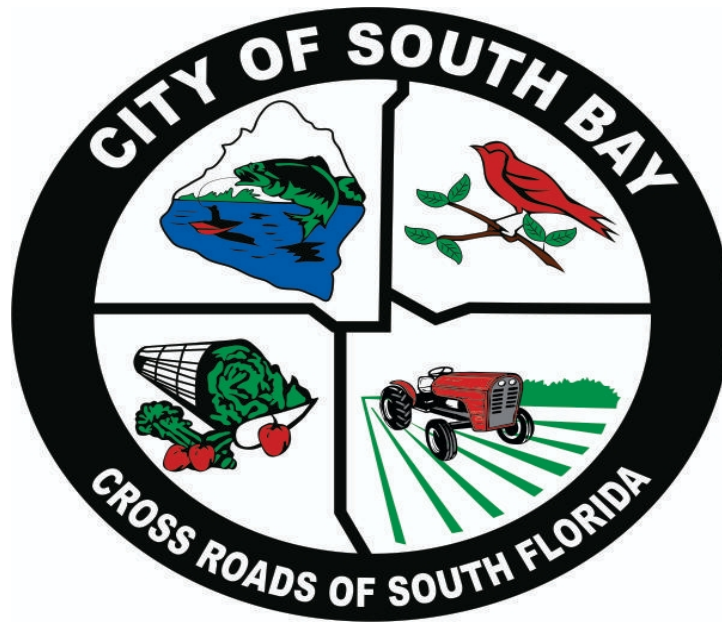




The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, SEPTEMBER 1, 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 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, SEPTEMBER 1, 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. Budget Workshop
4. ADJOURNMENT

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 1, 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. Proclamation for Hunger Month Action
Feeding South Florida
Mr. Tony Hopper, Director of Development /PBC
- b. Douglas Crane, Director
Palm Beach County Library System
- c. Carmen Miller, Broker
McKinley Insurance Services

4. **ROSENWALD ELEMENTARY SCHOOL**
5. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

6. 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 – August 4, 2026

6.a. Meeting Minutes

b. Approval of City Commission Agenda- September 1, 2026

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

- a. RESOLUTION NO. 34-2026
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2026-2027 BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

7.a. SOUTH BAY_CDBG AGREEMENT FY 2/27

7.a. COI

b. RESOLUTION NO. 36-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AN ARTIFICIAL INTELLIGENCE (A.I.) POLICY GOVERNING THE USE OF GENERATIVE ARTIFICIAL INTELLIGENCE TECHNOLOGIES FOR CITY BUSINESS, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE A.I. POLICY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR EFFECTIVE DATE.

c. RESOLUTION NO. 37-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING WAIVER OF COMPETITIVE SOLICITATION PROCEDURES FOR THE PROVISION OF TREE REMOVAL SERVICES FROM FL G&G SERVICES, LLC, FOR AN AMOUNT NOT TO EXCEED TWENTY-THREE THOUSAND DOLLARS (\$23,000.00), AS SET FORTH EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

7.c. SOUTH BAY AGREEMENT (FL G&G SERVICES LLC)

7.c. FL G&G SERVICES -SUNBIZ

7.c. TREE REMOVAL PROPOSAL

7.c. BERCH TREE CO.

7.c. TREE PHOTO

d. RESOLUTION NO. 38-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE BRADFORD COUNTY SHERIFF'S CONTRACT NUMBER BCSO 22-27-1.0 FOR THE PURCHASE OF ONE (1) NEW 2027 FORD EXPLORER XLT RWD (K7H) VEHICLE FROM DUVAL FORD, LLC IN THE AMOUNT OF FIFTY-THREE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS AND THIRTY-SIX CENTS (\$53,664.36); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

7.d. SOUTH BAY PIGGYBACK AGREEMENT PURCHASE 2027 FORD

7.d. BCSO VEHICLE CONTRACT

7.d. FORD QUOTE

e. RESOLUTION NO. 39-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PIGGYBACKING LEGACY CONSTRUCTION SERVICES GROUP INC D/B/A PRO PLAYGROUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR RENOVATION AND REPAIR OF COX PARK PLAYGROUND EQUIPMENT AND PADDING SYSTEM PURSUANT TO OSCEOLA BID# SDOC-24-B-094-ML; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

7.e. SOUTH BAY PIGGYBACK AGREEMENT WITH PRO PLAYGROUNDS

7.e. LEGACY -SUNBIZ

7.e. QUOTE 55063 PRO PLAYGROUND

7.e. 55063- CHANGE ORDER

8. ORDINANCE

9. FINANCE REPORT

a. Accounts Payable Report

9.a. August 27, 2026 Weekly Check Register

10. CITY CLERK REPORT

a. Tentative Budget Hearing — September 8, 2026, at 6:00p.m.

b. Next Commission Meeting — September 15, 2026

c. Invitation to attend the Palm Beach State College Board of Trustees on October 20, 2026 at the Dolly Hand Cultural Arts

11. CITY MANAGER REPORT

a. APA Compass Program

b. Jack Brewer

c. Grapple Services

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

PROCLAMATION



- WHEREAS, *since 1981 Feeding South Florida® has worked to address hunger and food insecurity in the City of South Bay by providing our community in immediate access to nutritious food and other vital resources and support.*
- WHEREAS, *hunger does not discriminate. It knows no race, religion, or age. In South Florida approximately one million individuals face hunger. Food should not be an impossible choice for the community of South Bay.*
- WHEREAS, *Feeding South Florida leads hunger and poverty advocacy efforts in our community while transforming lives through innovative programming and education that provides economic growth and overall well-being.*
- WHEREAS, *the City of South Bay is therefore committed to supporting Feeding South Florida, so that together we can achieve a hunger-free South Florida.*

NOW, THEREFORE, be it resolved that I, Joe Kyles, Mayor, do hereby proclaim September 2026 as:

Hunger Action Month

PROCLAIMED this 1st Day of September 2026

Joe Kyles, Mayor

ATTESTED BY:

Olivia Mejia, City Clerk

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY HALL CHAMBER
TUESDAY, AUGUST 4, 2026
6:00 PM

Present:

Mayor Joe Kyles
Commissioner Albert Polk IV
Commissioner Betty Barnard
Commissioner Barbara King

Staff

Leondrae Camel, City Manager
Chan Bryant Abney, City Attorney
Olivia Mejia, City Clerk
Cristal Chavarria, Administrative Assistant
Massih Saadatmand, Finance Director
Nepoleon Collins, Neighborhood Services Director
Edgar Kerr, Public Works Director
King Kindred, Parks and Recreation Director
Jeffery Willis, Assistant Director of Public Works
Rose Hyppolite, Manager of People Operations and Executive Administration

(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:00pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Budget Workshop
4. **ADJOURNMENT- 6:51 pm**

Moved by: Commissioner Barnard
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
CITY HALL CHAMBER
TUESDAY, AUGUST 4, 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 August 4, 2026 at 7:00 p.m.

(Full recording/discussion available through the City website)

Present:

Mayor Joe Kyles
 Commissioner Albert Polk IV
 Commissioner Betty Barnard
 Commissioner Barbara King

Staff:

Leondrae Camel, City Manager
 Chan Bryant Abney, City Attorney
 Olivia Mejia, City Clerk
 Cristal Chavarria, Administrative Assistant
 Massih Saadatmand, Finance Director
 Napoleon Collins, Neighborhood Services Director
 Edgar Kerr, Public Works Director
 King Kindred, Parks and Recreation Director
 Jeffery Willis, Assistant Director of Public Works
 Rose Hyppolite, Manager of People Operations and Executive Administration

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** (*Up to 5 minutes*):
 - a. PBC Heir's Property Program Presentation
 Peggy Boule-Washington | Director of Economic Sustainability
 - b. HUURR Homes, Jaime Shlimbaum
 1375 NW 1st Avenue Property Purchase
4. **ROSENWALD ELEMENTARY SCHOOL**
5. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:** See recording
6. **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 – July 21, 2026

Approve City Minutes

Moved by: Commissioner Barnard

Seconded by: Commissioner Polk

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

b. Regular City Workshop and City Meeting

Approval of Meeting Agenda - August 4, 2026

Approve Consent Agenda with Deletion of Resolution No. 34-2026

Moved by: Commissioner Barnard

Seconded by: Commissioner Polk

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

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

a. RESOLUTION NO. 33-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A NEIGHBORHOOD SERVICES DEPARTMENT; DEFINING THE PURPOSE AND RESPONSIBILITIES OF SAID DEPARTMENT; AUTHORIZING THE CITY MANAGER TO ADMINISTER THE DEPARTMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Moved by: Commissioner Barnard

Seconded by: Commissioner Polk

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

b. RESOLUTION NO. 34-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2026-2027 BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

DELETED FROM AGENDA; AWAITING RESPONSE TO BRING BACK TO THE COMMISSION

c. RESOLUTION NO. 35-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A FLORIDA COMMERCE RURAL INFRASTRUCTURE FUND GRANT APPLICATION FOR FISCAL YEAR 2026-2027, ATTACHED HERETO AS COMPOSITE EXHIBIT "A"; PROVIDING FOR AN ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Moved by: Commissioner Barnard

Seconded by: Commissioner Polk

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

8. ORDINANCE**a. ORDINANCE 06-2026**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 ENTITLED "ELECTIONS", ARTICLE III, SECTION 10-49 ENTITLED "QUALIFICATIONS" TO REQUIRE THAT EACH CANDIDATE FOR CITY COMMISSION BE A RESIDENT OF THE CITY FOR AT LEAST ONE (1) YEAR PRIOR TO QUALIFYING FOR ELECTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Second Reading

Moved by: Commissioner Polk

Seconded by: Commissioner Barnard

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

9.FINANCE REPORT**a. Accounts Payable Report**

9.a. July 29, 2026 Weekly Check Register

10. CITY CLERK REPORT

a. Commission Meeting Cancelled – August 18, 2026

b. Next Commission Meeting – September 1, 2026

11. CITY MANAGER REPORT (NONE)**12. CITY ATTORNEY REPORT (NONE)****13. FUTURE AGENDA ITEMS (NONE)**

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Barbara King

- Thank you

14.b. Commissioner Betty Barnard

- Thank you

14.c. Commissioner Albert Polk

- Thank you

14.d. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 8:08 pm

Moved by: Commissioner Polk

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 34-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2026-2027 BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development Block Grant ("CDBG") Program in certain areas of Palm Beach County, pursuant to Title 1 of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County has made available Thirty-Four Thousand One Hundred Sixty-Two Dollars (\$34,162.00) in CDBG funding to the City of South Bay ("City") for the provision of code enforcement services and specifically for the enforcement of applicable housing and building codes; and

WHEREAS, the City intends to utilize the aforementioned CDBG funds to pay all or a portion of the salary and benefits of one (1) full time Code Enforcement Officer; and

WHEREAS, the term of the agreement shall commence on October 1, 2026, and end September 30, 2027; and

WHEREAS, the City Commission of the City of South Bay deems it to be in the best interests of the residents of the City of South Bay to approve the CDBG grant agreement, attached hereto as Exhibit "A".

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute a Community Development Block Grant Agreement for FY 2026-2027 between the City of

South Bay and Palm Beach County for funding of Code Enforcement Services, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient actions to effectuate the intent of this Resolution.

Section 3. Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

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

PASSED and ADOPTED this 1st day of September 2026.

Joe Kyles, Mayor

ATTEST:

By: _____
Olivia Mejia, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

CDBG Agreement - FY 2026-2027

(ATTACHED)



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: CODE ENFORCEMENT SUBRECIPIENTS (MUNICIPALITIES)

RE: FY 2026-2027 CDBG Code Enforcement Agreement (Date issued: 7/8/26)

1. PRINT, SIGN AND RETURN: All documents **MUST be Single-sided**

- ☐ ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" x 11" **ONLY**
- ☐ THREE (3) SIGNATURE PAGES IN TOTAL
- ☐ THREE (3) OF EACH CERTIFICATION (Lobbying & Debarment)

NOTE: Sign all documents with blue ink or digital signatures with date & time stamp.

2. SEAL: INCLUDE SEAL ON ALL THREE (3) ORIGINAL SIGNATURE PAGES.

3. CERTIFICATE OF INSURANCE: SEE INSURANCE REQUIREMENTS FOR MUNICIPALITY AND CONTRACTOR. PROVIDE CERTIFICATE(S) AS NEEDED:

- ☐ **INSURANCE COVERAGES** must meet the insurance requirements, as outlined in the Agreement and/or required by Palm Beach County Risk Management.
- ☐ **SHOW CERTIFICATE HOLDER AS:** "Palm Beach County Board of County Commissioners", C/O Department of Housing & Economic Development, 100 Australian Ave, Ste 500, West Palm Beach, FL 33406

4. SIGNATORY LETTER: LETTER CERTIFYING THE INDIVIDUAL(S) AUTHORIZED TO SIGN ON BEHALF OF YOUR ORGANIZATION, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION.

- ☐ **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED: (E.G., BOARD RESOLUTION, MEETING MINUTES, BY LAW, ETC.)

5. RETURN BY 8/24/2026 TO: (DONOT STAPLE DOCUMENTS)

ATTN: TESSA WATTLEY

DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

100 AUSTRALIAN AVENUE, 5TH FLOOR

WEST PALM BEACH, FL 33406

TEL: 561-233-3610/ E: TWattley@pbc.gov

CDBG CODE ENFORCEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
SOUTH BAY

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **City of South Bay**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **335 SW 2nd Avenue, South Bay, FL 33493**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-26-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2026-2027** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$34,162** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
- (B) "**County**" means Palm Beach County.
- (C) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.
- (D) "**Federal Public Benefit**" means any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States, as defined in 8 USC 1611(c)
- (E) "**HED Approval**" means the written approval of the HED Director or his designee.
- (F) "**HED**" means Palm Beach County Department of Housing & Economic Development.
- (G) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

- (H) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.
- (I) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.
- (J) "**Project**" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) "**Qualified Alien**" (as defined in (8 USC 1641) means an alien who, at the time the alien applies for, receives, or attempts to receive a Federal public benefit, is:
1. An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act,
 2. An alien who is granted asylum under section 208 of such Act,
 3. A refugee who is admitted to the United States under section 207 of such Act [8 U.S.C. 1157],
 4. An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for a period of at least 1 year,
 5. An alien whose deportation is being withheld under section 243(h) of such Act [8 U.S.C. 1253] (as in effect immediately before the effective date of section 307 of division C of Public Law 104–208) or section 241(b)(3) of such Act [8 U.S.C. 1231(b)(3)] (as amended by section 305(a) of division C of Public Law 104–208),
 6. An alien who is granted conditional entry pursuant to section 203(a)(7) of such Act [8 U.S.C. 1153(a)(7)] as in effect prior to April 1, 1980,
 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980), or an individual who lawfully resides in the United States in accordance with a Compact of Free Association referred to in section 1612(b)(2)(G) of this title.
- (L) "**Revenues**" means funds generated by activities housed on a property assisted with CDBG funds.
- (M) "**Subrecipient**" means the City of South Bay, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (N) "**Unduplicated Individuals**" means an individual who is counted only once during a specific time frame regardless of how many times that individual received a service, during said time frame.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. **TIME OF PERFORMANCE**

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The activities to be undertaken by the Subrecipient shall commence on **October 1, 2026** and be completed by **September 30, 2027** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit "A"**.

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

Code Enforcement

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Rehabilitation and Preservation Activities – Code Enforcement, under 24 CFR 570.202(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit “A” and defined in 24 CFR 570.208(a)(1)(i).

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit “A”. The total amount to be paid by the County hereunder shall not exceed the maximum and total authorized sum of **\$34,162**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program.

Additionally, HED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

Reimbursements: All reimbursement requests received from the Subrecipient pursuant to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Agreement. Approved reimbursement requests will then be sent by County's representative to the County Finance Department for payment. Reimbursements will normally be paid within forty-five (45) days following the County representative's approval.

Vendor Self Service (VSS) Registration: In order to do business with the County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Subrecipient intends to use sub-consultants/subcontractors, Subrecipient shall ensure that all sub-consultants/subcontractors are registered as consultants in VSS. All subconsultant/subcontractor agreements must include a contractual provision requiring that the sub-consultant/subcontractor register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants/subcontractors are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION**(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the HED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify HED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the HED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

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

(C) SUBCONTRACTS

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

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

(D) PURCHASING

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

(E) ASSURANCE STATEMENT

The Subrecipient, shall administer its grants in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work

Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. PRWORA states that non-citizens who are not Qualified Aliens are not eligible to receive any Federal Public Benefit, unless such service is specifically exempt per PRWORA.

(F) **REPORTS, AUDITS, AND EVALUATIONS**

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

(G) **ADDITIONAL HED, COUNTY, AND HUD REQUIREMENTS**

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

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement. As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low-and Moderate-Income persons. If the Project is located in an entitlement City/Town, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The project funded under this Agreement must comply with CDBG Criteria for national objectives as outlined in 24 CFR 570.208. **Upon request from HED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement.

As often as HED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to HED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where HED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested.

If HUD, the County or any other auditing agency determines that any CDBG funded activity or expense paid are ineligible, the Subrecipient shall reimburse the County for all amounts disallowed. Such reimbursement shall be made within thirty (30) calendar days following the County's written notice to the Subrecipient specifying the amount due.

Additionally, the Subrecipient acknowledges responsibility for ensuring that all activities assisted with CDBG funds comply with all applicable statutory and regulatory requirements, including but not limited to: eligibility requirements under 24 CFR Part 570 and National Objective requirements under 24 CFR § 570.208.

The Subrecipient's reimbursement obligation shall survive the termination or expiration of this Agreement.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

12. REVERSION OF ASSETS

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

13. DATA BECOMES COUNTY PROPERTY

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

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

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

15. INSURANCE BY SUBRECIPIENT

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

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

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

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

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

17. RECOGNITION

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

18. ADDITIONAL REFERENCE DOCUMENTS

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

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

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

19. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies. In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

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

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, modify or amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Modifications to performance timelines, except for the Expiration Date, may be approved by the HED Director or his designee by written notice. All other modifications to the Agreement, including the Expiration Date, shall be accomplished by amendment to the Agreement.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Timothy J. Carey, Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Napoleon T. Collins, Neighborhood Service Director
City of South Bay
335 SW 2nd Avenue
South Bay, FL, 33493

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

- (A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

- (B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies With Activities in The Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

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

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

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

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

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

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

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

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

37. COUNTERPARTS OF THE AGREEMENT

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

38. E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

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

Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

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

39. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided. **Failure to comply with this subsection shall constitute a material breach of this Agreement.**

40. **CDBG SPECIFIC REQUIREMENTS**

- A. **Compliance**: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. **Evaluation and Monitoring**: The Subrecipient agrees that HED will carry out periodic monitoring and evaluation of activities as determined necessary by HED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by HED. **Substandard performance, as determined by HED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to HED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by HED to enable HED to evaluate progress. The Subrecipient shall provide information as requested by HED to enable HED to complete reports required by the County or HUD. The Subrecipient shall allow HED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by HED or HUD.

Upon request, HED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. **Program Income**: The Subrecipient shall report annually to HED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.

All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with HED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions)

in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from HED.

41. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

42. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

43. ENTIRETY OF AGREEMENT

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

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

WITNESS:

SUBRECIPIENT:

CITY OF SOUTH BAY

Signature

Name (type or print)

Signature

Name (type or print)

By: _____
Leondrae D. Camel, City Manager

(Corporate Seal)

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

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

By: _____
Jonathan B. Brown,
Deputy County Administrator

**Approved as to Form and
Legal Sufficiency**

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

By: _____
Timothy J. Carey,
Assistant County Attorney II

By: _____
Carlos R. Serrano,
Deputy Director

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

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

Specifically, CDBG funds will be used to:

Pay all or a portion of the salary and benefits for the following full-time staff: One (1) Code Compliance Officer, (hereinafter referred to as “Officer”), and related expenses to carry out code enforcement activities in the Code Enforcement Area. Expenses eligible for reimbursement are contained herein and in Schedule “IV”. **The Officer specific duties shall include, among other activities:**

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

B. BENEFICIARIES

The project shall meet the CDBG National Objective of benefitting low- and moderate-income persons as an “Area benefit activity” or “LMA”, per 24 CFR 570.208(a)(1)(i), for a period of not less than five (5) years following Project completion.

The project is located within a HUD-designated Low/Moderate Income Area (LMA) service area. The Project therefore meets the CDBG national objective of benefiting low- and moderate-income persons on an Area Benefit basis, as defined in 24 CFR 570.208(a)(1)(i).

The County shall maintain documentation supporting the service area determination and the LMI percentage, consistent with HUD guidance on Area Benefit activities.

The City shall ensure that the Project continues to serve the identified service area/intended beneficiaries throughout the required five (5) year period and shall notify the County in writing of any changes to project scope, service area, or use that may affect the national objective determination, during the five (5) year period after the completion or termination of this agreement.

All documentation supporting the Area Benefit qualification shall be retained for HUD monitoring and audit purposes in accordance with 2 CFR 200.334 and applicable HUD retention requirements.

- C. DETERMINATION OF CODE ENFORCEMENT AREA and IDENTIFICATION of DETERIORATED CONDITIONS:** The CDBG funded code enforcement activity must be concentrated in an area which is largely deteriorated, and specifically defined (the "Code Enforcement Area"). **For purposes of this Agreement the CDBG Code Enforcement Area is in the approximate vicinity bound on the north by Lake Okeechobee and US Highway 27; G2 Canal on the south, SE 4th Avenue on the east and Unincorporated Palm Beach County on the west. The exact geographic limits of the Code Enforcement Area may be more or less than the area noted.** The City must maintain documentation of the existing deteriorated conditions on file. Also, the City will submit, upon request, to HED, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the Code Enforcement Area.
- D. CODE COMPLIANCE OFFICER:** As indicated above, the Subrecipient shall employ an Officer in connection with this Agreement. The Officer must be able to carry out the tasks described within this Agreement and be able to demonstrate the qualifications that enable them to do so. The Officer shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators and address public complaints regarding citations received.

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

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

E. INSURANCE BY SUBRECIPIENT

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

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

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

- (1) **Waiver of Subrogation**: Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

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

The **Certificate Holder** shall read:

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

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

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

F. INSURANCE BY SUBRECIPIENT'S CONTRACTOR/THIRD PARTY

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

- (1) **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
 - (a) **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.
- (2) **Business Automobile Liability:** Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.
- (3) **Workers' Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- (4) **Pollution Liability/Environmental Impairment Liability:** If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs.

Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

- (5) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

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

The Certificate Holder shall read:

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

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

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

G. REPORTS: The Subrecipient shall maintain and submit to HED the following reports:

- (1) The **Daily Activity Record**, (attached hereto as Schedule "II") shall be submitted to HED by the 15th day of each month and shall document the actual number and description of the code enforcement activities performed within the designated code enforcement Target Area. This report shall also be submitted with each reimbursement request and shall include all required supporting documentation, including:
- (a) A copy of the **daily time sheets** which account for all time worked by the Officers. The time sheets must also demonstrate the specific tasks undertaken by the Officers on identified properties and the time taken to complete each task.

- (b) Copies of the **payrolls and paychecks** to the Officers corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Subrecipient has paid any employer contributions due (e.g., contribution to FICA health insurance, retirement, etc.).
 - (c) Copies of documents satisfactorily proving that the Subrecipient has paid, on behalf of the employee, **all contributions which are the responsibility of the employer.**
 - (d) Copies of **invoices and any relevant documentation requested** by the County related to the vehicle leases and computer related expenses.
- (2) The **Detailed Monthly Narrative Report**, (attached hereto as Schedule "III") shall be submitted to HED by the 15th day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

Section B.2. of the Detailed Monthly Narrative Report, (Schedule "III") shall detail all program income received by the Subrecipient that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504 and as described herein.

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

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

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

- (1) Expend and request reimbursement from the County, of at least 75% **(\$25,621.50)** of funding allocation no later than **July 15, 2027**; and
- (2) Expend 100% of the funding allocation by **September 30, 2027**.

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

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

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

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

J. INVOICE AND SUBMISSION FOR REIMBURSEMENT:

- (1) **Invoice Submittal**: The Subrecipient shall submit, no later than the 15th day of each month, consecutively numbered invoices to HED in order to receive reimbursement of CDBG funds made available under this Agreement.
- (2) **Invoice Processing**: Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. Invoice amounts may vary, but total of all invoices shall not exceed the amount of Grant Funds allocated. Approved invoices shall be sent to the County Finance Department for payment and will be paid within **forty-five (45) days** following the County representative's approval.
- (3) **Reimbursements**: All reimbursement requests shall include an original invoice with the **Invoice Cover sheet**, (attached hereto as Schedule "I") which shall be signed by a person authorized by the Subrecipient to submit invoices and accompanied with a **Daily Activity Record**, attached hereto as Schedule "II", shall be submitted with each request for reimbursement.
- (4) **Agreement Closeout Period**: Subrecipient shall submit any pending invoices and/or reports, along with any required documents, to the County within **forty-five (45) business days after termination or expiration of the Agreement** in order to close-out the Agreement ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to all performance report(s), shall reflect work required and completed during the Agreement term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the Agreement. Subrecipient's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Subrecipient after the expiration or termination of the Agreement.

2. COUNTY RESPONSIBILITIES:

- A.** Reimburse the Subrecipient an amount not to exceed **\$34,162** for the salary, benefits and other related expenses of the Code Enforcement Program as delineated in the Program Budget (Schedule "IV") attached herein.
- B.** Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.

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

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

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

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

Telephone: () _____

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

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

Approved for Submission

Date

Attachments: Daily Activity Record (Schedule "II")
 Detailed Monthly Narrative Report (Schedule "III")

SCHEDULE "II"**DAILY ACTIVITY RECORD**

Period covered by this reimbursement request _____ Page _____ of _____

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

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

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

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

SCHEDULE "III"**DETAILED MONTHLY NARRATIVE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R _____ - _____ Month Covered: _____

Subrecipient: **City of South Bay**Address: **335 SW 2nd Avenue
South Bay, FL, 33493**

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: 10/1/2026 to 09/30/2027**B.1. CONTRACT FUNDING**

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

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

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

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

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "IV"**PROGRAM BUDGET**

ORGANIZATION: City of South Bay					CONTACT NAME: Napoleon T. Collins				
PROGRAM: Code Enforcement					TITLE: Neighborhood and Service Director				
FY 2026-2027 PALM BEACH COUNTY CDBG					PHONE: 561-996-6751				
A. PERSONNEL EXPENSES									
Salaries:	FTE	Annual Salary	CDBG Funding	% Alloc to Program	SOUTH BAY Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	TOTAL
Code Compliance Officer	1	\$0	\$34,162	100.00%	\$0	0%	\$0		\$34,162
Fringe Benefits:									
FICA			\$0	0.00%	\$2,613	100%	\$0	0%	\$2,613
Retirement			\$0	0.00%	\$1,708	100%	\$0	0%	\$1,708
Health Insurance/Life Insurance			\$0	0.00%	\$6,000	100%	\$0	0%	\$6,000
Workman's Comp			\$0	0.00%	\$500	100%	\$0	0%	\$500
Overtime & Assoc. FICA/Unemployment			\$0	0.00%	\$0	0%	\$0	0%	\$0
Sub-Total Personnel			\$34,162		\$10,821		\$0		\$44,983
B. OPERATING COSTS									
1 Internet Access/l-pads			\$0	0.00%	\$500	100%	\$0	0%	\$500
2 Miscellaneous/ Ins			\$0	0.00%	\$1,350	100%	\$0	0%	\$1,350
3 Communications/Postage/Shipping			\$0	0.00%	\$1,200	100%	\$0	0%	\$1,200
4 Occupancy			\$0	0.00%	\$750	100%	\$0	0%	\$750
Subtotal Operating Costs			\$0		\$3,800		\$0		\$3,800
C. ADMINISTRATIVE COSTS			\$0		\$1,870		\$0		\$1,870
TOTAL PROGRAM BUDGET			\$34,162		\$16,491		\$0		\$50,653

EXHIBIT “B”

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Subrecipient shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced, as applicable.

1. Equal Opportunity Requirements.

Contractor/subcontractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), which requires all federally assisted construction contracts, to include the Equal Opportunity Clause, implementing regulations 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” which is incorporated herein by reference.

During the performance of this Agreement, the contractor/subcontractor agrees as follows:

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

(b) The contractor/subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor/subcontractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor/subcontractor’s legal duty to furnish information.

(d) The contractor/subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor/subcontractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor/subcontractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor/subcontractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor/subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor/subcontractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor/subcontractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor/subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor/subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contracts in Excess of the Simplified Acquisition Threshold.

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractor/subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

3. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractor/subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractor/subcontractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient must report all suspected or reported violations to the County or Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor/subcontractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subrecipient must report all suspected or reported violations to the County.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708)

Contractor/subcontractor shall comply with the Contract Work Hours and Safety Standards Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 5. Under [40 U.S.C. 3702](#) of the Act, each contractor/subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor/subcontractors, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor/subcontractors, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor/subcontractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act, as amended (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q.

(2) The contractor/subcontractor agrees to report each violation to County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 as amended.

(2) The contractor/subcontractor agrees to report each violation to the County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

6. Debarment and Suspension (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor/subcontractor is required to verify that none of the contractor/subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

The contractor/subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor/subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor/subcontractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

7. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors/subcontractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's/subcontractors sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

8. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), [42 U.S.C. 6962](#), as implemented at [40 CFR part 247](#) and in the performance of this Agreement, the Contractor/subcontractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor/subcontractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**(a) Definitions.**

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractor/subcontractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor/subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor/subcontractor is notified of such by a subcontractor at any tier or by any other source, the contractor/subcontractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor/subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor/subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor/subcontractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

10. Domestic Preference for Procurements.

- (a) As appropriate, and to the extent consistent with law, the contractor/subcontractors and subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) **For purposes of this clause:**
- (1) **“Produced in the United States”** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) **“Manufactured products”** mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

11. Notice of County Reporting Requirements.

(a) **General.** The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

- (1) It is important that the contractor/subcontractor is aware of these reporting requirements, as the County may require the contractor/subcontractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.
- (2) Contractor/subcontractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.
- (3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

- (c) **Applicable Reporting Requirements.** Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345.

Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor/subcontractor shall comply with any and all reporting requirements.

12. Records Requirements.

- (a) **Records Retention.** Pursuant to 24 CFR § 570.502, Contractor/subcontractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in [§ 91.520 of this title](#), in which the specific activity is reported on for the final time.
- (b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and
- (c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor/subcontractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

- (1) The contractor/subcontractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor/subcontractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
- (2) The Contractor/subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor/subcontractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

- 14. False Statements.** The Contractor/subcontractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 15. No Obligation by the U.S. Government.** The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor/subcontractor, the County or any third party resulting from the performance of this Agreement.
- 16. Increasing Seat Belt Use in the United States.** County encourages the Contractor/subcontractor to adopt and enforce an on-the-job seat belt policy and program for its employees.
- 17. Reducing Text Messaging While Driving.** County encourages the Contractor/subcontractor to adopt and enforce a policy that bans text messaging while driving.
- 18. Title VI of the Civil Rights Act of 1964.** The Contractor/subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.
- Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.
- 19. Affirmative Socioeconomic Steps.** If subcontracts are to be let, the Contractor/subcontractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.
- 20. Reimbursement:** under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **City of South Bay**

ADDRESS: **335 SW 2nd Avenue, South Bay, FL, 33493**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

 Leondrae D. Camel, City Manager

 Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, **City of South Bay**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Leondrae D. Camel, City Manager

Date

CERTIFICATE OF COVERAGE			
Certificate Holder Palm Beach County Board of County Commissioners C/O Department of Housing & Economic Development 100 Australian Ave 5th Floor West Palm Beach, FL 33406		Administrator Florida League of Cities, Inc. Department of Insurance Services P.O. Box 538135 Orlando, Florida 32853-8135	
Issue Date 7/17/26			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 0553		COVERAGE PERIOD: FROM 10/1/26	COVERAGE PERIOD: TO 10/1/27 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury ☒ Errors and Omissions Liability ☒ Employment Practices Liability ☒ Employee Benefits Program Administration Liability ☒ Medical Attendants'/Medical Directors' Malpractice Liability ☒ Broad Form Property Damage ☐ Law Enforcement Liability ☒ Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible \$2,500 Automobile Liability ☒ All owned Autos (Private Passenger) ☒ All owned Autos (Other than Private Passenger) ☒ Hired Autos ☒ Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY ☒ Buildings ☐ Basic Form ☒ Special Form ☒ Personal Property ☐ Basic Form ☒ Special Form ☒ Agreed Amount ☒ Deductible \$1,000 ☒ Coinsurance 100% ☒ Blanket ☐ Specific ☒ Replacement Cost ☐ Actual Cash Value Limits of Liability on File with Administrator	
		TYPE OF COVERAGE - WORKERS' COMPENSATION ☒ Statutory Workers' Compensation ☒ Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease ☒ Deductible 2,500 ☐ SIR Deductible N/A	
Automobile/Equipment - Deductible ☒ Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment			
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,500,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
Description of Operations/Locations/Vehicles/Special Items RE: Coverage Verification			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
Designated Member City of South Bay 335 SW 2nd Avenue South Bay FL 33493		Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  _____ AUTHORIZED REPRESENTATIVE	

RESOLUTION NO. 36 - 2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AN ARTIFICIAL INTELLIGENCE (A.I.) POLICY GOVERNING THE USE OF GENERATIVE ARTIFICIAL INTELLIGENCE TECHNOLOGIES FOR CITY BUSINESS, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE A.I. POLICY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City Commission of the City of South Bay ("City Commission") recognizes that Generative Artificial Intelligence ("A.I.") technologies may improve productivity, research, drafting, training, and other governmental functions when used responsibly; and

WHEREAS, the use of A.I. technology may present risks involving cybersecurity, privacy, public records, confidential information, accuracy, bias, and ethical use; and

WHEREAS, the City Commission desires to establish uniform standards for a secure, legal, ethical, and responsible use of Generative A.I. by City of South Bay ("City") employees, contractors, consultants, vendors, and temporary personnel; and

WHEREAS, the City Commission finds that adoption of the A.I. policy, attached hereto as Exhibit "A", is in the best interests of the City and its residents.

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. Adoption of Artificial Intelligence Policy. The City Commission of the City of South Bay hereby adopts an Artificial Intelligence (A.I.) Policy governing the use of generative artificial intelligence technologies for City business, attached hereto as Exhibit "A".

Section 3. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes and directs the City Manager to implement the policy, provide appropriate guidance and training, maintain the list of approved A.I. applications, and take such administrative and technical actions as are reasonably necessary to carry out

the policy, consistent with applicable law and City procedures. The City Manager is authorized to work in conjunction with the City's current IT Consultant to implement the policy. The City Manager is further authorized to approve administrative, technical, and non-substantive updates to the policy as necessary to address evolving technology, cybersecurity practices, legal requirements, or operational needs. Material policy changes shall be presented to the City Commission for approval.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 1st day of September 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

PURPOSE

The purpose of this policy is to ensure the secure, legal, and ethical use of Generative Artificial Intelligence (GenAI) technologies by employees, contractors, and vendors of the City of South Bay. This policy establishes guidelines for the acceptable use of GenAI tools while protecting City data, systems, residents, and employees from security risks, privacy violations, and misuse of artificial intelligence technologies.

DEFINITIONS

Generative AI

Software systems that create content such as text, images, audio, or code based on user prompts. Examples include ChatGPT, Microsoft Copilot, and Google Gemini.

Approved AI Applications

AI tools that have been reviewed by the IT Consultant and submitted to the City Manager for official use.

Confidential Information

Any non-public City data, including but not limited to:

Personally Identifiable Information (PII)

Law enforcement data

Financial records

Internal communications that would risk City operations if known publicly

Any data protected under Florida law or federal regulations

Publicly Available AI Tools

AI systems accessible to the general public, regardless of the method of access, that are not controlled, managed, or distributed by the City of South Bay.

USE OF PUBLIC AI TOOLS

Employees may use only approved AI applications for official City business. Public AI tools include ChatGPT, Google Gemini, and other AI tools currently available or developed in the future.

GOVERNING STANDARDS AND COMPLIANCE

This policy aligns with applicable governmental and information technology recommendations and is informed by:

Florida Public Records Law (Chapter 119, Florida Statutes)

Florida Information Protection Act (FIPA)

CJIS Security Policy (for law enforcement data)

NIST AI Risk Management Framework (AI RMF 1.0)

NIST Cybersecurity Framework (CSF)

NIST is the National Institute of Standards and Technology.

BIAS AND CONTENT REVIEW

Employees must evaluate AI-generated content before distribution. Reviews must address accuracy, fairness, bias, discrimination, and other unethical or inappropriate outcomes that may result from AI-generated content.

SCOPE

This policy applies to all individuals with access to City of South Bay information systems, including employees, contractors, consultants, vendors, and temporary personnel. It applies to:

- Use of Generative AI applications (e.g., ChatGPT, Gemini)
- Development of AI models or integrations into City systems
- Use of publicly available AI tools
- Use of City data in conjunction with AI platforms

This policy covers the use of GenAI on:

- City-owned computers and mobile devices
- City networks and systems
- Personal devices used for City business

AUTHORITY

This policy is governed by Florida Cybersecurity Standards, the Florida Administrative Code, applicable federal and state privacy laws, and City of South Bay information technology security policies.

ADMINISTRATION

This policy is administered by the City Manager and the IT Consultant. The City Manager provides executive oversight and approval authority, and the IT Consultant provides technical review, cybersecurity guidance, policy maintenance, and recommendations regarding approved AI platforms.

DISTRIBUTION

This policy shall be distributed through employee onboarding, annual cybersecurity training, internal policy repositories, and email distribution to City employees.

POLICY

All employees and contractors must comply with applicable laws, regulations, and City policies regarding the use or development of GenAI tools.

1. Approved Use of GenAI Applications

Employees may not use unapproved AI applications when conducting City business. Employees must not:

Use City credentials to sign into publicly available AI tools unless the subscription is approved by the City Manager.

Install non-approved AI software, plug-ins, APIs, or integrations on City computers.

Implement AI-generated code into City systems without review and approval by the IT Consultant and authorization consistent with City procedures.

2. Protection of Confidential Information

Employees must ensure that confidential or sensitive information is never entered into unapproved AI systems. Examples include:

Internal City documents

Law enforcement information

Financial records

Employee personal information

Resident personal data (PII)

If employees are unsure whether information may be entered into an AI system, they must consult their supervisor or the IT Consultant.

3. Review of AI-Generated Content

All AI-generated content used for City business must be reviewed for accuracy, bias, and appropriateness before being used or published.

4. Ethical Use

Employees must not use AI to generate misleading information, impersonate individuals, commit fraud, or produce discriminatory content.

ACCEPTABLE USE

Approved uses include:

Researching publicly available information

Brainstorming ideas

Drafting emails or documents

Summarizing public reports

Translating public information

Creating training materials

Drafting public communications

APPROVED AI APPLICATIONS

Approved tools currently include:

ChatGPT

Google Gemini

The list of approved AI applications may be updated by the City Manager upon the recommendation of the IT Consultant.

MONITORING

The City, through the City Manager and IT Consultant, may monitor the use of AI tools on City systems to ensure compliance with this policy and applicable cybersecurity requirements.

ROLES AND RESPONSIBILITIES

City Manager

Provide executive oversight of AI governance.

Approve AI platforms and subscriptions for official City use, with technical input from the IT Consultant.

Administer this policy jointly with the IT Consultant.

IT Consultant

Review and recommend AI platforms.

Maintain and update this policy in coordination with the City Manager.

Provide technical guidance and support cybersecurity compliance.

Assist with monitoring and review of AI use on City systems.

Department Managers

Ensure employees follow the policy.

Escalate questions to the City Manager or IT Consultant, as appropriate.

Employees

Follow this policy.

Review AI outputs for accuracy and bias.

Protect City data.

Use only approved AI tools.

POLICY VIOLATIONS

Failure to comply with this policy may result in disciplinary action, revocation of system access, or termination of employment where applicable.

RESOLUTION NO. 37-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING WAIVER OF COMPETITIVE SOLICITATION PROCEDURES FOR THE PROVISION OF TREE REMOVAL SERVICES FROM FL G&G SERVICES, LLC, FOR AN AMOUNT NOT TO EXCEED TWENTY-THREE THOUSAND DOLLARS (\$23,000.00), AS SET FORTH EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of South Bay ("City") has determined that two (2) trees that surround residential properties within a City alleyway need to be removed; and

WHEREAS, FL G&G Services, LLC, submitted a quote in the amount not to exceed Twenty-Three Thousand Dollars (\$23,000.00) to remove the trees; and

WHEREAS, pursuant to Section 2-260(f) of the City of South Bay's Code of Ordinances, "the city commission may authorize the waiver of competitive solicitation procedures upon the recommendation of the city manager or designee that it is in the city's best interest to do so, to obtain commodities and services which cannot be acquired through the normal purchasing process," and

WHEREAS, due to the immediate need to remove the trees as a dangerous condition, the City Manager is requesting that the City Commission of the City of South Bay ("City Commission") approve the purchase of the tree removal services and waive competitive solicitation procedures; and

WHEREAS, the City Manager is further authorized to accept the quote from FL G&G Services, LLC for the provision of tree removal services for the scope of work set forth in Exhibit "A" attached hereto; and

WHEREAS, the City Commission finds that an immediate purchase for the removal of the said trees 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 waives competitive solicitation procedures and authorizes the an emergency purchase for tree removal services from FL G&G Services, LLC for an amount not to exceed Twenty-Three Thousand Dollars (\$23,000.00), as set forth in Exhibit “A”.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and **ADOPTED** this 1st day of September 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 Polk	_____ (Yes)	_____ (No)
Commissioner King	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AGREEMENT

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

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

and

FL G&G SERVICES, LLC

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

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

CITY is in immediate need of an independent contractor for the removal of two (2) very large trees located within the alleyway between NW 1st Avenue and NW 2nd Avenue. Due to the size and location of the trees, the project will require the removal of very large branches extending toward and around surrounding residential properties. The work will require controlled cutting and removal methods to safely remove the branches and trees while minimizing the potential for damage to nearby houses, vehicles, structures, and other property.

- 1.1 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.2 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2
STATEMENT OF WORK

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

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

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

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

ARTICLE 3
COMMENCEMENT OF SERVICES

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

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto in the amount of Twenty-Three Thousand Dollars (\$23,000.00).

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

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

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

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

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the

CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

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

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

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

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

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

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

ARTICLE 6 PROTECTION OF PROPERTY

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

to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

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

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

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

ARTICLE 8 INDEPENDENT CONTRACTOR

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

ARTICLE 9
PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____0____ Dollars.

ARTICLE 10
CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 11
TERM AND TERMINATION

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

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

11.3 The parties contemplate that the Agreement will be for a period of 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: Domingo Rodriguez, Owner
FL G&G Services, LLC
10449 SW Captiva Dr.
Port St. Lucie, FL 34987

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

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

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

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

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

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

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's

fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit "A" hereto, and as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

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

CITY OF SOUTH BAY

ATTEST:

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: _____

Domingo Rodriguez, Owner
FL G&G Services LLC

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

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

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

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
FL G&G SERVICES, LLC

Filing Information

Document Number	L22000130567
FEI/EIN Number	88-2114280
Date Filed	03/15/2022
Effective Date	03/15/2022
State	FL
Status	ACTIVE

Principal Address

10449 SW CAPTIVA DR
PORT ST LUCIE, FL 34987

Changed: 04/26/2025

Mailing Address

10449 SW CAPTIVA DR
PORT ST LUCIE, FL 34987

Changed: 10/14/2025

Registered Agent Name & Address

DOMINGO, RODRIGUEZ
10449 SW CAPTIVA DR
PORT ST LUCIE, FL 34987

Name Changed: 04/26/2025

Address Changed: 04/29/2026

Authorized Person(s) Detail

Name & Address

Title AUTHORIZED MEMBER

RODRIGUEZ, DOMINGO
10449 SW CAPTIVA DR
PORT ST LUCIE, FL 34987

Title Manager

RODRIGUEZ, GISELA
10449 SW CAPTIVA DR
PORT ST LUCIE, FL 34987

Annual Reports

Report Year	Filed Date
2024	02/21/2024
2025	04/26/2025
2026	04/29/2026

[04/29/2026 -- ANNUAL REPORT](#)

View image in PDF format

[04/26/2025 -- ANNUAL REPORT](#)

View image in PDF format

[02/21/2024 -- ANNUAL REPORT](#)

View image in PDF format

[03/15/2023 -- ANNUAL REPORT](#)

View image in PDF format

[03/15/2022 -- Florida Limited Liability](#)

View image in PDF format



FL G&G SERVICES, LLC

Tree Removal & Debris Removal Proposal

Project: Two Large Tree Removals

Prepared For: City of South Bay

Location: Alleyway between NW 1st Ave. and NW 2nd Ave.

City: South Bay, Florida

Contract Price: \$23,000.00

Deposit: 50% - \$11,500.00



FL G&G SERVICES, LLC

TREE REMOVAL & DEBRIS REMOVAL PROPOSAL

PROJECT DESCRIPTION

This proposal is for the removal of two (2) very large trees located within the alleyway between NW 1st Avenue and NW 2nd Avenue. Due to the size and location of the trees, the project will require the removal of very large branches extending toward and around surrounding residential properties. The work will require controlled cutting and removal methods to safely remove the branches and trees while minimizing the potential for damage to nearby houses, vehicles, structures, and other property.

SCOPE OF WORK

The contractor will provide all labor, equipment, transportation, debris removal, disposal, and cleanup necessary to complete the project.

- Removal of two (2) very large trees.
- Removal of large branches extending toward surrounding houses.
- Controlled cutting and lowering of large branches where necessary.
- Cutting tree trunks and large limbs into manageable sections.
- Loading and transportation of all tree debris.
- Pickup and hauling of debris from the project location.
- Proper disposal of tree debris and applicable disposal/tipping fees.
- Rental and operation of specialized equipment required to safely complete the project.
- Final cleanup of the alleyway and surrounding areas affected by the tree-removal operation.

EQUIPMENT

The project price includes the necessary equipment and equipment rentals required to safely complete the work, which may include:

- Bucket truck / aerial lift
- Wood chipper
- Chainsaws and professional tree-removal equipment
- Dump truck or debris-hauling equipment
- Skid steer or loader
- Crane or other specialty lifting equipment, if required
- Safety and work-zone equipment

DEBRIS REMOVAL & DISPOSAL

All branches, limbs, trunks, and other debris generated during the tree-removal operation will be gathered, loaded, transported, and properly disposed of. Debris hauling and disposal costs are included in the total proposal price. The work area will be cleaned upon completion of the tree-removal operation.

STUMPS - NOT INCLUDED

Stump removal and stump grinding are specifically excluded from this proposal. The trees will be cut as close to ground level as reasonably practical. The remaining tree stumps and root systems will remain in place. Any future stump grinding or stump removal requested by the City of South Bay will be considered additional work and will require a separate proposal.

TOTAL PROJECT PRICE

Twenty-Three Thousand Dollars

Includes labor, equipment rental, tree removal, debris hauling, disposal fees, and final cleanup.

\$23,000.00

PAYMENT TERMS

A 50% deposit is required prior to the start of the project to secure equipment, labor, scheduling, and other resources necessary to perform the work.

Total Contract Price:	\$23,000.00
50% Deposit Due to Begin Work:	\$11,500.00
Remaining Balance Due Upon Completion:	\$11,500.00

The remaining balance will be due upon completion of the contracted work and final cleanup.

TERMS & CONDITIONS

This proposal is based on the scope of work described above and the observable conditions at the project location. Any additional work outside of the stated scope, including additional tree removal, unforeseen hazardous conditions, utility relocation, property repairs, or stump removal/grinding, will require separate authorization and may result in additional charges. The contractor will coordinate with the City of South Bay to establish a mutually agreeable date and schedule for the work.

ACCEPTANCE

By signing below, the City of South Bay authorizes the contractor to proceed with the work described in this proposal for the total project price of \$23,000.00, subject to the payment terms outlined above.

PREPARED BY

Name

Company

Phone

Date

CITY OF SOUTH BAY

Authorized By

Title

Signature

Date

Proposal / Invoice

BERCH TREE

TREE TRIMMING / STUMP GRINDING

Berch Dale

Owner

berchdale@gmail.com

10868 NW 21st ST

Coral Springs FL 33071

954-448-6199

BERCH TREE IS A LICENSED & INSURED COMPANY

Name

South Bay

Address

NW 2nd Ave & NW 1st Ave

City

Map

Phone

Work

Fax

Billing Address

DIAGRAM

TREE(S)



REMOVAL



COMPLETE

LEAVE WOOD

LENGTH

NO CLEAN UP

PRUNE

STUMP(S)



REGULAR (6"-12" DEPTH)

FOUNDATION (24" DEPTH)

REMOVE CHIPS/DEBRIS

REPLACE TOPSOIL RESEED

DESCRIPTION OF WORK:

(2) Large Ficus Tree Removals 30,000.00
Removal of all Debris

(2) Large Ficus Stumps Grinded
Removal of all mulch

Equipment

Boom Truck Dump Truck
Chippers Stump Grinder

Customer's Signature

Date

Estimated By

Date

Contract Modification

Initial

Amount

Work Completed To Customer's Satisfaction

Tree Work Cost

\$30,000.00

Stump Work Cost

\$10,000.00

Dump Hauling Fee

\$

Specialized Equipment

\$

Total Estimated Cost

(Price good for 30 days)

\$40,000.00

DISCLAIMER:

Tree trimming is a dangerous job and although our trimmers are trained and skilled they are not responsible for falling coconuts, limbs, ect. or plants fences or any other non-movable items. We recommend not planting any plants under such trees.



RESOLUTION NO. 38-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE BRADFORD COUNTY SHERIFF'S CONTRACT NUMBER BCSO 22-27-1.0 FOR THE PURCHASE OF ONE (1) NEW 2027 FORD EXPLORER XLT RWD (K7H) VEHICLE FROM DUVAL FORD, LLC IN THE AMOUNT OF FIFTY-THREE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS AND THIRTY-SIX CENTS (\$53,664.36); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") desires to piggyback the Bradford County Sheriff's Contract number BCSO 22-27-1.0 for the purchase of one (1) 2027 Ford Explorer XLT RWD (K7H); and

WHEREAS, the base price for a 2027 Ford Explorer XLT RWD (K7H) Vehicle is Fifty-Three Thousand Six Hundred Sixty-Four Dollars and Thirty-Six Cents (\$53,664.36); and

WHEREAS, the term of this Agreement shall begin on the day that it is fully executed and shall extend for the period set forth in Section Z entitled "Term and Extension" of the Bradford County Sheriff's Contract; and

WHEREAS, the City Commission of the City of South Bay desires to authorize the City Manager to purchase the aforementioned vehicle and execute documentation consistent with the intent of this resolution.

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 piggyback the Bradford County Sheriff's Contract number BCSO 22-27-1.0 for the purchase of one (1) 2027 Ford Explorer XLT RWD (K7H) from Duval Ford, LLC in the amount of Fifty-Three Thousand Six Hundred Sixty-Four Dollars and Thirty-Six Cents (\$53,664.36). The City Manager is further

authorized to take all necessary and expedient action to execute all necessary documents to effectuate the intent of this Resolution.

Section 3. Allocation of Funds. The City Commission hereby authorizes the expenditure for one (1) 2027 Ford Explorer XLT RWD (K7H) from Equipment/Vehicles Account Number: 001-811-646000.

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

PASSED and ADOPTED this 1st day of September 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)

**CITY OF SOUTH BAY AGREEMENT FOR PURCHASING SERVICES
(Piggyback Competitive Award)**

**Piggyback the Bradford County Sheriff's Office
Request for Proposal
(RFP) # BCSO 22-27-1.0**

This Agreement is made this _____ day of September 2026, between the City of South Bay, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 335 SW 2nd Ave, South Bay, Florida 33493 (the "**City**"), and Duval Ford, LLC. whose address is 1616 Cassat Avenue, Jacksonville, Florida 32210 (the "**Contractor**").

WITNESSETH

WHEREAS, the City desires to enter into this Agreement ("Agreement") with Contractor for the purchase of one (1) 2027 Ford Explorer XLT RWD (K7H); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Contractor and the Bradford County Sheriff's Office, as set forth in the Bradford County Sheriff's Office Request for Proposals No. BCSO 22-27-1.0 ("the RFP"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement shall begin on the day that it is fully executed and shall extend for the period set forth in Section Z entitled "Term and Extension" of the Bradford County Sheriff's Contract.

Section 2. Contract Terms. The Contractor agrees to provide the City with the purchase of one (1) 2027 Ford Explorer XLT RWD (K7H) in accordance with the City's requirements as set forth herein and the Standard Contract between the Bradford County Sheriff's Office and the Contractor dated on or about September 13, 2022 (the "Bradford County Sheriff's Office Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the Bradford County Sheriff's Office Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Leondrae D. Camel, (City Manager), shall be the City Representative and may be reached at (561) 996-6751.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of South Bay shall be substituted for the Bradford County Sheriff's Office with regard to any and all provisions of the Bradford County Sheriff's County Agreement, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Leondrae D. Camel, City Manager
 City of South Bay
 335 SW 2nd Ave
 South Bay, Florida 33493

Copy To: Burnadette Norris-Weeks, P.A.
 City Attorney
 Burnadette Norris-Weeks, P.A.
 401 NW 7th Avenue
 Fort Lauderdale, Florida 33311

For Contractor: Richard Tackett, Manager
Duval Ford, LLC
1616 Cassat Avenue
Jacksonville, FL 32210

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 996-6751 EXT. 119, email: sbcityclerk@southbaycity.com OR BY MAIL: City of – City Clerk's Office, 335 SW 2nd Ave, South Bay, FL, 33493

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of South Bay

By: _____

Leondrae D. Camel, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF
AND RELIANCE BY THE CITY OF SOUTH BAY ONLY:

By: _____

City Attorney
Burnadette Norris-Weeks, P.A.

By: _____

Olivia Mejia, City Clerk

CONTRACTOR:
Duval Ford, LLC

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles:

Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:

Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, FL 32091
Office (904)966-6306



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

**BRADFORD COUNTY
SHERIFF'S OFFICE**

Gordon Smith
Sheriff

TITLE:		BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:		09/13/22 <i>ASL</i>
EFFECTIVE:		September 12, 2022
TERM:		FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A.	SPECIFICATIONS
	B.	PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, FL)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,



invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the



- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
 3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
 4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
 5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
 6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS



None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely to be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

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 FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered,



Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
 1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
 2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 5. **VENDOR** must maintain a copy of such affidavit.



6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and pay to the SHERIFF the net auction proceeds minus transport costs and \$400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Joe Guil
Name
9/13/22
Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

VENDOR (Duval Ford)

Richard Tackett
Name **Richard Tackett: GM**
9/13/2022
Date

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

Duval Ford
904-388-2144

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Expedition			
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K.RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K.RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
	>2022	Bronco Sport SUV			
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
	>2022	Transit Connect Van			
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
	>2022	Superduty			
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	F150 SERIES			
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
	>2022	Bronco Full Size			
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
	>2022	Maverick Pickup			
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
	>2022	Explorer SUV			
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
	>2022	Transit Connect			
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
	>2022	Escape SUV			
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
	>2022	Police Vehicles			
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #		Category	OEM Brand.	Ceiling % Markup	Note
141		WheelChair	Braun	15%	
142		WheelChair	Century	15%	
143		WheelChair	Mobility Works	15%	
144		WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

DUVAL FORD does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Contract Number BCSO 22-27-1.0

Bidder's Signature


9/5/12

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

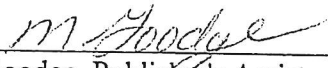
Date: 9/5/2022

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the *Bradford County Telegraph*, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: 8/25 & 9/1/22 BCT.

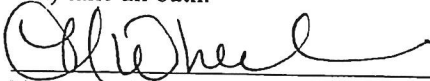
Affiant further says that the said *Bradford County Telegraph* is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.


Mary Goodge, Publisher's Assistant

STATE OF FLORIDA
COUNTY OF BRADFORD

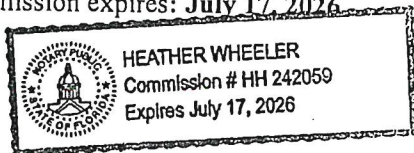
The foregoing instrument was acknowledged before me this
2nd day of September, 2022.

By: Mary Goodge who is ☒ personally known to me who did (did not) take an oath.


Notary Public - HEATHER WHEELER

STATE OF FLORIDA
My Commission expires: July 17, 2026

SEAL



REQUEST FOR PROPOSAL

The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website: bradfordsheriff.org
8/25 21chg 9/1-BCT



CITY OF SOUTH BAY

QUOTE ID	1760BDREV1	Contract Holder	7/29/26
CITY OF SOUTH BAY GABE HORTA hortag@SouthBaycity.com 561-494-5260		Duval Ford <i>Bambi Darr</i> <i>(Work) 904-381-6596</i> Bambi.Darr@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

		Code	Equipment	OEM Price Level:	BCSO Contract Price		
Labor Hours. \$90/Hr Parts Quantity	Section One: VEHICLE	2027 K7H	2027 FORD EXPLORER RWD PLATINUM	\$ 48,633.00	\$ 44,078.44		
		OEM freight	Factory Destination	\$ 1,795.00	\$ 1,824.62		
		UM	INTERIOR: AGATE BLACK	\$ -	\$ -		
		DG	EXTERIOR: MOJAVE DUSK LEATHER SEATING	\$ -	\$ -		
		600A	EQUIPMENT: PLATINUM	\$ -	\$ -		
		99C	3.0L ECOBOOST V6 ENGINE	\$ -	\$ -		
		44T	10-SPEED AUTOMATIC TRANSMISSION	\$ -	\$ -		
		50C	Universal Garage Door Opener	\$ 136.00	\$ 138.24		
		68U	3.0L Ultimate Package includes: • Lux Leather Package – Platinum Badges on Seats – Premium Leather Seating Surfaces – Quilting and Stitching on Seats – Quilting and Stitching on Door Panels • Exhaust Tips – Quad – Chrome • Wheels – 21” Dark Alloy-painted Machined Aluminum Note: P275/45R21 All-Season (A/S) BSW Tires	\$ 5,320.00	\$ 5,407.78		
				\$ -	\$ -		
	Section 4: FINAL DELIVERY	Discount	Government Concession reflected in Base Vehicle Price				
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%			
		Discount	Net invoice discounts for Account reflected in Base vehicle Price	\$ (2,757.00)			
		Ceiling Percentage Markup: Accessories		29%			
		1 TINT	TINT- Darkest Legal tint to include Windshield strip	\$ 265.00	\$ 341.85		
		1 WTECH 4	Weather Tech Laser Cut Mats (Upgraded Version)	\$ 196.00	\$ 252.84		
		Ceiling Percentage Markup: Lighting		20%			
		4 CORNER LIGHTS	(4) Corner "Hideaway" LED Lights / DUO AMBER/WHITE to include 1-Switch / Labor Included (Please contact customer before installing lights and switch for correct placement)	\$ 165.33	\$ 793.58		
		Final Delivery					
		Labor	Total Labor Hours for installation of parts	\$ -	\$ -		
		Freight	Freight on Parts	\$ -	\$ -		
		31*	Ship Through to include weight slip, MSO, Dealer PDI	\$ -	\$ -		
		317 33493	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00	\$ 634.00		
		Tag	New Sheriff Tag, processing and handling by dealer	\$ 193.00	\$ 193.00		
		NOTE					
UNIT COST					\$ 53,664.36		
TOTAL QUANTITY		1	TOTAL PURCHASE		\$ 53,664.36		

CNGP530 VEHICLE ORDER CONFIRMATION 07/29/26 09:41:09

==>

Dealer: F24081

2027 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0009 Priority: J5 Ord FIN: QE065 Order Type: 5B Price Level: 715

Ord Code: 600A Cust/Flt Name: ME PO Number:

		RETAIL	DLR INV	RETAIL	DLR INV		
K7H	4DR RWD PLTNM	\$50660	\$48633.00	68U	ULTIMATE PKG	\$5660	\$5320.00
	.119" WHEELBASE				INF KIT-DLT SPR		
UM	AGATE BLACK			91M	CONN PACK-1YEAR	NC	NC
D	LEATHER SEATING				SP DLR ACCT ADJ		(1129.00)
6	MOJAVE DUSK INT				SP FLT ACCT CR		(1153.00)
600A	EQUIP GRP				FUEL CHARGE		17.20
99C	3.0L ECOBOOST	NC	NC	B4A	NET INV FLT OPT	NC	7.00
44T	.10SPD AUTO TRAN	NC	NC		DEST AND DELIV	1795	1795.00
	P275/45R21 A/S				TOTAL BASE AND OPTIONS	58260	53151.20
	FLEET SPCL ADJ	NC	(475.00)		TOTAL	58260	53151.20
21B	LUX LEATHER PKG	NC	NC		*THIS IS NOT AN INVOICE*		
50C	GARAGE DR OPENR	145	136.00				
	BLUECRU 1YR+90D						
55C	SECURITY PKG-1Y	NC	NC				
	21" POL ALUM WH						

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD04863

RESOLUTION NO. 39-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PIGGYBACKING LEGACY CONSTRUCTION SERVICES GROUP INC D/B/A PRO PLAYGROUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR RENOVATION AND REPAIR OF COX PARK PLAYGROUND EQUIPMENT AND PADDING SYSTEM PURSUANT TO OSCEOLA BID# SDOC-24-B-094-ML; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of South Bay ("City") Florida has determined that the City is in immediate need of repair and renovation of the playground system located at Cox Park due to a fire which caused damage to the playground equipment and padding system; and

WHEREAS, on March 13, 2025, the playground equipment was vandalized, creating some safety concerns, and was properly sealed from park participants; and

WHEREAS, the City desires to piggyback Legacy Construction Services Group Inc, d/b/a/ Pro Playgrounds to repair and renovate the playground equipment at Cox Park; and

WHEREAS, the cost of the services is Seventy-Four Thousand Four Hundred Ninety-Nine Dollars (\$74,999.00) with the following exclusions: Permit Fee, Engineering, Blueprints, Survey, Additional Site Work, Equipment (lifts, high reaches, etc.), as set forth in Exhibit "A"; and

WHEREAS, the City Commission for the City of South Bay finds that piggybacking the School District of Osceola County Invitation to Bid No. SDOC-24-B-094-ML for the renovation and repair of Cox Park 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 piggyback the Osceola County School District Invitation to Bid No. SDOC-24-B-094-ML for the renovation and repair of Cox Park playground equipment and padding system between the City of South Bay and Legacy Construction Services Group Inc d/b/a Pro Playgrounds. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 1st day of September 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)

**Piggyback the School District of Osceola County
Invitation to Bid
(ITB) # SDOC-24-B-094-ML**

WITNESSETH

Section 1. Term. The term of this Agreement shall begin on the day that it is fully executed and shall extend for the period set forth in _____ of the School District of Osceola County Contract.

Section 2. Contract Terms. The Contractor agrees to provide the City with construction services to repair and renovate the playground system located at Cox Park in accordance with the City's requirements as set forth herein and the Standard Contract between the School District of Osceola County and the Contractor dated on or about [REDACTED] (the " School District of Osceola County Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the School District of Osceola County Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Leondrae D. Camel, (City Manager), shall be the City Representative and may be reached at (561) 996-6751.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of South Bay shall be substituted for the School District of Osceola County with regard to any and all provisions of the School District of Osceola County Agreement, the ITB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Leondrae D. Camel, City Manager
City of South Bay
335 SW 2nd Ave
South Bay, Florida 33493

Copy To: Burnadette Norris-Weeks, P.A.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Paul A. Adrianse, President
Legacy Construction Services Group Inc
d/b/a Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 996-6751 EXT. 119, email: sbcityclerk@southbaycity.com OR BY MAIL: City of – City Clerk's Office, 335 SW 2nd Ave, South Bay, FL, 33493

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of South Bay

By: _____

Leondrae D. Camel, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF
AND RELIANCE BY THE CITY OF SOUTH BAY ONLY:

By: _____

City Attorney
Burnadette Norris-Weeks, P.A.

By: _____

Olivia Mejia, City Clerk

CONTRACTOR:
Legacy Construction Services Group Inc
d/b/a Pro Playgrounds

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

LEGACY CONSTRUCTION SERVICES GROUP INC

Filing Information

Document Number	P16000004378
FEI/EIN Number	27-1850232
Date Filed	01/19/2016
Effective Date	06/01/2009
State	FL
Status	ACTIVE
Last Event	ARTICLES OF CORRECTION
Event Date Filed	08/27/2020
Event Effective Date	NONE

Principal Address

3725 Apalachee Pkwy
Tallahassee, FL 32311

Changed: 01/20/2023

Mailing Address

8490 Cabin Hill Road
Tallahassee, FL 32311

Changed: 01/20/2023

Registered Agent Name & Address

Adrianse, Paul Andrew
3725 Apalachee Parkway
Tallahassee, FL 32311

Name Changed: 01/20/2023

Address Changed: 02/05/2024

Officer/Director Detail

Name & Address

Title President

ADRIANSE, PAUL A
8490 CABIN HILL ROAD
TALLAHASSEE, FL 32311

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2025	02/17/2025
2026	01/14/2026

01/14/2026 -- ANNUAL REPORT	View image in PDF format
02/17/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/20/2023 -- ANNUAL REPORT	View image in PDF format
01/29/2022 -- ANNUAL REPORT	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
08/27/2020 -- Articles of Correction	View image in PDF format
01/27/2020 -- ANNUAL REPORT	View image in PDF format
03/27/2019 -- Amendment	View image in PDF format
02/13/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
01/07/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- Amendment	View image in PDF format
01/19/2016 -- Domestic Profit	View image in PDF format



TRUST — *the* — EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Project Name
Cox Park King Playground...



Date	Estimate #
1/28/2026	55063

Customer / Bill To
City of South Bay ATTN: Massih Saadatmand 105 NW 8th Ave South Bay, FL 33493

Ship To
Cox Park ATTN: King Kindred 105 NW 8th Ave South Bay, FL 33493



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Furnish labor and materials to complete the following: 1. Removal of current PG. 2. Removal of current 924 sq ft of PIP surfacing to a depth of 3". 3. Installation of 1 playground structure. 4. Installation of 1 28' x 22' x 12' Shade Structure 5. Installation of 19 tons of aggregate subbase to a 4" compacted depth. 6. Installation of 924 sq ft @ 1.75" SBR thickness (5' fall height) and 1/2" TPV thickness with 50/50 RH22 Blue and black granule mix.			
	PLAYGROUND EQUIPMENT			
25-PKP010P	Ditch Plains - Primary	1	17,484.00	17,484.00
Shipping	Combined Shipping and Freight Charges	1	2,478.00	2,478.00
	Sub Total			19,962.00
	SHADE STRUCTURE			
CSSD	28' x 22' x 12' Four-Post Hip Shade with glide elbows	1	8,698.00	8,698.00
CLR	Colors: SHADE			0.00
CLR	Colors: POSTS			0.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.5%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales



The Play & Recreation Experts

Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Cox Park King Playground...



Date	Estimate #
1/28/2026	55063

Customer / Bill To
City of South Bay ATTN: Massih Saadatmand 105 NW 8th Ave South Bay, FL 33493

Ship To
Cox Park ATTN: King Kindred 105 NW 8th Ave South Bay, FL 33493



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
ENGDRAW	Engineered Drawings for Permitting	1	850.00	850.00
Shipping	Combined Shipping and Freight Charges	1	1,682.00	1,682.00
	SAFETY SURFACING MATERIALS			
TPV-B	Premium 1350 Black Granules	20	35.00	700.00
TPV-CT24	Color TPV Granules T	20	127.00	2,540.00
SBRT	SBR Buffings T	73	38.00	2,774.00
ARODT	PremArc Aromatic T Binder Drum	2	1,768.90	3,537.80
AROPT	PremArc Aromatic Binder-T Pail	1	165.00	165.00
Shipping	Combined Shipping and Freight Charges	1	1,959.00	1,959.00
	Sub Total			22,905.80
	MATERIALS & INSTALLATION			
CC80	Concrete for Anchoring - Delivered Cost	57	9.10	518.70
AGG	Locally sourced crushed aggregate base materials (ABC Crush and Run Typical)	19	52.00	988.00
RMC	Ready Mix Concrete 2500 PSI MIN	6	200.00	1,200.00
RBAR5	No. 5 Rebar	288	1.25	360.00
LBR	Labor and Installation - Removal	1	2,775.00	2,775.00
LBR	Labor and Installation - Playground	1	10,321.50	10,321.50
LBR	Labor and Installation - Shade	1	7,363.00	7,363.00
LBR	Labor and Installation - Surfacing	1	13,405.00	13,405.00
DSC	Discount valid till 10/31/2025 "Returning Client"	1	-4,800.00	-4,800.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal: \$74,999.00

Sales Tax: (7.5%) \$0.00

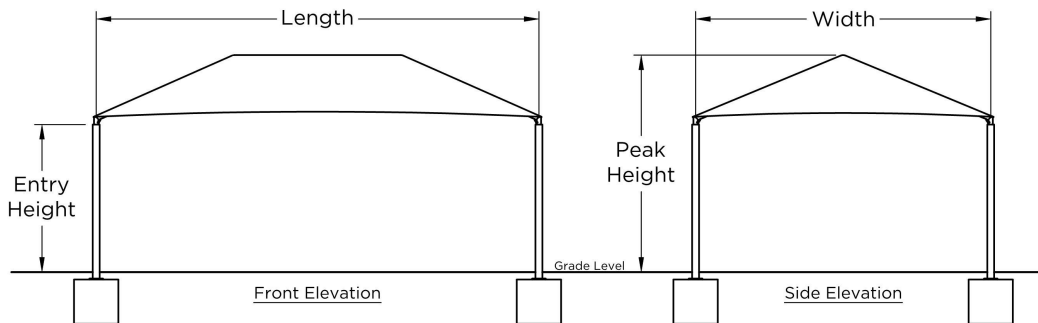
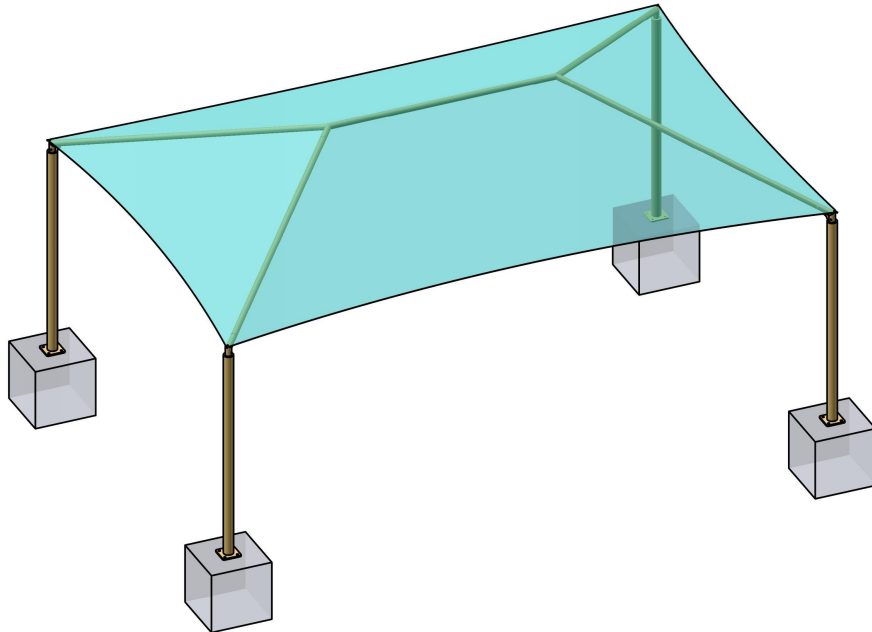
Total: \$74,999.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales

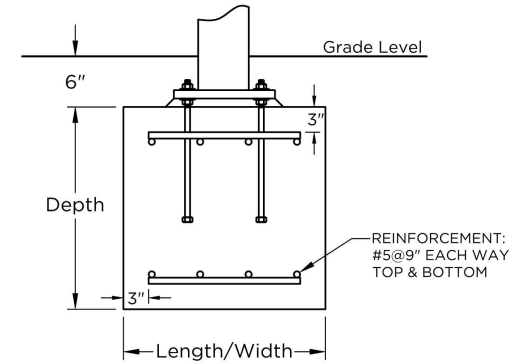
1-800-573-7529 | www.proplaygrounds.com

Hip Shade

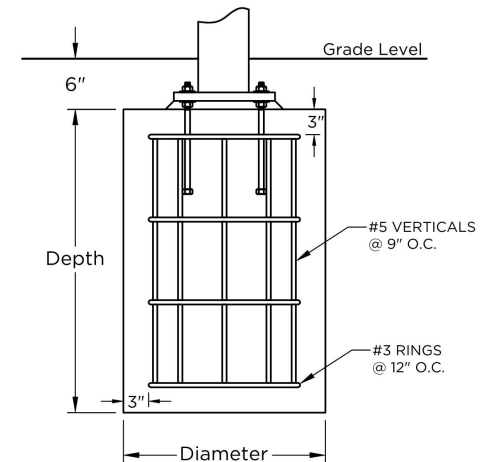
Length	28'	Width	22'	Entry Height	12'
Peak Height	16.44'	Elbow	Glide	Column Mount	Base Plate
Column Size	Ø5.5" Sch-40	Rafter Size	Ø3.5" 11-Ga	Ridge Size	Ø3.5" 11-Ga
Column Length	12.5'	Rafter Length	15.64'	Ridge Length	7.62'
Dome Qty.	1	Column Qty.	4		



Square Footing		
Column	Length & Width	Depth
Single Cap	3.46	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	5.86	N/A
3'-0"	4.07	N/A



QUOTE

120706

SHADE SIZE

28 X 22

SHADE STYLE

Hip Shade

CHANGE ORDER FORM

Date: 08/03/2026 Project: Cox Park King Playgrounds; Surfacing General - 55063

Add Tags

Address: 105 NW 8th Ave, South Bay, FL 33493

Owner: City of South Bay

Contractor: Legacy Construction Services G

Original Contract Date: 03/18/2026 Original Agreement No: 55063 Change Order No: 01 Change to the work to be performed under the original contract as follows:

CREDIT Owners accounts \$1,500 for damaged sidewalk.

Contract sum shall be adjusted as follows, subject to the terms of Section 6 and 7 of the Agreement:

Original Contract Sum:	\$ 74999
Amount of Previous Change Orders:	\$ 0.00
Current Contract Sum:	\$ 74999.00
Adjustment for this Change Order:	\$ -1500
Revised Contract Sum	\$ 73499.00

Schedule adjustments required by this change order if any:

NA

Reviewed, Agreed and Accepted by:

Owner Signature

Name and Title

Date



Contractor Signature

Name and Title

Date



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Taranza McKelvin
Vice Mayor

Albert Polk

Betty Barnard

Barbara King

Leondrae Camel
City Manager

City Clerk
Olivia Mejia

Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: August 27, 2026
Ref: Weekly check register

Enclosed, please find the summary of check register as of August 27, 2026:

General Fund

• Utility:	
Comcast	\$ 1,357.52
Verizon	614.33
FPL	8,219.48
• Bank of America	4,764.86
• CAP Government	2,197.50
• Marathon	3,439.64
• PBC Sheriff	20,997.13
• FL Blue	13,041.81
• Jordan Connors	2,500.00
• Purchased of supplies, materials and parts	5,135.77
• Payment for various services	5,836.36
• Payroll deductions	2,282.43
• Other	2,031.44
Total	<u>\$ 72,418.27</u>

Capital Project Fund

Professional Services Industries	\$ 19,715.00
Boromei Construction	40,464.06
Total Solution	9,100.00
WGI	1,343.97
	<u>\$ 70,623.03</u>

Sanitation Fund

Goode Companies, Inc	<u>\$ 70,816.08</u>
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AP Check Register Report

City Of South Bay (CSBFND)

8/14/2026 8:37:23 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17783	1291	XAVIER BRYANT	08/14/2026	89.84
17784	1461	QUADIENT FINANCE USA, INC.	08/14/2026	500.00
17785	1484	EMERALD ISLE ELECTRIC LLC	08/14/2026	21.13
17786	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	08/14/2026	1,274.29
17787	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	08/14/2026	461.30
17788	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	08/14/2026	150.00
17789	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	08/14/2026	842.89
Non-Electronic Transactions:				3,339.45
Total Transactions:				3,339.45

AP Check Register Report

City Of South Bay (CSBFND)

8/4/2026 10:02:41 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17773	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	08/04/2026	171.51
17774	FPL	FPL	08/04/2026	8,219.48
17775	HUGHE MOORE	HUGH MOORE	08/04/2026	173.91
17776	LAKE HARDWARE	LAKE HARDWARE	08/04/2026	223.97
17777	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	08/04/2026	585.00
17778	SEASON TO SEASON, LLC	SEASON TO SEASON PEST MANAGEMENT, LLC	08/04/2026	1,245.00
17779	COSTCO	COSTCO	08/04/2026	130.00
17780	CAP GOVERNMENT	CAP GOVERNMENT	08/04/2026	2,197.50
17781	MARATHON/MEX BANK	WEX BANK	08/04/2026	3,439.64
17782	1341	TAYLOR ELECTRIC AND AIR CONDITIONING INC.	08/04/2026	230.00
Non-Electronic Transactions:				16,616.01
Total Transactions:				16,616.01

AP Check Register Report

City Of South Bay (CSBFND)

8/21/2026 9:16:43 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
17790	1408	VECTOR DISEASE CONTROL INTERNATIONAL LLC	08/21/2026	826.00
17791	AMAZON CAPITAL SERVIC	AMAZON CAPITAL SERVICES	08/21/2026	1,267.87
17792	BANK OF AMERICA, NA	BANK OF AMERICA	08/21/2026	4,764.86
17793	BELLE GLADE WHOLESA	BIG LAKE SNACK SALES, INC	08/21/2026	515.53
17794	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	08/21/2026	1,500.00
17795	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	08/21/2026	144.00
17796	JOE KYLES	JOE KYLES	08/21/2026	118.27
17797	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	08/21/2026	2,500.00
17798	LAKE HARDWARE	LAKE HARDWARE	08/21/2026	172.94
17799	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/21/2026	399.77
17800	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT, INC	08/21/2026	475.00
17801	PBC CITY MANAGEMENT	PALM BEACH COUNTY CITY MANAGEMENT ASSOCI.	08/21/2026	80.00
17802	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	08/21/2026	20,997.13
17803	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	08/21/2026	1,079.99
17804	XEROX CORP	XEROX CORPORATION	08/21/2026	325.36
Non-Electronic Transactions:				35,166.72
Total Transactions:				35,166.72

AP Check Register Report
City Of South Bay (CSBFND)

8/27/2026 12:16:08 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-78603706/78603	1394	FLORIDA BLUE	08/27/2026	13,041.81
ACH-873274	AFLAC	AFLAC	08/27/2026	1,617.13
ACH-W11699559	SOLSTICE BENEFITS IN	SOLSTICE	08/27/2026	665.30
Totals:			Electronic Transactions:	15,324.24
			Total Transactions:	15,324.24

AP Check Register Report

City Of South Bay (CSBFND)

8/21/2026 12:11:19 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
402	1446	Professional Service Industries, Inc	08/21/2026	19,715.00
403	1481	BOROMEI CONSTRUCTION INC.	08/21/2026	40,464.06
404	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	08/21/2026	9,100.00
405	WGI INC	WGI INC	08/21/2026	1,343.97
Non-Electronic Transactions:				70,623.03
Total Transactions:				70,623.03

AP Check Register Report
City Of South Bay (CSBFND)

8/28/2026 8:52:47 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
406	1455	GOODE COMPANIES, INC.	08/28/2026	70,816.08
Non-Electronic Transactions:				70,816.08
Total Transactions:				70,816.08

AP Check Register Report
City Of South Bay (CSBFND)

8/25/2026 8:55:50 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-8960-826	COMCAST	COMCAST	08/25/2026	277.87
Totals:				
Electronic Transactions:				277.87
Total Transactions:				277.87

AP Check Register Report
City Of South Bay (CSBFND)

8/4/2026 10:42:26 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-9928-826	COMCAST	COMCAST	08/04/2026	199.27
Totals:				
			Electronic Transactions:	199.27
			Total Transactions:	199.27

AP Check Register Report

City Of South Bay (CSBFND)

8/10/2026 12:17:01 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-1081-826	COMCAST	COMCAST	08/10/2026	400.51
ACH-9978-826	COMCAST	COMCAST	08/10/2026	479.87
Totals:				
Electronic Transactions:				880.38
Total Transactions:				880.38

AP Check Register Report

City Of South Bay (CSBFND)

8/26/2026 1:58:54 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-613000086830	1146	VERIZON CONNECT FLEET USA LLC	08/26/2026	189.50
ACH-6150593496	VERIZON WIRELESS	VERIZON WIRELESS	08/26/2026	424.83
Totals:			Electronic Transactions:	614.33
			Total Transactions:	614.33