A
Project Size: _____

2. Customer/Client Manatee County Project Name: Buffalo Creek Parking Lot Improvements
Date of Services: July 14, 2023 to July 27, 2023
Description of Services: Refer to attached project description
Contact Person: David Shurmur
Address 1112 Manatee Ave West Bradenton, FL 34205

Telephone Number: 941-792-8784 Email david.shurmur@mymanatee.org
Fax N/A
Project Size: _____

3. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____

Telephone Number: _____ Email _____
Fax _____
Project Size: _____

VENDOR NAME Boromei Construction, Inc.
ADDRESS 420B NW 3rd Street Okeechobee, FL 34972
PRINTED SIGNATURE Danny Boromei
AUTHORIZED SIGNATURE 
PHONE # 863-623-4314 FAX# 863-763-6337 DATE 4-7-2026



Project Description

Project Name: **Marten Transport Truck Parking Site**

Description: BMPs, Erosion Control, Project Management, Asphalt Removal, Cut/Reshape Retention Area, Sod at Retention Area/Slopes to Property Line, Construct Overflow Weir, Pipe Structures per plans, Import Fill for the Proposed Grades, Concrete Driveway Entries, Curbing/Islands, Landscape, Material Testing, Spreader Swale, Land Gear Concrete Strips, Rip Rap at OF, Fine Grade Entire Site and Permits Fees.

Project Name: **Brighton Skate Park Upgrades**

Description: Remodel and repurpose existing restroom building; refinish and recondition of existing skate ramp; refinish and expand skate park concrete slab; new chain link fence and gates; installation of new bleachers, a new overhead airnasium, all associated mechanical electrical, plumbing (MEP), and civil/site work.

Project Name: **Georgia Avenue Basin Water Quality Improvements –**

Description: Various water quality improvements.

Project Name: **New York Avenue Sidewalks**

Description: Removal of existing concrete, clearing and grubbing, excavation, embankment, installation of inlets, pipe culverts, mitered end sections, form and pour new sidewalks and driveways, new asphalt, striping and signage and restoration.

Project Name: **Buffalo Creek Parking Lot Improvements**

Description: Removal of approximately 2" of dirt/gravel and installation of TruGrid Pro Plus system.



Tab 3

Phone: 863.623.4314
Fax: 863.763.6337

License #CGC1508299
www.boromeiconstruction.com

420B NW 3rd Street
Okeechobee, FL 34972



Equipment List

Year Make and Model

Hyundai Robex 290LC Trackhoe

2014 JCV 507 Lull

2007 Wacker Compactor DPU6055/Plate Tamp

2011 Wacker Compactor BPU4045A/Plate Tamp

2010 Wacker Compactor BPU3050A/Plate Tamp

2004 Kubota Mini Excavator

2016 Kubota Mini Excavator

2007 Bobcat T250 Skid Loader

2000 John Deere 444 Loader

2011 Doosan RX264H Jumping Jack

7 Foot Six Way Dozer Blade

2014 Caterpillar Model 324E1 – LR Hydraulic Excavator

2014 JCB Telescopic Forklift 507-42

Phone: 863.623.4314
Fax: 863.763.6337

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420B NW 3rd Street
Okeechobee, FL 34972



2019 Caterpillar 289D Skid Steer Loader

Facilities: 420B NW 3rd Street Okeechobee, FL 34972

Phone: 863.623.4314
Fax: 863.763.6337

License #CGC1508299
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420B NW 3rd Street
Okeechobee, FL 34972



Tab 4

Phone: 863.623.4314
Fax: 863.763.6337

License #CGC1508299
www.boromeiconstruction.com

420B NW 3rd Street
Okeechobee, FL 34972



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

LICENSE NUMBER: CGC1508299

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/12/2024

Do not alter this document in any form.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pritchards And Associates 1802 S Parrott Avenue Okeechobee FL 34974	CONTACT NAME: Shannon Lightsey		
	PHONE (A/C, No, Ext): 863-763-7711	FAX (A/C, No):	
E-MAIL ADDRESS: shannon@pritchardsinc.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Boromei Construction, Inc. 420B NW 3RD ST OKEECHOBEE FL 34972-4129	BOROCON-01	INSURER A : Southern Owners	10190
		INSURER B : Auto-Owners Insurance Company#~	18988
		INSURER C : FLORIDA WORKERS COMP / FWCJUA	
		INSURER D : CAPITOL SPECIALTY INS CORP	10328
		INSURER E : Scottsdale Ins Co.	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1927677199

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			72744569	4/1/2026	4/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			5174456900	7/6/2025	7/6/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			TBD	4/1/2026	4/1/2027	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	6G468910	5/21/2025	5/21/2026	PER STATUTE	OTH-ER
							E.I. EACH ACCIDENT	\$ 1,000,000
							E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Pollution			EV20200133-07	2/7/2026	2/7/2027	Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Tab 5

Phone: 863.623.4314
Fax: 863.763.6337

License #CGC1508299
www.boromeiconstruction.com

420B NW 3rd Street
Okeechobee, FL 34972



Key Personnel

Danny Boromei will be the personnel assigned to the project called Land Clearing and Site Preparation. Please refer the attached resume for Danny Boromei to see related work experience.

Phone: 863.623.4314
Fax: 863.763.6337

License #CGC1508299
www.boromeiconstruction.com

420B NW 3rd Street
Okeechobee, FL 34972



DANNY BOROMEI, President/ Project Manager/Superintendent

PROFESSIONAL LICENSES AND REGISTRATIONS

Certified General Contractor,
State of Florida, CGC 1508299

State of Florida Department of
Environmental Protection Qualified
Stormwater Management Inspector
Number: 20834

EDUCATION

High School Diploma Year Earned:
1985

Naval Aviation Academy Year
Earned: 1993

Continuing Education Courses in
Construction Industry Safety and
Management

CERTIFICATIONS

30-Hour OSHA Hazard Recognition
Training for the Construction Industry
– 2015

10-Hour OSHA Construction Safety
& Health

TECHNICAL COURSES

Florida Stormwater Regulations for
Contractors

Project Management Workshops

YEARS EXPERIENCE 25+

TECHNICAL EXPERTISE

Mr. Boromei has over 25 years of professional experience in construction, project management and quality control. Throughout his career he has demonstrated his skills in various roles including: Construction and Project Management, including Cost Control and Quality Assurance. Mr. Boromei's contributions have lead to the successful, safe and timely completion of our client projects.

EXPERIENCE HIGHLIGHTS - (Completed as President/Project Manager for Boromei Construction, Inc.)

- Brighton Skate Park Upgrades - Remodel and repurpose existing restroom building; refinish and recondition of existing skate ramp; refinish and expand skate park concrete slab; new chain link fence and gates; installation of new bleachers, a new overhead airnasium, all associated mechanical, electrical, plumbing (MEP), and civic/site work. Completed in February 2025
- Public Work Building Hardening – Replacement of roof, exterior door, windows, louvers and overhead doors. Added alternate for gutters and sown- spouts at building A and replacement of single louver in the adjacent pump building B.
- Phase 3 Infiltration Correction Services – Installation Pumps and Boxes- Sealing of city's sewer collection system from inflow and/or repairs of the system. Completed in November 2024
- Georgia Avenue Basin Water Quality Improvements- Various water quality improvements. Completed in December 2023
- Marten Transport Truck Parking Site- BMPs, erosion control, project management, asphalt removal,cut/reshape retention area, sod at retention area/slopes to property line, construct overflow weir, pipe structurers per plans, import fill for the proposed grades, concrete driveays entries, curbing/ilsands, landscape, material testing, spreader swale, land gear, concrete strips, rip rap at OF, fine grade entire site. Completed in October 2023

- New York Avenue Sidewalks – Removal of existing concrete, clearing and grubbing, excavation, embankment, installation of inlets, pipe culverts, mitered end sections, form and pour new sidewalks and driveways, new asphalt, striping and signage and restoration. Completed in July 2023
- Sewer System Replacement at Detention Center- The work includes demolition of existing mechanical screening equipment, washer/compactor, controls, and existing manhole; installation of a below-ground vault and new mechanical bar screen system with washer/compactor, controls and appurtenances; upgrades to the existing lift station; modifications to the existing gravity sewer system, electrical system upgrades and water service upgrades and associated site improvements. Completed in November 2022
- Data Flow System Antenna and Tower Replacement- Replace existing SCADA Data Flow System antenna and tower. Completed in September 2021
- Trap Line Bunker Modification-Palm Beach Shooting Sports Complex – Modify (5) existing trap unkm install conduit, concrete pads, construct custom PVC speaker housing, provide minor drainage and finish grading, top soil and sod. Complete in September 2021
- Lift Station 21 and Lift Station 24 Bypass Pump Improvements- Installing diesel pumps, concrete pads, suction and discharge piping, valves restoration. Completed in April 2021
- Leachate WWTP Sand Filter Repair & Rehabilitation – Repairs to sand filter including replacement of valves, rehabilitation of surface system, replace mesh screens and install new media in filter cells, replace level sensors, air compressor and air dryer and repair electric. Completed in April 2021
- Moss Pilot - Installation of a new soil bench, ramp, prefabricated slab, pipe and pump head, discharge weir, rip rap, fuel system, power pack, monitoring wells and site restoration. Completed in January 2021
- Marco Island RWPF Bleach Structures – Construction of bleach structures to house chemical feed pumps and four hypochlorite (bleach) tanks. Completed in November 2020
- CREW Siding Replacement – Exterior improvements to FL Fish & Wildlife residence including replace and install all T-111 with hardyboard siding and paint exterior. Replace all vented vinyl soffit. Fill in pool area, grade and lay sod. Completed in September 2020
- Construction of Four Pickleball Courts - Construction of four pickleball courts including posts/netting, court surfacing, installation of perimeter fencing, and site restoration. Completed in September 2020
- City of Mount Dora Restrooms – Furnish and install pre-fabricated restrooms. Completed in September 2020

- FL Fish & Wildlife Crew Handrail – Furnish labor, materials and equipment to replace and paint handrails and deck boards on west side of balconies. Completed in August 2020
- Bonnie Brook Pump Station Retrofit Modifying wet well structure to construct floor and wall corner fillets, a splitter wall, anti rotation baffles, floor splitters, suction umbrellas and to modify pump elevations. Completed in July 2020
- City of Cocoa Gateway Entry Sign – Installation of city entry gateway sign. Completed in July 2020
- Fort Pierce State Farmers Market Overhead Doors – Provide new commercial overhead doors at east loading dock for food and regulatory safety. Completed in June 2020
- Stuart WWTP Electrical Room Hardening – Construction of a CMU building around an existing electrical room and installation of a metal roof. Replace metal roof on an existing metal building. Completed in May 2020
- San Lucie Basin 2B Construction Driveways Furnish and install 82 driveway aprons to the existing homeowner driveways to the roadway. Each approximately 300SF. Completed in April 2020
- Softball Dugout Renovations – Project Manager. Project included installation of sun shades, dugouts and electrical rooms at three softball fields located at Harold Avenue Park. Completed in January 2020.
- Toho Water Authority Purchasing Warehouse Pipe Storage Facility – Project Manager. Furnish and erect a prefabricated building along with associated site work. Completed in December 2019.
- City of Belle Glade Torry Island Sanitary Sewer Improvements – Project Manager. Installation of sanitary sewer, electrical and water service upgrades at campground. Completed September 2019.
- City of Clewiston Police Department Building Renovation – Project Manager. Renovations to one story building including selective demolition, drywall, ceiling tiles, painting, plumbing, HVAC and electric. Completed June 2019.
- Hardee County Wauchula Hills WWTP PTF Headworks Improvements – Project Manager. Install one headworks influent bar screen along with dumpster concrete pads with gravity sewer drains. Completed February 2019.
- City of Okeechobee City Hall Door Replacement – Project Manager. Replacement of storefront doors at the City Hall. Completed December 2018.

EXPERIENCE HIGHLIGHTS – (Completed as Vice President/Project Manager of Close Construction, LLC)

- Brighton Seminole Indian Reservation Preschool (Adult Classroom) Bathroom Remodel – Vice President/Project Manager. Remodel (7) bathrooms and improve patio enclosures. Completed in September 2021.
- Southport Unit 5 Area City of Port St. Lucie, FL Vacuum Sewer Collection System – Vice President/Project Manager. Construction, testing and placing into operation of a vacuum sewage collection system, pumping station and sewage force main in predominately residential neighborhood. Completed in July 2020.
- North County Aquatic Flooring – Vice President/Project Manager. Replacement of existing epoxy flooring with Altro Aquarius equivalent in the Men's and Women's restrooms, locker rooms and shower areas. Completed in May 2019
- Okeechobee County Score Tower and Dugouts – Vice President/Project Manager. Replace metal roofs on score tower and eight dugouts. Completed in December 2018.
- Punta Gorda WWTP Bldg. Repairs – Vice President/Project Manager. Remove and replace existing windows, frames, remove and replace Gypsum Wallboard, stucco repairs. Completed in December 2018.
- City of Punta Gorda CONS-FIRELINEBAYFRT11625 – Vice President/Project Manager. Construct a fire protection line at Bayfront Hospital to the City's 12" water main. Completed October 2018
- Big Cypress RV Resort Slab Replacement – Vice President/Project Manager. Demolition, legal disposal and replacement services of the existing slabs. Completed in September 2018
- Sarasota County Batters Eye – Vice President. Repair damage to Batters Eye due to Hurricane Irma. Completed in February 2018.
- Douglas Brown Community Center Lift Station Improvements – Project Manager. Replace the existing sanitary sewer septic system that serves the Douglas Brown Community Center with a proposed pump station that meets current construction standards. Completed February 2018.
- Little League Concession Stand – Vice President. Demolish and reconstruct a two-story concession stand including electric, plumbing, framing, roofing and siding. Completed in November 2017.
- St. Lucie County Administration Building Drainage Connections – Project Manager. Drainage improvements including remove and dispose of existing outlets and concrete, installation of 3 new FDOT inlets, 18" RCP, pavement and restoration. Completed September 2017.
- Hollywood WTP Electrical Reliability Improvements – Project Manager. Construction of a vertical annex building to house redundant electrical equipment. Completed January 2017.
- Three Island Reuse Irrigation Project – Project Manager. Consist of approximately 3775 LF of new pressurized reuse irrigation main, and 10" DIPS HDPE DR9 to be installed via horizontal directional drilling. Completed April 2018.

- Gumbo Limbo Nature Center Phase I Boardwalk and Observation Tower – Project Manager. Demolition of existing boardwalk and observation tower. Installation of a new boardwalk and landscaping.
- PC South Algal Nutrient Removal Facility, Indian River County, Florida – Project Manager. Construction of an algal nutrient removal facility, storm water pumping stations, force mains, and associated peripheral systems. Completion: January 2015.
- Lake Holden Alum Treatment System Upgrades, Orlando, Florida – Project Manager. Upgrades to an Alum Treatment System including replacement of existing flow meters, control panels and pumps and included telemetry devices to convey flow rates wirelessly. Completed: March 2014
- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items. Project included construction of pervious parking, sidewalks, permeable pavers, clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage. Completed: February, 2014.
- Town of Hillsboro Beach Water Treatment Plant Improvements – Project Manager. Improvements to an existing Water Treatment Plant including construction of a chemical building and an electrical building. Completed in August 2013.
- Storm water System Improvements WM003 – St. Lucie West Services District, St. Lucie, Florida - Project Manager. Upgrades to existing storm water system, including, but not limited to, stilling wells, water level sensors, concrete structures, pipes, headwalls, slide gates, electric, control panels, RTU's, actuator motors, excavation, site work, and restoration. Completed: February, 2013.
- GT Lohmeyer Wastewater Treatment Plant – Project Manager. Removal and replacement of liquid oxygen tanks, public address system, grit classifiers; various concrete repairs, dewatering building concrete and odor control instrumentation. Completed in June 2012.
- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.
- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.

- Centerstate Bank, Okeechobee Branch - Project Manager. Construction of a 6200 SF bank including offices, teller line, work areas, self serve walk in vault of safety deposit boxes and a grand lobby area with a fully functional fireplace. Completed March 2012.
- G435 Pump Station – Project Manager. Construction of a new pump station including controls and automation; traveling bridge crane; traveling trash racks and integration into SCADA system; CMU structure; mechanical; electrical; plumbing. Completed in December 2011
- S-59 Concrete Repairs – Project Manager. Repairs to S-59 concrete spillway for South Florida Water Management District. Project was completed in June 2011.
- S-63 Concrete Repairs – Project Manager. Repairs to S-63 concrete spillway for South Florida Water Management District. Project was completed in June 2011.
- Indian River Estates Alum Facility, St. Lucie County, Florida – Project Manager. Construction and installation of a 5,025-gallon aluminum sulfate storage, two chemical metering pump skids each with two pumps on them, an eyewash shower and all piping, concrete labor and appurtenances. Completed: September 2009.
- Area 11A Reclaim Booster Pump Station, City of Delray Beach, Florida
Project Manager. Installation of (2) horizontal split case pumps, RTU, instrumentation, electrical upgrades, and tie-in all new components to existing reclaimed water piping. Completed: August, 2009.
- Indian River Estates Storm Water Improvements and Pump Station, St. Lucie County, Florida – Project Manager. The project entailed several storm water improvements in the Indian River Estates area and the Savannahs Preserve State Park in Port St. Lucie, Florida. It involved the construction of a pump station including (4) four Axial flow pumps. The pump station was housed within a CBS structure. It also included the construction of a 16-acre primary retention pond, 6,000 linear feet of levee, access road, outfall structure and overflow control structure. Completed: January, 2009.
- Platt's Creek Stormwater Treatment Alum Facility, St. Lucie County, Florida – Project Manager. Installation of six alum injection pumps, tank and prefab building, and associated site work. Completed: August 2008.
- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Manager. Developed a 60-acre residential subdivision. Work included clearing, earthwork, installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.



Tab 6

Phone: 863.623.4314
Fax: 863.763.6337

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420B NW 3rd Street
Okeechobee, FL 34972



Proposed Subcontractors

Scope of Work	Subcontractor Name
Land Clearing & Stie Development	Deleon Construction & Land Development, LLC

Phone: 863.623.4314
Fax: 863.763.6337

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Tab 7

Not Applicable to the Project

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Tab 8

Not Applicable to the Project

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Tab 9

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Okeechobee, FL 34972



Proposed Work Schedule

Estimated Duration: 75–90 Calendar Days (Approx. 2.5–3 Months)

Start Date: Upon Notice to Proceed

Phase Breakdown

1. Mobilization & Site Setup

- Duration: 5 Days
- Activities:
 - Equipment delivery and staging
 - Crew mobilization
 - Site access and logistics setup

2. Silt Fence Installation (Perimeter & BMP Controls)

- Duration: 10 Days
- Activities:
 - Full perimeter silt fence installation (~8,300 LF)
 - Stabilization at drainage and sensitive areas
- Notes:
 - May begin immediately after mobilization
 - Can overlap with mobilization

3. Land Clearing, Grubbing & Haul-Off

- Duration: 21–28 Days (3–4 Weeks)
- Activities:
 - Vegetation removal and grubbing
 - Root mass extraction
 - Loading, hauling, and offsite disposal

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Okeechobee, FL 34972



4. Backfill & Rough Grading

- Duration: 21–28 Days (3–4 Weeks)
- Activities:
 - Mass grading operations
 - Establishing site drainage
 - Redistribution of onsite materials

5. Final Cleanup & Demobilization

- Duration: 5 Days
- Activities:
 - Final grading touch-ups
 - Site cleanup
 - Equipment removal

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Tab 10

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420B NW 3rd Street
Okeechobee, FL 34972



Declaration

Boromei Construction, Inc. does not anticipate any deviations or inability to comply with any of the conditions, terms, or timelines of the summary of work.

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420B NW 3rd Street
Okeechobee, FL 34972



Tab 11

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420B NW 3rd Street
Okeechobee, FL 34972

DRUG-FREE WORKPLACE FORM

The undersigned Company, in accordance with Florida Statute 287.087 hereby certifies that
Boromei Construction, Inc. (Company) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1 through 5.

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

Date: 4-7-2026



Signature

420B NW 3rd Street Okeechobee, FL 34972
Office

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with the RFP 2026-01 Land Clearing and Site Preparation for THE CITY OF SOUTH BAY.
2. This sworn statement is submitted by Boromei Construction, Inc., whose business address is 420B NW 3rd Street Okeechobee, FL 34972 and (if applicable) its Federal Employer Identification (FEIN) is 20-1321621.
3. My name is Danny Boromei (please print name of individual signing) and my relationship to the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



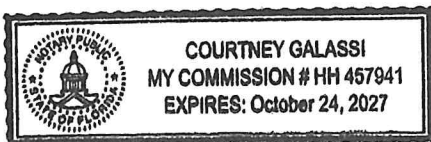
(Signature)

Date: 4-7-2026

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me this 7 day of April, 2026, by

Danny Boromei, President, (title) on behalf of Boromei Construction, Inc.. He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.




(Notary Signature)

Name: Courtney Galassi

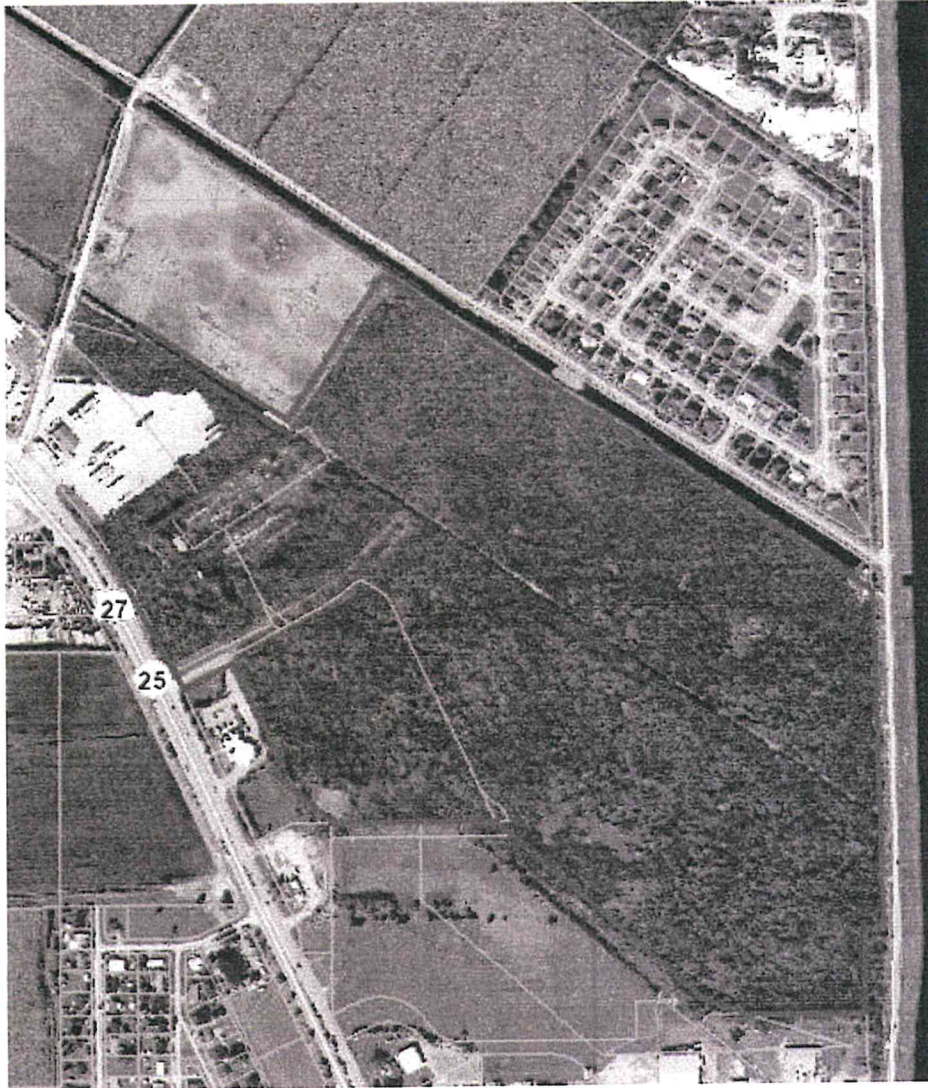
My Commission Expires: October 24, 2027

Commission Number: HH 457941

**RFP 2026-01
LAND CLEARING AND SITE PREPARATION
ADDENDUM NO.1**

PROPERTY CONTROL NUMBERS AND AERIAL

58-36-44-11-00-000-3020	4.20ac
58-36-44-11-00-000-7240	0.38ac
58-36-44-11-00-000-3130	2.07ac
58-36-44-11-00-000-7140	0.07ac
58-36-44-11-00-000-7260	11.89ac
58-36-44-11-00-000-7020	0.08ac
<u>58-36-44-11-00-000-3140</u>	<u>79.40ac</u>



Handwritten signature in blue ink, possibly reading "D. J. Bann".

RESOLUTION NO. 19-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY OF SOUTH BAY FOR THE CONSTRUCTION OF SW 11TH AVENUE IMPROVEMENTS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") and the State of Florida Department of Transportation ("FDOT") desires to enter a State-Funded Grant Agreement for the Construction of SW 11th Avenue Improvements; and

WHEREAS, FDOT is authorized under Sections 334.044 and 339.2818, Florida Statutes, to enter into the agreement and the City has the authority to enter the agreement and to undertake the construction of a county road; and

WHEREAS, required maintenance includes, but is not limited to, roadway reconstruction, drainage improvements, pedestrian safety improvements, and sidewalk replacement; and

WHEREAS, the contemplated construction will be along the following location: SW 11th Avenue from Dr. Martin Luther King, Jr. Blvd. to NW 2nd Street; and

WHEREAS, the City is required to provide a copy of the design plans for the FDOT's review and approval to coordinate permitting with FDOT, and notify FDOT prior to commencement of any right-of-way activities; and

WHEREAS, the term of this agreement will commence upon full execution of the agreement by both parties and the City shall complete the Project on or before December 31, 2027; and

WHEREAS, if this schedule cannot be met, the City will notify FDOT, in writing, with a revised schedule or the project is subject to the withdrawal of funding; and

WHEREAS, the issuance of FDOT Notice to Proceed for Construction activities such as project advertisement and contract award are subject to the submittal and approval of the agency production package. To be included: the 100% final plans,

specifications, final bid document(s), and estimated with all work shown within the right of way and applicable permits; and

WHEREAS, the City Commission of the City of South Bay desires to enter an agreement between FDOT and the City for the Construction of SW 11th Avenue Improvements and finds that it is in the best interests of the residents and the City.

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

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby true and correct and incorporated by reference.

Section 2. Accepting State-Funded Grant Agreement from FDOT. The City Commission of the City of South Bay hereby approves a State-Funded Grant Agreement between the State of Florida Department of Transportation (FDOT) and the City of South Bay for the Construction of SW 11th Avenue Improvements, attached hereto as Exhibit “A”.

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

PASSED and ADOPTED this 5th day of May 2026.

Joe Kyles, Mayor

Attested

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard

_____ (Yes)

_____ (No)

Commissioner Polk

_____ (Yes)

_____ (No)

Commissioner King

_____ (Yes)

_____ (No)

Vice-Mayor McKelvin

_____ (Yes)

_____ (No)

Mayor Kyles

_____ (Yes)

_____ (No)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

FPN: <u>456815-1-54-01</u>	Fund: <u>EM26</u> Org Code: <u>55043010404</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>93</u>	Contract No: _____	Vendor No: <u>VF-596-000-429-002</u>

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), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ FY 2025/2026 General Appropriation Act (GAA) Line Number 1871A , Local Transportation Project , CSFA 55.039

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 SW 11th Avenue Improvements, 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, 2027. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

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 \$2,096,750.38. 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 \$1,860,705.00 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.

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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.

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- 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

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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:

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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.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

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:

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"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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

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

RECIPIENT CITY OF SOUTH BAY

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: JOHN P.KRANE, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: Francine Steelman

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 456815-1-54-01

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: 1.379 MILES

Roadway ID:	MP From/ To:
86000451	0.99 / 1.005
86000451	0.99 / 1.005
93900392	0 / 0.219
93900392	0.219 / 0.451
93900410	0 / 0.302
93900411	0 / 0.238
93900412	0 / 0.108
93900413	0 / 0.265

PROJECT DESCRIPTION: The Construction of the SW 11th Avenue Improvements will include but not be limited to the following scope elements: Roadway reconstruction, Drainage improvements, Pedestrian safety improvements, and Sidewalk Replacement. The Construction will be along the following location: SW 11th Avenue from Dr. Martin Luther King, Jr. Blvd. to NW 2nd Street.

The Recipient shall provide completed signed and sealed plans, including but not necessarily limited to roadway and signing and marking plans.

Project plans shall be produced in accordance with the design criteria and standards for Class D projects. The Recipient is required to use Florida Greenbook, or an approved minimum design standard that is in conformity with the minimum criteria that is outlined in Florida Greenbook. The recipient is required to ensure that specifications are approved in advance. The recipient is responsible for the materials testing progress, along with ensuring that all consultants and contractors for said project are qualified.

The Recipient shall be responsible for coordinating, preparing, and holding all Project public involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for the Departments review with the Final Bid Submittal:

- Copies of all permits from applicable agencies.
- Copies of signed acceptances from the local maintaining agency/ City roadway signalization, lighting, and/ or landscaping.
- Level II Contamination Assessments (as needed)

d) Signed and sealed plans and specifications Packages, respectively.

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, 2027.

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:

Issuance of FDOT Notice to Proceed for Construction activities such as project advertisement and contract award is subject to the submittal and approval of the agency production package. To be included: the 100% final plans, specifications, final bid document(s), and estimates with all work shown within the right of way and applicable permits.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of South Bay 335 SW 2 nd Avenue South Bay, Florida 33493		FINANCIAL PROJECT NUMBER: 456815-1-54-01			
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	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	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	Maximum Department Participation (Local Transportation Project (GAA))	\$2,096,750.38	\$236,045.38	\$1,860,705.00	☐ In-Kind ☒ Cash
FY: 2026	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$2,096,750.38 %	\$236,045.38 %	\$1,860,705.00 %	
Construction Engineering and Inspection - Phase 64	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 :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$2,096,750.38	\$236,045.38	\$1,860,705.00	

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**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: SW 11th AVENUE IMPROVEMENTS

FPID#: 456815-1-54-01

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.

SEAL: By: _____, _____ P.E.
Name: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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 ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ FY 2025/2026 General Appropriation Act (GAA) Line Number 1871A, CSFA 55.039

***Award Amount:** \$1,860,705.00

*The state award amount may change with supplemental agreements

Specific project information for ALN 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 ALN 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 NO. 20-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH BURNADETTE NORRIS-WEEKS, P. A. TO INCREASE COMPENSATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on May 6, 2014, the City of South Bay appointed the law firm of Burnadette Norris-Weeks, P.A. as the City Attorney in accordance with Chapter 2 of the City Charter; and

WHEREAS, the law firm Burnadette Norris-Weeks, P.A. was selected as the top ranked candidate following a procurement process where presentations were made and on April 22, 2014; and

WHEREAS, due to the longstanding tenure and appreciated professional services, the City Commission of the City of South Bay desires to amend Section 4 of the Professional Services Agreement with the law firm to increase compensation to the budgeted amount of \$95,000.00; and

WHEREAS, the City Commission desires to authorize an amendment to the Professional Services Agreement to increase compensation consistent with Exhibit "A", attached hereto; and

WHEREAS, the City Commission finds that amending the agreement with the City Attorney to increase compensation is in the best interest of the City of South Bay.

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

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. Amending Professional Services Agreement. City Commission of the City of South Bay hereby approves an amendment to the Professional Services Agreement with Burnadette Norris-Weeks, P.A., in the form attached hereto as Exhibit "A".

Section 3. Repealing Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED and ADOPTED this _____ day of May 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Exhibit "A"

PROFESSIONAL SERVICES AMENDMENT

ORDINANCE 01-2026

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING ARTICLE VIII, ENTITLED "COMMISSION PROCEDURES", SPECIFICALLY AMENDING SECTION 2-311(D) ENTITLED "ORDER OF BUSINESS", TO MOVE THE ROSENWALD ELEMENTARY SCHOOL REPORT TO AN EARLIER POINT ON THE CITY COMMISSION AGENDA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to amend Article VIII, of the City's Code of Ordinances entitled "Commission Procedures", specifically Section 2-311(d) entitled "Order of Business", to move the Rosenwald Elementary School Report to an earlier point on the City Commission agenda; and

WHEREAS, the City Commission has determined that it would be in the best interests of the City to specifically amend the foregoing sections of the City's Code of Ordinances to allow for more effective time management and provide for a logical and transparent framework during City Commission meetings.

NOW THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending Article VIII, Section 2-311(d) of the City's Code of Ordinances entitled "Order of Business".

The City Commission hereby amends Article VIII, entitled "Commission Procedures," specifically Section 2-311(d) of the City's Code of Ordinances entitled "Order of Business", as follows:

ARTICLE VIII. COMMISSION PROCEDURES

(d) Order of business. At each regular meeting of the commission, the order of business shall be taken up for consideration and disposition in the following order:

- (1) Call to order, role call; moment of silence or prayer; Pledge of Allegiance;
- (2) Disclosure of voting conflicts;
- (3) Presentations/proclamations;
- (4) Rosenwald Elementary School report;
- (5) Opportunity for the public to address the commission;
- (6) Consent agenda;
- (7) Resolutions (non-consent) and quasi-judicial hearings, if applicable;
- (8) ~~Rosenwald Elementary School report;~~
- (8) Ordinances—First reading/second reading (public hearing);
- (9) Finance report;
- (10) City clerk report;
- (11) City manager report;
- (12) City attorney report;
- (13) Future agenda items;
- (14) Commissioner comments/For the good of the order;
- (15) Adjournment.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ____ day of _____ 2026.

PASSED SECOND READING this ____ day of _____ 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

ORDINANCE NO. 02-2026

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING ARTICLE VI OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "FINANCE" TO CREATE A NEW SECTION 2-260-A TO THE CITY'S PURCHASING CODE ENTITLED PUBLIC PRIVATE PARTNERSHIPS; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of South Bay, Florida, has established a purchasing code for the fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds; and

WHEREAS, the City Commission desires to amend Article VI of the City of South Bay's Code of Ordinances entitled "Finance" to create new section 2-260-A of its purchasing code to allow for the establishment of a Public Private Partnership process; and

WHEREAS, in 2013, the Florida Legislature enacted Chapter 2013-223, Laws of Florida, Section 2 of which governs public-private partnerships, as codified in Section 255.065, Florida Statutes; and

WHEREAS, in 2016, the Florida Legislature enacted Chapters 2016-153 and 2016-154, Laws of Florida, amending Section 255.065, Florida Statutes (the "P3 Statute" as amended from time to time); and

WHEREAS, in 2024, the Florida Legislature amended the P3 law pursuant to House Bill (HB) 781, which allows public entities to accept unsolicited proposals

without a public bidding process or solicitation process. Should a governmental entity engaging in a public bidding process decide to forego the competitive process for a particular project, it must hold an initial public meeting where the proposal is presented and affected public entities and members of the public are allowed to provide comments. Following this, a second public meeting must be held, where the governmental entity determines if the proposal is in the public's interest based on specified factors to include: 1) the benefits to the public; 2) financial structure and economic efficiencies; 3) qualifications and experience for the private entity; 4) compatibility with regional infrastructure plans; 5) public comments.

WHEREAS, public-private partnerships, while not defined in the P3 Statute, are commonly recognized as contractual agreements between a public body and the private sector that allow for greater private sector participation in the delivery of public projects; and

WHEREAS, the City of South Bay is a "responsible public entity" as defined in the P3 Statute, authorized to follow the processes described in the P3 Statute to establish a P3 for a "qualifying project" as defined in the P3 Statute; and

WHEREAS, the P3 Statute recognizes the authority of local governments to create procurement processes for qualifying projects, and does not limit a local government's existing authority to enter into agreements with the private sector, including authority from existing home rule powers; and

WHEREAS, the procedures for a P3 project will not apply when the City of South Bay procures stand-alone professional services, as defined in section 287.055,

Florida Statutes, or when it procures professional services for a design-build project outside the context of a P3 project, both of which will continue to be procured pursuant to Section 287.055, Florida Statutes; and

WHEREAS, to promote the efficient and effective use of the P3 method of project delivery, the City Commission finds it necessary to adopt uniform procedures to be used by both the City and private entities for the procurement of such projects consistent with Section 255.065, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SOUTH BAY,

FLORIDA:

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 That Article VI of the City of South Bay’s Code of Ordinances entitled “Finance” be amended to create new section 2-260-A to the City of South Bay’s Code of Ordinances and shall read as follows:

SECTION 2-260-A Public Private Partnership

Public/Private Partnership: Purpose and scope; applicability.

(a) (1) This section creates a uniform process for private entities and the City to engage in a public-private partnership (P3) consistent with Section 255.065, Florida Statutes.

(2) When considering a public project, the City may elect to (1) follow the P3 process outlined by this section; (2) follow any other legally available project delivery process, or not pursue the project.

(3) The procurement of P3 agreements by the City shall follow the provisions of this section. Requirements of other sections or articles of this Code shall not apply to procurements under this section unless such requirement is expressly included or incorporated by reference in the procurement documents.

(4) The City may develop and maintain a separate P3 policy containing more detailed procedures and requirements for entering into P3 agreements, consistent with this section.

(5) When the City procures stand-alone professional services, as defined in the Consultants' Competitive Negotiation Act, codified at section 287.055, Florida Statutes (2014), or when it procures professional services in the context of a design-build project, the City will not follow the P3 process, but will instead continue to comply with section 287.055, Florida Statutes.

(b) Definitions.

(1) City means the City of South Bay, Florida.

(2) Conceptual Proposal means an Unsolicited Proposal that includes conceptual information sufficient for the City to determine whether the proposed ideas are attractive enough to justify investment of City resources to undertake a process that may lead to formation of a contract to implement the ideas. A conceptual proposal shall include the requirements set forth herein.

(3) Detailed Proposal means a proposal (solicited or unsolicited) that contains detail beyond a conceptual level for which terms such as fixing costs, payment schedules, financing deliverables and project schedule are clear and defined.

(4) P3 means a Public-Private Partnership, which is an agreement between the City and a Private Entity that allows for greater private sector participation in the delivery of a City Qualifying Project.

(5) P3 Statute means Section 255.065, Florida Statutes, as amended.

(6) Private Entity means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.

(7) Proposal Review Fee means the fee paid by the Private Entity submitting an Unsolicited Proposal or by the Private Entity submitting a Detailed Proposal that competes with an Unsolicited Proposal.

(8) Qualifying Project means a facility or project that serves a public purpose, or a facility or infrastructure that is used or will be used by the public or in support of a public purpose or activity, as defined in the P3 Statute.

(9) Solicitation means a City initiated procurement process seeking offers (bids, proposals, or otherwise) for City projects.

(10) Unsolicited Proposal means a Conceptual Proposal or a Detailed Proposal that a Private Entity submits to the City on its own initiative, and not in response to Solicitation.

(c) Conceptual proposal.

(1) A Private Entity may submit a Conceptual Proposal to the City, to gauge the City's potential interest in pursuing the proposed project as a P3. A Conceptual Proposal is not required. A Private Entity may forego submitting a Conceptual Proposal and submit an unsolicited Detailed Proposal.

(2) A Private Entity must tender a Proposal Review Fee of \$5,000.00 with its Conceptual Proposal. The City will not review a Conceptual Proposal that is not accompanied by the payment of this fee. Payment must be made by cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.

(3) A Conceptual Proposal must contain sufficient information to inform the City about:

(i) The overall character of the proposed Qualifying Project,

(ii) The general experience of the Private Entity, and

(iii) The general strategies to ensure successful project delivery.

(4) Within thirty (30) business days after receipt of the Conceptual Proposal, the City will either (1) summarily reject the Conceptual Proposal and return the Proposal Review Fee or (2) accept the Conceptual Proposal for substantive review and notify the Private Entity of the anticipated time required for the City to complete the review of the Conceptual Proposal.

(5) If the City decides to accept the Conceptual Proposal for substantive review, the City will preliminarily assess whether:

(i) The proposed project is a Qualifying Project;

(ii) The proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.;

(iii) The proposed project is reasonably likely to satisfy the criteria established by the P3 Statute.

(6) Upon completion of review of the Conceptual Proposal, the City will notify the Private Entity in writing of the City's position regarding the proposed project. The City may:

a. Decide not to pursue the proposed project;

b. Decide to pursue the proposed project, or a similar project, using other procurement methods (in which, if open to private companies, the Private Entity may compete if otherwise qualified); or

c. Decide to continue considering the proposed project under the P3 Statute and request the Private Entity to submit a Detailed Proposal (which request shall not constitute a formal Solicitation).

(7) The City's disposition of a Conceptual Proposal does not limit its discretion or authority with respect to future projects, whether solicited or unsolicited.

(d) Unsolicited detailed proposals.

(1) A private entity may submit an unsolicited detailed proposal to the city to initiate the city's consideration of whether to deem the proposed project as a qualifying project and whether to pursue it further as a P3 project. The city is not obligated to pursue a project as a P3 project, even if the project satisfies the definition of a qualifying project. The city manager may seek input and direction

from the city commission whether to undertake a review of an unsolicited detailed proposal pursuant to this section.

(2) A private entity must tender a proposal review fee of \$25,000.00 with its detailed proposal, unless the private entity has already paid a fee for review of a substantially similar conceptual proposal, in which case the proposal review fee is \$20,000.00. The city will not review an unsolicited detailed proposal that is not accompanied by the payment of this fee. Within 30 business days after receipt of the unsolicited detailed proposal and proposal review fee, the city, through the city manager or designee, will either summarily reject the unsolicited detailed proposal and return the proposal review fee or accept the unsolicited detailed proposal for substantive review. Unless the city chooses to summarily reject an unsolicited detailed proposal prior to conducting a substantive review, the proposal review fee is non-refundable. Payment must be made by cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.

(3) If the initial proposal review fee is insufficient to cover the city's costs to evaluate the proposal, the city will request, in writing, the additional amounts required. As permitted by the P3 Statute, the city's evaluation costs include, but are not limited to, fees for financial and technical advisors or consultants, and for other necessary advisors or consultants. If the private entity does not tender the additional requested amount with 30 days of the written request, the city may, in its sole discretion, stop its review of the proposal.

(4) An unsolicited detailed proposal must contain information sufficient to inform the city about: the detailed quality and character of the proposed qualifying project; the detailed experience and capacity of the private entity; and the detailed financial and implementation strategies to ensure successful project delivery. This information should include the following:

(i) A description of the private entity, including name, address, type of organization, and legal structure.

(ii) Name and complete contact information of the primary point of contact for the unsolicited detailed proposal.

(iii) Names and experience of proposed key project personnel.

(iv) Type of support needed, if any, from the city, for example, facilities, equipment, materials, personnel, financial resources, etc.

(v) Identification of any proprietary data used and the manner in which it is used.

(vi) Identification of any outside entities or professionals the private entity has or intends to consult with respect to the project.

(vii) The names of any other federal, state, or local agencies receiving a similar proposal from the private entity.

(viii) A complete discussion of the objective of the project, the method of approach, the nature of the anticipated results, and the characteristics that make it a qualifying project worthy of pursuit by the city.

(vix) A detailed overview of the proposed business arrangements, including the plan for the development, financing, and operation of the project.

(x) A preliminary project schedule.

(xi) A detailed financial analysis of the proposed project.

(xii) Specification as to when the pricing or terms of the proposal will expire.

(5) In considering an unsolicited detailed proposal, the city may require from the private entity a technical study, such as a financial analysis or feasibility study, prepared by a nationally recognized expert with experience in preparing such analyses and studies for bond rating agencies. In evaluating the technical study, the city may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of external advisors or consultants who have relevant experience.

(6) Within 90 business days after receipt of the unsolicited detailed proposal, the city will notify the private entity in writing of the city's decision either to reject the unsolicited detailed proposal, proceed with the unsolicited detailed proposal for competitive review or proceed with the unsolicited detailed proposal, unless this timeframe is extended as described below. During this period, the city may meet with the private entity to gain a deeper understanding of the unsolicited detailed proposal, and the city may request that the private entity submit additional information. These meetings will be preliminary in nature, and will not include or constitute substantive negotiation of agreement terms. In considering whether to accept the unsolicited detailed proposal for competitive

review, the city will assess whether: the proposed project is a qualifying project; the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; the proposed project is reasonably likely to satisfy the criteria established by the city for P3 projects. The city may determine that it requires more than 90 business days to complete its review of the unsolicited detailed proposal and this assessment, in which case it will notify the private entity in writing of how much time will be required. The city manager may seek input and direction from city commission whether to reject an unsolicited detailed proposal or proceed with an unsolicited detailed proposal as set forth herein.

(7) An unsolicited detailed proposal may be rejected by the city at any time. The city has complete discretion and authority to reject any unsolicited proposal it receives.

(8) If an unsolicited detailed proposal involves architecture, engineering or landscape architecture, the city will engage licensed professionals for review and evaluation of the initial and any subsequent proposals, in accordance with the P3 Statute.

(e) Solicited detailed proposals.

(1) The City may on its own initiative determine to issue a Solicitation inviting Private Entities to submit Detailed Proposals for any opportunity that the City has identified as a Qualifying Project.

(2) Any Solicitation that the City issues under the authority of the P3 Statute will identify the P3 Statute and the City's related Code sections as the governing procurement process. The Solicitation documents will specify information necessary for interested parties to understand and respond to the Solicitation.

(3) If a Solicitation under the P3 Statute includes design work, the Solicitation will include a design criteria package prepared by a licensed architect, landscape architect, or engineer engaged by the City in accordance with section 255.065(3)(c), Florida Statutes.

(4) The City is not obligated to proceed under the P3 Statute when soliciting proposals, and may follow any legally available procurement process, regardless of whether the project qualifies as a Qualifying Project and regardless of whether the ultimate transaction may be characterized as a P3.

(f) *Competitive review of detailed proposals.*

(1) If the city commission gives directions to proceed with an unsolicited detailed proposal for competitive review, the city will advertise the potential opportunity and receive competing detailed proposals.

(i) The advertisement will include: a general description of the qualifying project; an invitation to submit a competing detailed proposal for the qualifying project, which may propose the identical project, a functionally equivalent project, or an alternative project that achieves the same purpose or uses the same city resources as the proposed project; information about how to obtain more detailed information; and a due date for responding, which ordinarily will be 45 days

after initial publication, but which may be up to 120 days as the circumstances warrant.

(ii) The city will advertise the potential opportunity in the Florida Administrative Register at least once a week for two consecutive weeks; in a newspaper of general circulation within the city at least once a week for two weeks, the first of which shall be published at least 21 days prior to the due date for competing proposals; on the city's website and in the same manner as competitive solicitations; and at city hall in the same manner as other public notices issued by the city.

(2) Whether received in response to a solicitation under the P3 Statute and this section, or in response to a competitive review advertisement concerning an unsolicited detailed proposal, within 30 days after the receipt of all competing detailed proposals the city manager, with the assistance of staff, will undertake review of the proposals and coordinate negotiations concerning the qualifying project. The city manager may rely on subject matter experts and staff for information gathering and administrative work, but the city manager alone will possess and exercise authority for all recommendations to city commission concerning the detailed proposals.

(3) The city manager, with the assistance of staff, will review the detailed proposals and determine whether to allow initial oral presentations, interviews, or discussions for the purpose of gaining deeper understanding of the detailed proposals. The city manager is not required to entertain initial oral presentations,

interviews, or discussions with a private entity. Any oral presentations, interviews, or discussions will be limited to reviewing and discussing information contained in the detailed proposals, and will not include or constitute substantive negotiations related to any detailed proposal or the qualifying project.

(4) Within 90 days after receipt of proposals, or after the final oral presentation, interviews or discussions, whichever is later, the city manager will rank the detailed proposals in order of preference. The city manager may use any reasonable method to rank the detailed proposals, and is not required to numerically score them. In ranking the detailed proposals, the city manager will consider the private entity team members' professional qualifications and experience, the proposed general business terms, innovative project delivery terms (including finance, design, construction, maintenance, and operation, as applicable to the particular circumstance), and any other factors indicated in the advertisement or solicitation.

(5) Following the ranking of detailed proposals, the city manager will present the highest-ranking proposal to city commission for further consideration.

(g) Additional procedures for unsolicited proposals

The city may also choose to proceed with a detailed unsolicited proposal without engaging in the competitive review process set forth above, by following the steps as set forth herein:

(1) The city shall hold a duly noticed public meeting at which the unsolicited proposal is presented and affected public entities and members of the public will be able to provide comment on the unsolicited proposal. For an unsolicited proposal that city commission chooses to undergo a competitive review process, this first public meeting shall occur after the competing proposals are submitted, reviewed, and ranked by the city manager, and direction is given by;

(2) After the first public meeting, the city shall hold a second duly noticed public hearing for city commission to determine whether the unsolicited proposal is in the public's interest. In making this determination, the city must consider all of the following factors:

(i) The benefits to the public;

(ii) The financial structure of, and the economic efficiencies achieved by the proposal;

(iii) The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project;

(iv) The proposed project's compatibility with regional infrastructure plans;

(v) Public comments submitted at the prior meeting, including a statement of findings explaining why the proposal should proceed and addressing the public's comments.

(3) If the city chooses to proceed with an unsolicited detailed proposal pursuant to this section and does not undergo the competitive advertising and review

process, the city shall publish in the Florida Administrative Register for at least seven days a report that includes all of the following:

- (i) The public interest determination required by subsection (2) above;
- (ii) The factors considered in making such public interest determination; and
- (iii) The city's findings based on each considered factor.

(f) Negotiation and approval of agreements

(1) Whether in response to a solicitation under the P3 Statute and this ordinance, or once city commission has undergone the first public hearing for an unsolicited proposal, following direction to proceed by city commission, the city manager, with the assistance of staff, may commence negotiations with the private entity responsible for the selected proposal in accordance with the P3 Statute and this article. The city manager may seek city commission input and direction on whether to commence negotiations with the private entity responsible for the selected proposal.

(2) The city manager may recommend to city commission that the city and the private entity enter into an interim agreement as described in the P3 Statute.

(3) The city manager may recommend to city commission that the city and the private entity enter into a comprehensive agreement as described in the P3 Statute.

(4) In deciding whether to enter into a comprehensive agreement, the city commission will consider and determine all reasonable factors, including but not limited to:

- (i) Whether the proposed project is a qualifying project.
- (ii) Whether the qualifying project is in the public's best interest for an unsolicited proposal.
- (iii) Whether the qualifying project involves a facility that is owned by the city or for a facility for which ownership will be conveyed to the city. For an unsolicited proposal where ownership will not be conveyed to the city within ten years after initial public operation begins, the public benefits apart from ownership must be identified and stated by the city in the public interest determination.
- (iv) Whether the comprehensive agreement has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default by the private entity or cancellation of the qualifying project by the city.
- (v) Whether the comprehensive agreement has adequate safeguards in place to ensure that the city or the private entity has the opportunity to add capacity to the qualifying project or other facilities serving similar predominantly public purposes.
- (vi) For a solicited proposal, whether the qualifying project will be owned by the city upon completion or termination of the project and payment of amounts financed.
- (vii) Whether there is a public need for or benefit derived from the qualifying project.

(viii) Whether the estimated cost of the qualifying project is reasonable in relation to similar facilities.

(ix) Whether the comprehensive agreement will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.

Before entering into a comprehensive agreement, the city shall have considered the finance plan, the qualifying project cost, revenues by sources, available financing, major assumptions, internal rate of return on private investments, if governmental funds are assumed in order to deliver a cost-feasible, and a total cash-flow analysis beginnings with the implementation of the project and extending for the term of the comprehensive agreement, and any other matters which are set forth in the P3 Statute.

(h) Public records

If a private entity believes that any information it submits to the city is exempt from the public records law under any additional statutory exemptions, the private entity must expressly identify the statutory basis of the claimed exemption and segregate the exempt information.

Section 3. Severability.

It is declared to be the intent of the City, that if any section, subsection, paragraph, sentence, clause or provision of this Ordinance be held invalid, the remainder of this Ordinance shall not be affected.

Section 4. Inclusion in Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 5. Conflict and Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith are hereby repealed.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ____ day of _____ 2026.

PASSED SECOND READING this ____ day of _____ 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Meija, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

ORDINANCE NO. 03-2026

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED, "GENERAL FEE SCHEDULE", OF THE CITY'S CODE OF ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1969, the City of South Bay Commission established business tax receipts in accordance with Chapter 205, Florida Statutes; and

WHEREAS, Section 205.0535, Florida Statutes, allows municipalities to increase the rate of local business taxes up to five percent (5%) every other year by ordinance enacted by a vote of a majority plus one vote of the governing body; and

WHEREAS, on March 5, 2024, the City Commission of the City of South Bay increased the Local Business Tax in accordance with Chapter 205, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending Chapter 30, Article II, Section 30-38, Entitled "General Fee Schedule" in entirety, using the new numbers reflecting an increase for code incorporation as forth below;

Sec. 30-58. General fee schedule.

The amount which shall be paid by the several firms, persons, corporations or associations engaged in or managing businesses, professions or occupations for which a license is required, other than is specifically set forth elsewhere in this Code, are hereby and required as follows:

Business Tax Receipt Fees by Category

A

Aircraft:

School operators, operators for hire or commercial purposes....	\$127.63	<u>\$134.01</u>
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Astrologist, clairvoyant, fortuneteller, mindreader, palmist, phrenologist, etc...	\$191.45	<u>\$201.03</u>
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Auctioneers:

Per day.....	\$23.71	<u>\$24.90</u>
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Per year.....	\$598.65	<u>\$628.58</u>
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[Auto] wreckers and tow cars. Person using what are commonly termed "wreckers" for the purpose of towing or transporting wrecked or disabled automobiles, whether such activity is incidental to or connected with any other business or not, and operating on streets of the city. Proof of insurance coverage shall be confirmed at the time of payment of the tax.

Operating from one to three vehicles.....	\$63.82	<u>\$67.01</u>
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Four to six vehicles.....	\$159.54	<u>\$167.52</u>
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Seven or more vehicles.....	\$256.45	<u>\$269.27</u>
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Auto wrecking company.....	\$119.73	<u>\$125.72</u>
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Automobile or motor vehicle repair shops, engaged in the repair of motor vehicles including painting, top, body, upholstering, window tinting or other repairs.....	\$128.23	<u>\$134.64</u>
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Automobile or motor vehicle storage, impound lot or parking lot where a charge is made:

Five-to ten-car capacity.....	\$15.80	<u>\$16.59</u>
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11- to 20-car capacity.....	\$24.93	<u>\$26.18</u>
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21-to 50-car capacity.....	\$58.69	<u>\$61.91</u>
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51-to 75-car capacity.....	\$79.62	<u>\$83.60</u>
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76-to 100-car capacity.....	\$119.73	<u>\$125.72</u>
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Over 100-car capacity.....	\$159.54	<u>\$167.52</u>
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Automobile service stations, washing, polishing, greasing, lubricating, and like servicing of automobiles, selling gasoline and oil, but not to include repair work or the sale of merchandise where a license tax is otherwise required by this Code.....	\$95.72	<u>\$100.51</u>
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Automobile wrecking or used car parts dealers.....	\$191.45	<u>\$201.03</u>
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Automobiles or motor vehicles:

New car dealers and used car dealers.....~~\$95.72~~ \$100.51

Motorcycles and minibikes:

Dealers.....~~\$95.72~~ \$100.51

Rentals.....~~\$95.72~~ \$100.51

Repairs.....~~\$51.06~~ \$53.61

B

Banks and building or savings and loan association, not within the classification of finance companies, loan companies, money lenders, pawnbrokers, or salary purchasers, except as otherwise provided by law:

With less than \$10,000,000.00 of savings deposits, including time deposits.....~~\$797.67~~ \$837.55

With \$10,000,000.00 and less than \$25,000,000.00, including time deposits...~~\$1,196.36~~ \$1,256.18

With \$25,000,000.00 and less than \$50,000,000.00 of savings deposits, including time deposits.....~~\$1,595.37~~ \$1,675.14

With \$50,000,000.00 and over in savings deposits, including time deposits.....~~\$2,393.03~~ \$2,512.68

Remote service terminal, each location.....~~\$797.67~~ \$837.55

Barbershop or beauty parlor:

One chair.....~~\$35.87~~ \$37.66

Each additional chair.....~~\$11.85~~ \$12.44

Bicycle repairing only.....~~\$21.58~~ \$22.66

Dealers with repair.....~~\$35.87~~ \$37.66

Combination of dealer and repairing.....~~\$59.87~~ \$62.86

Billboards, \$.05 per square feet minimum tax for each board.....~~\$11.25~~ \$11.81

Boot and shoe repair shop:

Using machinery.....~~\$35.87~~ \$37.66

Repair shop alone, hand workers only.....~~\$24.01~~ \$25.21

Bootblack stand:

In connection with a barbershop or other business.....No charge

Each chair, not connected with other business.....~~\$12.46~~ \$13.08

Broker, merchandise, lumber and other goods.....~~\$107.88~~ \$113.27

Broker in produce and packinghouse combined.....~~\$119.73~~ \$125.72

C

Candy manufacturers.....~~\$127.62~~ \$134.00

Card writing, cutting or engraving, not connected with other business.....~~\$12.46~~ \$13.08

Cleaning and blocking hats, each.....	\$24.01	<u>\$25.21</u>
Coin-operated machines: Skill games, pinball machines, pool tables, slot or coin-operated, when legally permitted, each machine.....	\$31.91	<u>\$33.51</u>
Coin-operated machines, musical-Victrolas, electrical phonographs and other musical devices, for each machine.....	\$95.72	<u>\$100.51</u>
Contractor:		
Engineering (including bridge, bulk heading, drainage and sewer excavating, sewer construction, dredging, irrigation system, seawalls, sidewalks and street grading and paving and similar work).....	\$119.73	<u>\$125.72</u>
General building (all lines except electrical and plumbing).....	\$119.73	<u>\$125.72</u>
Sign painting (including erection of nonelectrical signs).....	\$119.73	<u>\$125.72</u>
Cool drink or ice cream stands, not connected with other business.....	\$35.87	<u>\$37.66</u>
D		
Dairy, retail, per truck.....	\$24.01	<u>\$25.21</u>
Dancing halls.....	\$119.73	<u>\$125.72</u>
Dressmaking shops (This shall not be construed to include home dressmaking where no materials are sold for furnished.).....	\$12.46	<u>\$13.08</u>
E		
Electrical light companies.....	\$239.16	<u>\$251.12</u>
Express companies.....	\$119.73	<u>\$125.72</u>
F		
Fender and body work.....	\$35.87	<u>\$37.66</u>
Fertilizer factory.....	\$1,084.85	<u>\$1,139.99</u>
Fruit and vegetable stands, not connected with other business.....	\$35.87	<u>\$35.87</u>
Fruit and vegetables or other merchandise when sold from freight cars, per car.....	\$24.01	<u>\$24.01</u>
G		
Garage storage, each space.....	\$2.44	<u>\$2.56</u>
Public, for purpose of storing, housing, repairing, and selling automobiles and motor vehicles and accessories and petroleum products.....	\$107.58	<u>\$112.96</u>
Gas companies.....	\$107.58	<u>\$112.96</u>
Gasoline dealers:		

Retail.....	\$59.87	<u>\$62.86</u>
Wholesale.....	\$119.73	<u>\$125.72</u>
Groceries:		
Grocery store (less than 5,000 square feet).....	\$255.27	<u>\$268.03</u>
Supermarket (over 5,000 square feet but under 7,500 square feet).....	\$510.51	<u>\$536.04</u>
Supermarket (over 7,500 square feet but under 10,000 square feet).....	\$1,021.03	<u>\$1,072.08</u>
Gymnasium.....	\$11.85	<u>\$12.44</u>
H		
Halls for hire.....	\$11.85	<u>\$12.44</u>
Hawkers or street vendors:		
Of proprietary or patented articles from house to house or on the streets, per day.....	\$35.87	<u>\$37.66</u>
Of proprietary or patented medicines, or other preparations purporting to possess medical virtues, per day.....	\$35.87	<u>\$37.66</u>
Hides, raw wool, furs, skins or feathers, alone.....	\$11.85	<u>\$12.44</u>
Hotel, rooming house or apartment, etc., containing:		
One room up to 19 rooms, per room, per year.....	\$2.44	<u>\$2.56</u>
20 rooms and less than 30 rooms, per year.....	\$48.36	<u>\$50.78</u>
30 rooms and less than 40 rooms, per year.....	\$68.59	<u>\$72.02</u>
40 rooms and less than 50 rooms, per year.....	\$83.57	<u>\$87.75</u>
50 rooms and less than 75 rooms, per year.....	\$95.72	<u>\$100.51</u>
75 rooms and less than 100 rooms, per year.....	\$107.58	<u>\$112.96</u>
100 rooms and less than 150 rooms, per year.....	\$119.93	<u>\$125.72</u>
150 rooms and less than 250 rooms, per year.....	\$131.57	<u>\$138.15</u>
250 rooms or more, per year.....	\$143.73	<u>\$150.92</u>
I		
Ice manufacturers or cold storage plant.....	\$119.73	<u>\$125.72</u>
Insurance, agent (life) for each company represented.....	\$57.74	<u>\$60.63</u>
Agents, any and all other companies, each.....	\$11.85	<u>\$12.44</u>
Insurance company, each company doing business within the city.....	\$57.74	<u>\$60.63</u>
L		
Launderette (ten machines or less).....	\$79.92	<u>\$83.92</u>
Each additional machine.....	\$7.91	<u>\$8.31</u>
Laundries, hand.....	\$24.01	<u>\$25.21</u>

Laundry and dry cleaning:		
Dry cleaning plant or pressing clothing or pressing club.....	\$111.53	<u>\$117.11</u>
Each employee.....	\$10.03	<u>\$10.53</u>
Lecturer, educational or otherwise when charges are made.....	\$24.01	<u>\$25.21</u>
Locksmiths.....	\$35.87	<u>\$37.66</u>
Lunch or sandwich sold other than from stand.....	\$11.85	<u>\$12.44</u>
M		
Manicurist, face massaging and hair dressing with fingers (no machine):		
In barbershop or beauty parlor.....	\$17.92	<u>\$18.82</u>
Manufacturing or factories:		
Awnings and tents.....	\$114.87	<u>\$120.61</u>
Boxes or containers, except metal manufacturers.....	\$256.45	<u>\$269.27</u>
Broom factories.....	\$89.34	<u>\$93.81</u>
Medicine shows, per day.....	\$119.73	<u>\$125.72</u>
Merchants, wholesale and/or retail dealers in lumber or building materials, storekeepers, druggists, furniture dealers, jewelers, hardware or other goods wares and merchandise having stock and equipment valued:		
Up to \$1,000.00.....	\$47.70	<u>\$50.09</u>
Next \$5,000.00, per \$1,000.00.....	\$11.85	<u>\$12.44</u>
Next \$10,000.00, per \$1,000.00.....	\$6.08	<u>\$6.38</u>
Merry-go-round or other riding devices, per day.....	\$107.58	<u>\$112.96</u>
Messenger service.....	\$24.01	<u>\$25.21</u>
N		
News depot.....	\$11.85	<u>\$12.44</u>
O		
Oil tank delivery wagons, each retail only.....	\$35.87	<u>\$37.66</u>
Optical goods, knives, jewelry, or similar articles, when sold from stands.....	\$35.87	<u>\$37.66</u>
Optician or manufacturer of eye glasses alone, when merchant's tax is not paid on business.....	\$35.87	<u>\$37.66</u>
P		
Parcel delivery.....	\$24.01	<u>\$25.01</u>
Pawnbrokers.....	\$239.16	<u>\$251.12</u>

Pawnbrokers selling other than articles taken on pledge shall be considered merchants. Each person engaging in the business of a pawnbroker or conducting a pawnbroking shop in the city shall keep a record and shall make a daily written report to the law enforcement officers of the city, or other designated city representative, of every article or thing pawned or purchased by him, said report and record to specify the articles or things clear and positive; and such persons aforesaid shall hold their shop open to visitation or inspection by the law enforcement officers of the city. The refusal of any pawnbroker to submit to such visitation or inspection is a violation. Any such violation will be punished as provided in section 1-14.

Peddler or dealer in dry goods, notions, jewelry, medicines, drugs, clothing, groceries, household goods, perfumes, fruit, vegetables, fish, meat, sundries, radio, phonographs, cosmetics or cigarettes:

On foot, per year, each person.....	\$797.67	<u>\$837.55</u>
Or per day, each person.....	<u>\$119.73</u>	<u>\$125.72</u>
From a vehicle, per year, each.....	\$797.67	<u>\$837.55</u>
Or per day, each person.....	<u>\$119.73</u>	<u>\$125.72</u>
Peddlers of ice, each truck per year.....	\$797.67	<u>\$837.55</u>
Or each truck, per day.....	<u>\$119.73</u>	<u>\$125.72</u>

Applicants for business tax receipts shall first comply with the applicable portions of chapter 20.

Provided, peddlers of fresh vegetables and fresh fruit grown by that peddler and possessing a current certificate from a county agent as proof thereof shall be exempt from any business tax as provided by the general state law, providing that the peddler has complied with chapter 20.

Photographers, cameramen, photofinishers, or otherwise engaged in business of taking, finishing or selling photography.....~~\$57.74~~ \$60.63

If cameras, photographic supplies or other merchandise are sold, a merchant's business tax is also required.

In addition to the tax hereinabove provided for, there is hereby levied and imposed upon every person engaged in the occupation of a salesman or solicitor for any photographer, cameraman or other person engaged in the business of portrait enlarging, copying, coloring or finishing, ferrotype or crayon artist whether such salesman or solicitor be resident, transient or itinerant and who solicits orders from the general public for the taking of photographs or exposures therefor, the enlargement, copying, coloring or finishing of portraits or crayon sketches through the sale of coupons, tokens, or other similar device for a valuable consideration or for which an advance deposit of money is paid or delivered to such salesman or solicitor business tax of ~~\$54.99~~ \$57.74 per annum, or any fraction thereof. No salesman or solicitor as mentioned herein shall engage in such activity within the city without paying such tax.

Piano tuners and instrument repairers.....	<u>\$11.85</u>	<u>\$12.44</u>
Plating, gold, silver or nickel.....	<u>\$24.01</u>	<u>\$25.21</u>
Pool tables operating for profit, per table.....	<u>\$24.01</u>	<u>\$25.21</u>
Popcorn or peanut vendors, operating or maintaining a stand.....	<u>\$24.01</u>	<u>\$25.21</u>

Postcard stand, not connected with other business.....	\$24.01	<u>\$25.21</u>
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Produce:

Produce broker and packinghouse.....	\$119.73	<u>\$125.72</u>
Produce brokers, each.....	\$59.87	<u>\$62.86</u>
Packinghouse operator.....	\$119.73	<u>\$125.72</u>

R

Railroad companies.....	\$239.16	<u>\$251.12</u>
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Real estate appraiser.....	\$128.23	<u>\$134.64</u>
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Real estate broker.....	\$159.54	<u>\$167.52</u>
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Salesman.....	\$79.93	<u>\$83.93</u>
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Restaurants, restaurant seating-Chairs, cushions, tables, booths (not counter seats):

1 to 20 chairs.....	\$29.79	<u>\$31.28</u>
21 to 40 chairs.....	\$39.82	<u>\$41.82</u>
41 to 100 chairs.....	\$69.90	<u>\$73.40</u>
Over 100.....	\$149.51	<u>\$156.99</u>

Roller skating rink, per year, in advance.....	\$179.60	<u>\$188.58</u>
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S

Shooting gallery (not to be operated after 11:00 p.m.).....	\$119.73	<u>\$125.72</u>
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Stenographer, public, each stand.....	\$11.85	<u>\$12.44</u>
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Storage, self-service:

Self-service storage facilities as defined FS 83.803(1), per storage unit (but not to exceed \$1,000.00 per building or self-service storage facilities).....	\$19.15	<u>\$20.11</u>
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Storage, warehouse:

Less than 5,000 square feet.....	\$63.82	<u>\$67.01</u>
5,001 to 10,000 square feet.....	\$102.10	<u>\$107.21</u>
10,001 to 15,000 square feet.....	\$128.23	<u>\$134.64</u>
15,001 to 25,000 square feet.....	\$167.14	<u>\$175.50</u>
Over 25,000 square feet.....	\$191.45	<u>\$201.02</u>

T

Tattooing parlor.....	\$239.16	<u>\$251.12</u>
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Telephone and telegraph company.....	\$239.16	<u>\$251.12</u>
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Trophies.....	\$63.82	<u>\$67.01</u>
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Trucks for hire:		
Not more than two tones capacity, each.....	\$11.85	<u>\$12.44</u>
More than two tons and not more than four tons capacity, each.....	\$24.01	<u>\$25.21</u>
Typewriters, repairs.....	\$24.01	<u>\$25.21</u>
U		
U-drive-it companies.....	\$119.73	<u>\$125.72</u>
V		
Veterinary surgeons or persons charging for services as horse or animal doctor.....	\$24.01	<u>\$25.21</u>
W		
Water companies, bottlers of water.....	\$119.73	<u>\$125.72</u>
Wheelchair for hire, each.....	\$11.85	<u>\$12.44</u>
Wholesale merchants.....	\$119.73	<u>\$125.72</u>
Window washer.....	\$11.85	<u>\$12.44</u>

Section 30-59. Unclassified businesses, professions or occupations.

Except as provided elsewhere in this chapter and except as provided elsewhere in this Code, each person engaged in or carrying on a business, profession or occupation, either wholly or in part, within the city shall pay an annual business tax of ~~\$57.74~~ \$60.63 for each such separate business, profession or occupation engaged in, carried on, practiced or conducted.

Section 3. Severability.

It is declared to be the intent of the City, that if any section, subsection, paragraph, sentence, clause or provision of this Ordinance be held invalid, the remainder of this Ordinance shall not be affected.

Section 4. Inclusion in Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to

"Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 5. Conflict and Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith are hereby repealed.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ____ day of _____ 2026.

PASSED SECOND READING this ____ day of _____ 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Meija, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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

Albert Polk

Betty Barnard

Barbara King

Leondrae Camel
City Manager

City Clerk
Olivia Mejia

Bernadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: April 29, 2026
Ref: Weekly check register

Enclosed, please find the summary of check register as of April 29, 2026

General Fund

• Utility:		
Comcast	\$	1,274.88
Verizon		571.13
• LORE Lake Okeechobee Regional		3,000.00
• FL Blue		11,381.01
• Bank of America		3,339.99
• CAP Government		1,852.50
• Purchased of supplies, materials and parts		3,139.61
• Payment for various services		4,814.21
• Payroll deduction		4,725.93
• Other		<u>2,583.60</u>
Total	\$	<u>36,682.86</u>

Capital Project Fund

CAP Government & Engineering	\$	1,120.00
Professional Service Industries		<u>15,000.00</u>
	\$	<u>16,120.00</u>

"An equal Opportunity
Affirmative Action Employer"

AP Check Register Report

City Of South Bay (CSBFND)

4/23/2026 10:25:49 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17578	1330	ASSURITY LIFE INSURANCE COMPANY	04/23/2026	305.34
17579	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	04/23/2026	1,500.00
17580	COLONIAL LIFE PROCES	COLONIAL LIFE	04/23/2026	1,302.43
17581	FACC	FLORIDA ASSOCIATION OF CITY CLERKS	04/23/2026	400.00
17582	ICMA MEMBERSHIP RENE	ICMA	04/23/2026	886.60
17583	LIBERTY NATIONAL	LIBERTY NATIONAL	04/23/2026	900.14
17584	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	04/23/2026	250.00
17585	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	04/23/2026	585.00
17586	TAX COLLECTOR PALM B	TAX COLLECTOR PALM BEACH COUNTY	04/23/2026	47.00
17587	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	04/23/2026	68.50
17588	XEROX CORP	XEROX CORPORATION	04/23/2026	243.40
Non-Electronic Transactions:				6,488.41
Total Transactions:				6,488.41

AP Check Register Report

City Of South Bay (CSBFND)

4/17/2026 8:47:12 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17566	1446	Professional Service Industries, Inc	04/17/2026	15,000.00
17567	1447	NATIONAL CONSTRUCTION RENTALS	04/17/2026	220.32
17568	1449	TREVIAPAY	04/17/2026	1,578.61
17569	1469	USA TODAY MEDIA CORP.	04/17/2026	190.49
17570	ANDRE L. HAMILTON	ANDRE L. HAMILTON	04/17/2026	875.00
17571	BANK OF AMERICA, NA	BANK OF AMERICA	04/17/2026	3,339.99
17572	CAP GOVERNMENT	CAP GOVERNMENT	04/17/2026	1,852.50
17573	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	04/17/2026	510.54
17574	FEDERATION OF FAMILI	FEDERATION OF FAMILIES OF FLORIDA	04/17/2026	1,000.00
17575	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	04/17/2026	161.57
17576	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	04/17/2026	693.93
17577	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	04/17/2026	194.96

Non-Electronic Transactions: 25,617.91

Total Transactions: 25,617.91

(15000.00)

10,617.91

AP Check Register Report
City Of South Bay (CSBFND)

4/23/2026 1:04:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17589	LAKE OKEECHOBEE REG	LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANI	04/23/2026	3,000.00
Non-Electronic Transactions:				3,000.00
Total Transactions :				3,000.00

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

4/24/2026 1:40:22 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17590	ANDRE L. HAMILTON	ANDRE L. HAMILTON	04/24/2026	1,200.00
Totals :			Total Transactions :	1,200.00

AP Check Register Report

City Of South Bay (CSBFND)

4/22/2026 3:53:41 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-267923913	COMCAST BUSINESS	COMCAST	04/22/2026	935.49
ACH-3160000074801	1146	VERIZON CONNECT FLEET USA LLC	04/22/2026	189.50
ACH-6140574586	VERIZON WIRELESS	VERIZON WIRELESS	04/22/2026	381.63
ACH-8960-426	COMCAST	COMCAST	04/22/2026	339.39
Totals:			Electronic Transactions:	1,846.01
			Total Transactions:	1,846.01

AP Check Register Report

City Of South Bay (CSBFND)

4/24/2026 8:00:46 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-629789	AFLAC	AFLAC	04/24/2026	1,617.13
ACH-MAY2026	1394	FLORIDA BLUE	04/24/2026	11,381.01
ACH-W10996671	SOLSTICE BENEFITS IN	SOLSTICE	04/24/2026	532.39
Totals :			Electronic Transactions :	13,530.53
			Total Transactions :	13,530.53

AP Check Register Report

City Of South Bay (CSBFND)

4/17/2026 12:07:22 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
363	1446	Professional Service Industries, Inc	04/17/2026	15,000.00
Non-Electronic Transactions :				15,000.00
Total Transactions :				15,000.00

AP Check Register Report

City Of South Bay (CSBFND)

4/23/2026 10:58:56 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
364	CAP GOVERNMENT	CAP GOVERNMENT	04/23/2026	1,120.00
Non-Electronic Transactions :				1,120.00
Total Transactions :				1,120.00