

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

**CITY OF SOUTH BAY  
CITY COMMISSION MEETING AGENDA  
COMMISSION CHAMBER  
335 SW 2<sup>ND</sup> AVENUE, SOUTH BAY FL 33493**

**TUESDAY, AUGUST 07 2018  
7:00 P.M.**

**[www.southbaycity.com](http://www.southbaycity.com)  
Phone: 561-996-6751 Fax: 561-996-7950**

Mayor:	Joe Kyles Sr.
Vice Mayor:	John Wilson
Commissioner:	Esther Berry
Commissioner:	Taranza McKelvin
Commissioner:	Betty Barnard
City Manager:	Leondrae D. Camel
City Attorney:	Burnadette Norris-Weeks
City Clerk:	Jessica Figueroa

# **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**

- **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.
- **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.
- **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.**

**AGENDA  
CITY OF SOUTH BAY  
CITY WORKSHOP  
CITY COMMISSION CHAMBERS  
AUGUST 07, 2018 @ 6:30 P.M.**

*South Bay, the Crossroads of South Florida,  
We envision a sustainable economy, Let Us Grow Together*

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**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.

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
  - 3a. 2018-2019 Budget Presentation**
  - 3b. Strategic Planning Update**
- 4. ADJOURNMENT**

**AGENDA  
CITY OF SOUTH BAY, FLORIDA  
REGULAR CITY MEETING  
CITY COMMISSION CHAMBERS  
AUGUST 07, 2018 @ 7:00 P.M.**

*South Bay, the Crossroads of South Florida,  
We envision a sustainable economy, Let Us Grow Together*

.....  
**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.  
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1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS/PROCLAMATIONS**

3a. Recognition of the 35<sup>th</sup> Anniversary as International City Manager Association - Daniel P. Clark, P.E. Town Administrator, Lake Clarke Shores

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

5. **CONSENT AGENDA**

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

5a. Approval of City Meeting Minutes -      June 05, 2018 (City Workshop)  
   June 05, 2018 (Regular City Meeting)  
   July 17, 2018 (City Workshop)  
   July 17, 2018 (Regular City Meeting)

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

- 6a. **RESOLUTION 34-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM C.A.P. ENGINEERING, INC. IN RESPONSE TO THE GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

**6b.     RESOLUTION 35-2018**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR IMPLEMENTATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2018-2019; PROVIDING FOR AN EFFECTIVE DATE.

**7.     ORDINANCE**

**8.     ROSENWALD ELEMENTARY SCHOOL**

**9.     FINANCE REPORT**

9a.     Accounts Payable Report

**10.    CITY CLERK REPORT**

**11.    CITY MANAGER REPORT**

**12.    CITY ATTORNEY REPORT**

**13.    FUTURE AGENDA ITEMS**

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

**15.    ADJOURNMENT**

City of South Bay  
City Workshop  
June 05, 2018

A City Workshop 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. 2<sup>nd</sup> Avenue, South Bay, Florida on June 05, 2018 at 6:30 p.m.

Present:

Mayor Joe Kyles  
Vice-Mayor John Wilson  
Commissioner Esther E. Berry  
Commissioner Betty Barnard

Staff:

Burnadette Norris-Weeks, City Attorney  
Leondrae Camel, City Manager  
Jessica Figueroa, City Clerk  
Massih Saadatmand, Finance Director

Mayor Kyles opened the meeting with discussion of the consent agenda, item 3a South Bay Park of Commerce.

Mayor Kyles introduced a letter from Melissa Mckinley, dated May 16, 2018, in regards to the industrial park. He stated the letter referenced concerns with the area 5 year plan and the infrastructure.

The City Manager specifically referenced Resolution 09-2018, section 3 relating to Economic Development's primary concern's: *(full discussion/recording available through the City Clerk's Office)*

- The creation of an Economic Development Agreement related to the property that will benefit the overall welfare of the city.
- Economic Development for the City of South Bay shall be the primary focus of all negotiations
- Development shall be reasonably similar to the conceptual plans submitted and completed within a 5 year period
- All development shall comply with the current zoning; uses currently permitted (no farming permitted)
- Negotiations shall require specific considerations and contract provisions for job creation and job training of local South Bay residents.
- A requirement that the property revert back to the City of South Bay if not developed within a five (5) year period, irrespective of market forces.
- That payments shall be made for the property for not less than the fair market value as last appraised by the city.

The City Manager stated that the city was now considered AE flood zone, which impacts the property and some development may not be able to occur. He identified "those" issues addressed by Melissa McKinely's Office, as they related to US Army Corp of Engineers regarding the Dike; FEMA relating to flood insurance rate maps; engineering relating to road development. He stated there were some things the developers would have to consider when developing.

The City Attorney stated, there were conversations with the entity, which were successful and now the city was at a point where issues were being raised; issues that were known prior to the time that the discussions took place. She wasn't sure it was in the best interest of the city to continually push out the deadline when the issues were known prior to bids being placed. *(full discussion/recording available through the city clerk's office)*

Mayor Kyles allowed discussion from representatives with the County and South Florida Logistical Holdings, LLC in reference to the plans for the Park of Commerce project.

Commissioner Berry requested to hear from South Florida Logistical Holdings LLC. Representative Clifford Hertz wanted to research the county's ethics ordinance as it relates to elected officials code of silence during negotiations; and if there was an exception of the code of silence relating to discussions at a public meeting *(full discussion/recording through the City Clerk's Office)*

Mayor Kyles requested to hear from the county. Deputy Director Sherri Howard, with Palm Beach County Housing and Economic Sustainability. Ms. Howard stated, the county's goal in this process was the Inland Logistic Center, relating to an important employment center for the Glades. She referenced the county's letter and wanted to provide the city with the best information from each of the organizations (Army Core, FEMA and County's Engineering Department).

Commissioner Berry noted sections of the letter, written May 16, 2018, referred to the restoration of Herbert Hoover Dike. Ms. Howard stated once the restoration of the dike is concluded then FEMA could go in and certify the flood maps, as it relates to higher cost of elevation being achieved in order to move forward with new development. Ms. Howard stated "Nine Feet" was the elevation which should be achieved now Once the dike is completed those elevations could be reduced significantly.

Clifford Hertz, representing South Florida Logistical Holding LLC, stated there is an exception to the code for anything occurring at a public meeting. He stated, Mr. Jackson would speak on behalf of the RFP awardees. Mr. Hertz alluded to the section relating to the county code of silence, for the record, "Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance" and Sub-Section B, relating to oral communication at any public proceedings including pre-bid conference, oral presentations before selection committee, and contract negotiations at any public meeting.

Mr. Jackson commented the desire to purchase the land. He stated, no commitment or verbiage during the bid process. However the specified the time came after the process. He said, in order to respond to a document that was not inclusive, as it relates to time, was like agreeing to a process which wasn't clearly defined. He stated, "if all of the information was clear and known, the conversations could have been", relate to the process being proposed at that Point. He said, the commitment was still there



and the willingness to do a lot of the preliminary work in advance of the 5 year period, once the contract was entered into. *(Full discussion/recording available through the City Clerk's Office)*

Mayor Kyles asserted the industrial park had been sitting in the City of South Bay since 1997; South Florida Logistical Center LLC was committed to build an industrial park and move forward with the purchase of the property. He asked the commission for their feedback on the matter, with expectations the city would be able to move forward on the particular resolution, relating to the sale of the property.

Vice-Mayor Wilson stated due to the size of the property it was nearly impossible for a project to be completed within 5 years. However, it should not take 10 years.

Commissioner McKelvin asked if the building had to completed in 5 years or the conceptual planning within the 5 year period.

The City Attorney referenced the letter from the county, stating the estimated date for the FEMA completion update would be in 2022. She said the city was looking at 4 years before the company would say they would be doing anything. She said, if the estimated date is 2022, relating to FEMA, the city may have companies willing to put the right elevation in, if FEMA did nothing. She expressed (1) if the commission approved with bringing back something, relating to the industrial park, she would not know what to bring back because it would be at least 4 years for them to be in a position to draft up plans; (2) the city would probably want to think of what would tie up the land; (3) have something in place which would not obligate the city; (4) at some point notice if nothing had been done; (5) no plans submitted then the city would have the ability to back out.

Mayor Kyles announced the commission would continue discussion at the regular meeting.

Mayor Kyles adjourned the city workshop at 7:02 p.m.

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Joe Kyles, Mayor

ATTESTED BY:

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Jessica Figueroa

City of South Bay  
Regular City Meeting  
June 05, 2018

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. 2<sup>nd</sup> Avenue, South Bay, Florida on June 05, 2018 at 7:02 p.m.

**Present:**

Mayor Joe Kyles  
Vice-Mayor John Wilson  
Commissioner Esther E. Berry  
Commissioner Taranza McKelvin  
Commissioner Betty Barnard

**Staff:**

Burnadette Norris-Weeks, City Attorney  
Leondrae Camel, City Manager  
Jessica Figueroa, City Clerk  
Massih Saadatmand, Finance Director

Mayor Kyles called for any voting conflicts; Commissioner McKelvin stated that he had a conflict relating to Resolution 25-2018 due to his affiliation of the organization "Preparing Tomorrow's Leader Today, Inc." He completed the conflict of interest form 1B for the record.

**Presentations/Proclamations**

A presentation relating to an update on Lakeside Medical was given by Health Care District CEO, Darcy Davis. The following slides were presented to the commission: *(full recording/discussion available through the City Clerk's Office)*

- Expanding Access to quality Health Care in the Glades
- Your Presenters... (names)
- Committed to keeping the Glades Healthy
- Board of Commissioners
- Lakeside Medical Advisory Board
- About Lakeside Medical Center
- By the Numbers...
- Accomplishments, Investments and Improvements
- Initiatives
- Strategic Plans to enhance services
- Here to Stay
- Strengthening the Health Safety net for Palm Beach County
- Community Input
- Questions

Mayor Kyles approved the proclamation proclaiming "A Day of Compilation of Baptist Churches throughout South Florida", especially in the Glades Area. The City Clerk read the proclamation for the record.

Mayor Kyles continued discussion relating to Resolution 09-2018 Industrial Park. He requested to hear from Mayor Melissa McKinley.

Mayor McKinley stated, the issue relating to the Industrial Park was a major component in the Glades Regional Master Plan, which actually won a national award. She stated there were three issues relating to the way the contract was written, (1) issue related to the project being open and operational within 5 years; which was surrounded by the reconstruction of the Herbert Hoover Dike, without the completion of the dike the city would still be sitting on new FEMA flood zone. (2) Issues with the alignment of the road which would take some time on the County's part. (3) The FEMA issue and the Army Corp of Engineers issue on the Herbert Hoover Dike. She said the city looking at the completion date for the Herbert Hoover Dike in 2022, after which FEMA would have to come in and re-do the flood maps taking it out of the flood zone. If it was not taken out of the flood zone, then the city would have to look into increasing property to 18 feet that was 6-9 of fill on the property. She stated "to be operational in 5 years was impossible. She support the city should have something that holds the firm to the timeline. She supports the commission decision for their revisions of the contract. *(Full discussion/recording available through the City Clerk's Office)*

Commissioner Berry made a motion to direct staff to continue discussion with South Florida Logistical Holdings LLC. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

**Public Comments** *(full discussion/recording available through the City Clerk's Office)*

Kina Phillips made a public comment relating to hurricane preparation for the residents within the City.

**Consent Agenda**

Mayor Kyles called for approval of the consent agenda, inclusive of May 15, 2018 city workshop and regular city meeting minutes, with corrections made by Commissioner Berry. The motion to approve the consent agenda was made by Commissioner Berry and seconded by Vice-Mayor Wilson. The vote was unanimously approved.

**Resolution**

Commissioner Barnard made a motion to approve Resolution 24-2018, a resolution of the City Commission of the City of South Bay, Florida, approving an employee time clock policy for inclusion in the city's employee handbook; providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Commissioner Barnard made a motion to approve Resolution 25-2018, a resolution of the City of South Bay, Florida, authorizing the City Manager to execute the attached agreement between the City of South Bay and preparing tomorrow's leaders today Inc. for usage of city park and restroom facilities; providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

Vice-Mayor Wilson made a motion to approve Resolution 26-2018, a resolution of the City of South Bay, Florida, authorizing the City Manager to execute the attached agreement between the City of South Bay and Kings Tutoring & Mentoring Foundation, Inc. for usage of city park and restroom facilities; providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was Commissioner McKelvin, no; Commissioner Barnard, yes; Commissioner Berry, yes; Vice-Mayor Wilson, yes; and Mayor Kyles, yes.

Commissioner McKelvin made a motion to approve Resolution 27-2018, a resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached agreement between the City of South Bay and Gulf Stream Council of Boy Scouts of America, Inc. for usage of city park and restroom facilities; providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

Vice-Mayor Wilson made a motion to approve Resolution 28, 2018, a resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached statewide mutual aid agreement for the reimbursement of Hurricane Irma related expenses; providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

#### **City Clerk Report**

The City Clerk stated, the staff was currently working on ways to get more participation with our youth council within the City of South Bay grades (7th through 12th grade). She added possibly working with Christ Fellowship to paint houses in the city. She asked if you know of anyone interested in helping, notify her.

The City Clerk announced the next meeting would be on July 17, 2018, due to the approved cancellation dates June 19th and July 3rd.

#### **City Manager**

The City Manager presented the following updates:

- City Parks Modernization - County was trying to find additional funding to assist the city
- State of Financial Emergency - State receiving the final draft of the audit report to close out 2017
- US Sugar delivering a van for the City of South Bay "tomorrow" June 06, 2018 at 10:00 a.m.

#### **Future Agenda Items**

Commissioner Barnard made a motion to bring back a resolution that the City Clerk report to the City Manager. The motion seconded by Commissioner Berry. The vote was unanimously approved.

Commissioner Berry made a motion for the Finance Department to prepare a budget schedule for fiscal year 2018-2019. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Commissioner Berry made a motion, for the Finance Department to prepare budget amendments for 2017-2018. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

**Commissioners Comments**

Commissioner McKelvin thanked all who attended the meeting.

Commissioner Barnard thanked all who attended the meeting; asked all to tell someone to attend the city meetings.

Commissioner Berry thanked all who attended the meeting.

Vice-Mayor Wilson mentioned, Palm Beach County's Ordinance 2015-025 relating to prohibiting anyone to collect money on the side of the road. He stated, the commission supports any organizations that come before the city. He said, the negative comments relating to the commission needs to stop; according to the ordinance the sheriff office has the right to remove anyone soliciting money on the side of the road.

Vice-Mayor Wilson asked everyone to pray for his son, who was currently on life support. He also thanked everyone who attended the meeting.

Mayor Kyles thanked everyone who attended the meeting. He asked everyone to continue to support our city.

Mayor Kyles adjourned the city meeting at 8:55 p.m.

ATTESTED BY:

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Joe Kyles, Mayor

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Jessica Figueroa

City of South Bay  
City Workshop  
July 17, 2018

A City Workshop 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. 2<sup>nd</sup> Avenue, South Bay, Florida on July 17, 2018 at 6:30 p.m.

**Present:**

Mayor Joe Kyles  
Vice-Mayor John Wilson  
Commissioner Esther E. Berry  
Commissioner Betty Barnard

**Staff:**

Burnadette Norris-Weeks, City Attorney  
Leondrae Camel, City Manager  
Jessica Figueroa, City Clerk  
Massih Saadatmand, Finance Director

Mayor Kyles opened the meeting with discussion of the July 17, 2018 regular agenda items.

The City Clerk read Resolution 29-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida, accepting the twelfth addendum to the law enforcement service agreement between the City of South Bay and Ric. L. Bradshaw, Sheriff of Palm Beach County Florida; Providing for an effective date.

The City Manager clarifies, the City of South Bay and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida executed a Law Enforcement Service Agreement effective December 01, 2005. He stated, this was the twelfth addendum for law enforcement services within the City of South Bay. He said the sheriff was requesting a two (2 %) percent increase, this would result in a total increase for the law enforcement budget of \$184,555.00. He stated, staff was recommending the Sheriff's request for law enforcement increase.

The City Clerk read Resolution 30-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida, approving the donation and transfer of ownership for a vehicle from United States Sugar Corporation to the City of South Bay; for use in the City's Parks and Recreation Department; Authorizing the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution; Providing for an effective date.

The City Manager expressed, United States Sugar Corporation desire to donate a 2012 Chevrolet Van to the City of South Bay for use in the City's Parks and Recreation Department. He said the donation of the 2012 specified Van was in the best interest of the City and its residents.

Mayor Kyles directed the City Manager to send a thank you letter to US Sugar for the donation of the van, on behalf of the City of South Bay.

The City Clerk read Resolution 31-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached neighborhood engagement and transformation grant program agreement between Palm Beach County and City of South Bay; Providing for an effective date.

The City Manager explained that the Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desires to improve the quality of life within their communities. He stated, the City of South Bay submitted a grant application for the Neighborhood Engagement and Transformation Grant, which consisted of procurement of items for a "Community Day" event that will promote unity, economic growth, cultural diversity and local leadership. He indicated, the County desired to award the City an amount not to exceed \$10,000 to help offset expenses toward the City's implementation of its Community Festival Project.

The City Clerk read Resolution 32-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida relating to finances, providing for amendments to the fiscal year budget beginning October 01, 2018 and ending September 30, 2019; Approving associated budget amendments; Providing an effective date.

The City Manager stated, as required by Section 200.065, Florida Statutes, the City Commission held a public hearing on October 03, 2017 to adopt the annual budget for fiscal year 2017-2018. He indicated, the City Commission adopted Resolution 100-2017 setting forth the appropriations for General Fund Budget estimated for the fiscal year 2017-2018 in the amount of \$2,157,638 and Capital Project Fund estimated total sum of \$1,364,885.00. He clearly stated, it was necessary to amend the fiscal year 2018-2019 General Fund Budget to recognize an increase in revenue by \$220,895.00. He introduced the following additional expenses:

- (101) Legislative Department - \$2,000.00
- (111) City Manager Department - \$24,775.00
- (121) City Clerk Department - \$6,850.00
- (131) Finance Department - \$2,370.00
- (151) Planning and Zoning Department - \$5,100.00
- (191) Non-Department - \$153,150.00
- (311) - Community Development Department - \$12,300.00
- (611) - Public Safety Department - \$3,500.00
- (711) - Parks and Recreation Department - \$10,850.00

The City Manager said it was necessary to amend the fiscal year 2017-2018 Capital Project Fund Budget by \$24,527.00 due to additional work performed on MLK road project.

Commissioner Berry requested additional back-up information from the Finance Department, relating to the 10 line items mentioned by the City Manager.

The City Clerk read Resolution 33-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida, establishing a tentative millage rate for the fiscal year commencing October 01, 2018 through September 30, 2019, pursuant to section 200.065, Florida Statutes; Providing for an effective date.

The City Manager explained, the gross taxable value for operating purposes not exempt from taxation within the City of South Bay has been certified by the Palm Beach County Property Appraiser to the City of South Bay as \$68,274,109.00. He stated the millage rate for fiscal year 2018-2019 was 6.3089 mills, which is \$6.30 per \$1000.00 of taxable property value within the City of South Bay; also the millage rate represented a 5.12% increase over the rollback rate of 6.0016 mills. He said the city scheduled its first public hearing on the proposed budget and millage rate to be held on September 11, 2018.

**City Manager Report**

The City Manager presented the following updates:

Palm Beach County granted the City of South Bay with an additional \$355,000.00; The agreement with be coming back to the City of South Bay.

On July 5, 2018 the City of South Bay was officially released after 20 years on the list, from the State of Financial Emergency; He would read the letter from the State at the regular meeting.

Mayor Kyles adjourned the City Workshop at 6:58 p.m.

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Joe Kyles, Mayor

ATTESTED BY:

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Jessica Figueroa



City of South Bay  
Regular City Meeting  
July 17, 2018

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. 2<sup>nd</sup> Avenue, South Bay, Florida on July 17, 2018 at 7:02 p.m.

**Present:**

Mayor Joe Kyles  
Vice-Mayor John Wilson  
Commissioner Esther E. Berry  
Commissioner Betty Barnard

**Staff:**

Burnadette Norris-Weeks, City Attorney  
Leondrae Camel, City Manager  
Jessica Figueroa, City Clerk  
Massih Saadatmand, Finance Director

Mayor Kyles called for any voting conflicts; There were none.

**Presentations** *(full recording/discussion available through the City Clerk's Office)*

A presentation of "Clive Walford Day" was given by the City Manager, along with a brief biography of Mr. Walford; the second Saturday of July would be known as Clive Walford Day within the City of South Bay. The City Commission presented Mr. Walford with a plaque and a key to the city.

Sergeant Ortiz presented the status of the city, in regards to the Sheriff's Office. He mentioned community involvement relating to suspicious activities; the City would be seeing increase patrols by the deputies within South Bay neighborhoods and businesses along US HWY 27. Vice-Mayor Wilson asked, "What would happen if someone would call in and didn't want to be involved." Sergeant Ortiz respond, "if anyone wanted to call in a crime, they could let the dispatcher know, they would like to keep their name anonymous, but still want to help." He gave the non-emergency number for the sheriff's office (561-996-1670).

**Consent Agenda**

Commissioner Berry made a motion to table the consent agenda, inclusive of June 05, 2018 city workshop and regular city meeting minutes, until the next city meeting on August 07, 2018. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

**Resolutions**

The City Clerk read Resolution 29-2018 for the record.

Vice-Mayor Wilson made a motion to approve Resolution 29-2018, a Resolution of the City Commission of the City of South Bay, Florida, accepting the twelfth addendum to the law enforcement service agreement between the City of South Bay and Ric. L. Bradshaw, Sheriff of Palm Beach County Florida; Providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

The City Clerk read Resolution 30-2018 for the record.

Vice-Mayor Wilson made a motion to approve Resolution 30, 2018, a Resolution of the City Commission of the City of South Bay, Florida, approving the donation and transfer of ownership of a vehicle from United States Sugar Corporation to the City of South Bay for use in the City's Parks and Recreation Department; Authorizing the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution; Providing for an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

The City Clerk read Resolution 31-2018 for the record.

Commissioner Barnard made a motion to approve Resolution 31-2018, a Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached neighborhood engagement and transformation grant program agreement between Palm Beach County and City of South Bay; Providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 32-2018 for the record.

Commissioner Berry made a motion to approve Resolution 32-2018, a Resolution of the City Commission of the City of South Bay, Florida relating to finances, providing for amendments to the fiscal year budget beginning October 01, 2018 and ending September 30, 2019; Approving associated budget amendments; Providing an effective date. The motion was seconded by Commissioner Barnard. The vote was unanimously approved.

The City Clerk read Resolution 33-2018 for the record.

Commissioner Barnard made a motion to approve Resolution 33-2018, a Resolution of the City Commission of the City of South Bay, Florida, establishing a tentative millage rate for the fiscal year commencing October 01, 2018 through September 30, 2019, pursuant to section 200.065, Florida Statutes; Providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

### **Rosenwald Elementary School**

Commissioner Berry shared, she met with Principal Napier, who requested to provide a presentation to the Commission relating to the 2018-2019 school year academic planning. She said, Principal Napier will be presenting at the next city meeting on August 7th.

### **City Clerk Report**

The City Clerk announced the next meeting for August 07, 2018, beginning with a workshop at 6:30 p.m. followed by a regular meeting at 7:00 p.m.

Also, she announced the commission was invited to a "First Father and Family Fun Day" at Glades Pioneer Park on July 21, 2018 from 10:00 a.m. - 3:00 p.m., hosted by Lutheran Services.

**City Manager Report** *(full discussion/recording available through the City Clerk's Office)*

The City Manager presented the following updates:

- City awarded an additional \$355,000.00 from the County for the modernization of city parks; An agreement would be forthcoming from the county for official approval by the Commission.
- City of South Bay is no longer in a state of financial emergency. He read the letter from the State of Florida Office of the Governor, for the record.
- Fiscal year 2018-2019 Budget preparation schedule

**Future Agenda Items**

Commissioner Barnard asked the City Attorney, what was the outcome of the research relating to the motion she made at the last meeting.

The City Attorney stated it would have to be approved by referendum. She said the charter doesn't specify who the City Clerk reports to, however it does say the City Clerk is appointed by the commission; the commission shall set the duties of the City Clerk. She said the intent, relating to how the City Clerk position was written, was that it needed to be on a ballot as a referendum.

Commissioner Barnard requested to bring back a charter revision study with the Manager and Staff.

Commissioner Berry stated, several weeks ago the city mailed out a community survey relating to Economic Development within the next 5 years; she would present the results at the next city meeting on August 7th.

**Commissioners Comments**

Commissioner Barnard thanked everyone who attended the meeting. She also urged all to continue to attend and asked everyone to bring someone with them next time.

Commissioner Berry thanked everyone who attended the meeting.

Vice-Mayor Wilson mentioned two projects within the City of Belle Glade which he would try to get information on as it related to jobs being available within the Glades. He shared, his son Johnathan is doing well and thanked everyone who prayed for him.

Mayor Kyles discussed an update on Herbert Hoover Dike rehabilitation; Army Core of Engineers; the need for guardrails going toward Villa Lago. He mentioned a need for local training relating to the rehabilitation of the dike. He shared attending a meeting of the Palm Beach County Emergency Management relating to hurricane preparation, emergency shelters, and evacuations.

Mayor Kyles adjourned the regular city meeting at 8:11 p.m.

ATTESTED BY:

\_\_\_\_\_  
Joe Kyles, Mayor

\_\_\_\_\_  
Jessica Figueroa

**RESOLUTION NO. 34-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM C.A.P. ENGINEERING, INC. IN RESPONSE TO THE GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of South Bay ("City") has a continuing agreement with C.A.P. Engineering, Inc. ("CAP Engineering") for the provision of professional engineering services to the City; and

**WHEREAS**, in February 2018, the City entered into a Standard Grant Agreement number LP50102 with the Florida Department of Environmental Protection for funding of a project described as *Flood Control and Waterway Management* in an amount of Five Hundred Fifty Thousand Dollars (\$550,000.00); and

**WHEREAS**, the Grant Agreement includes a professional engineering services component and the City has requested a proposal from CAP Engineering; and

**WHEREAS**, CAP Engineering has provided a proposal for professional engineering services not to exceed Fifty-Three Thousand Fifteen Dollars (\$53,015.00); and

**WHEREAS**, the City Commission of the City of South Bay accepts the proposal from CAP Engineering, attached hereto as Exhibit "A", under its continuing agreement for the provision of Professional Engineering Services and consistent with the terms and conditions outlined within Standard Grant Agreement #LP50102; and

**WHEREAS**, the City Commission of the City of South Bay ("City Commission") deems these services as vitally important to the residents and citizens of the City; and

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

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

**Section 2. Acceptance of Proposal.** The City Commission of the City of South Bay hereby accepts the proposal from C.A.P. Engineering, Inc. to provide Professional Engineering Services to the City in the amount of Fifty-Three Thousand Fifteen Dollars (\$53,015.00) under its continuing agreement as set forth in Exhibit "A", and authorizes the City Manager to execute said proposal. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution consistent with the requirements set forth in the Standard Grant Agreement number LP50102 between the City of South Bay and the Florida Department of Environmental Protection.

**Section 3. Allocation of Funds.** The City Commission hereby authorizes the City Manager to allocate the necessary and budgeted funds to pay for the services contemplated herein.

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

**PASSED and ADOPTED** this 7th day of August 2018.

\_\_\_\_\_  
Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by: \_\_\_\_\_

Seconded: \_\_\_\_\_

VOTE:

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

July 24, 2018

Mr. Leondrae Camel  
City Manager, City of South Bay  
335 SW 2<sup>nd</sup> Ave.  
South Bay, FL, FL 33493

E-mail: [camell@southbaycity.com](mailto:camell@southbaycity.com)

**RE: Proposal for Professional Engineering Services for City of South Bay Flood Control and Waterway management Project**

Dear Mr. Camel:

We appreciate the opportunity extended to C.A.P. Engineering, Inc. (CAP) by requesting the submittal of this proposal for Professional Engineering services for the referenced project. The following Scope of Services is based on the information received from your office and is hereby submitted for your review and approval.

**Scope of Services**

Task 1 - Provide signed and sealed plans and specifications.

Task 2 - Provide pre- and post-bid support

Lump Sum Fee .....	\$ 42,250.00
Survey .....	\$ 9,500.00
Geotechnical .....	\$ 5,990.00
Previous Billing .....	<u>(\$ 4,725.00)</u>

**GRAND TOTAL .....** **\$ 53,015.00**

**Deliverables:** Signed and sealed plans and specification package consistent with all terms and conditions set forth in the Standard Grant Agreement number LP50102 between the City of South Bay and the Florida Department of Environmental Protection.

This proposal does not include: Construction observation / inspection services. Any permitting services and governmental application fees shall be the responsibility of the owner.

The project will be invoiced in 25% increments of completion, i.e., 25%, 50%, 75% and 100%.

Should you find this proposal acceptable please execute in the space provided and return it to me. In the interest of time, we have begun providing the Scope of Services described herein. If you have any questions, or wish to discuss this proposal further, please contact Mr. David Mendez, PE, Project Manager at (305) 801-2854.

Very Truly Yours,  
CAP Engineering, Inc.

Carlos A. Penin, PE President

Accepted by: \_\_\_\_\_  
Mr. Leondrae Camel  
City Manager  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

<b>1. Project Title (Project)</b> City of South Bay Flood Control and Waterway Management	<b>Agreement Number</b> <b>LP50102</b>
<b>2. Parties</b> <b>State of Florida Department of Environmental Protection,</b> <b>3900 Commonwealth Boulevard</b> <b>Tallahassee, Florida 32399-3000</b> (Department)	
<b>Grantee Name:</b> City of South Bay	<b>Entity Type:</b> Municipality
<b>Grantee Address:</b> 335 SW 2nd Avenue, South Bay, Florida 33493	<b>FEID:</b> 59-6000492 (Grantee)

<b>3. Agreement Begin Date:</b> <b>July 1, 2017</b>	<b>Date of Expiration:</b> <b>June 30, 2020</b>
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<b>4. Project Number:</b> (If different from Agreement Number)	<b>Project Location(s):</b> 26.664 / -80.716
<b>Project Description:</b> <b>Flood Control and Waterway Management</b>	

<b>5. Total Amount of Funding:</b>  \$550,000.00	<b>Funding Source?</b>	<b>Award #s or Line Item Appropriations:</b>	<b>Amount per Source(s):</b>
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY17-18 GAA Line Item #1606A</b>	<b>\$550,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		

<b>6. Department's Grant Manager</b> <b>Name:</b> Janice Simmons or successor <b>Address:</b> 3900 Commonwealth Boulevard Tallahassee, FL 32399-3000 <b>Phone:</b> (850) 245-2978 <b>Email:</b> Janice.L.Simmons@dep.state.fl.us	<b>Grantee's Grant Manager</b> <b>Name:</b> Leondrae D. Camel or successor <b>Address:</b> 335 SW 2nd Avenue South Bay, Florida 33493 <b>Phone:</b> (561) 996-6751 <b>Email:</b> camell@southbaycity.com
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**7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:**

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)
<input type="checkbox"/> Exhibit C: DEP Property Reporting Form
<input checked="" type="checkbox"/> Exhibit D: Payment Request Summary Form
<input type="checkbox"/> Exhibit E: Quality Assurance Requirements
<input type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9. City of South Bay

GRANTEE

Grantee Name

By

  
(Authorized Signature)

1/07/2018  
Date Signed

Joe Kyles, Mayor of City of South Bay, Florida


Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

  
Secretary or Designee

2/21/18  
Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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DWRA Additional Signatures

---

  
Janice Simmons, DEP Grant Manager

  
Sandy Waters, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
  - i. Attachment 2, Special Terms and Conditions
  - ii. Attachment 3, Grant Work Plan
  - iii. Standard Grant Agreement
  - iv. Attachment 1, Standard Terms and Conditions
  - v. Attachments other than the Grant Work Plan and Special Terms and Conditions, in numerical order as designated in the Standard Grant Agreement
  - vi. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department

making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

**6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

**7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:  
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. Interim Payments. Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect,

and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
    - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
  - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
  - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
  - f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
- 10. Status Reports.**
- a. The Grantee shall submit status reports quarterly, unless otherwise specified in the Special Terms and Conditions, on Exhibit A, Progress Report Form, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly

reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports and deliverables submitted by the Grantee within thirty (30) calendar days.

#### **11. Retainage.**

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- i. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

- ii. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

- iii. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance.

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.



- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

### 13. Termination.

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

### 14. Notice of Default.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

### 15. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by the Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
  - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.

- iii. **Notification.** The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>)

**27. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this

duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.

- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of the Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

**37. Prohibited Local Government Construction Preferences.**

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT AGREEMENT  
SPECIAL TERMS AND CONDITIONS  
AGREEMENT # LP50102**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of South Bay Flood Control and Waterway Management. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

**2. Duration.**

**a. Reimbursement Period.**

The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement.

**b. Extensions.** There are extensions available for this Project.

**c. Service Periods.** Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

**a. Compensation.** This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.

**b. Invoicing.** Invoicing will occur as indicated in Attachment 3.

**c. Advance Pay.** Advance Pay is not authorized under this Agreement.

**4. Costs Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

**5. Match Requirements.**

There is no match required on the part of the Grantee under this Agreement.

**6. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.



**7. Additional Lobbying Requirements for Federally-Funded Agreements**  
This Agreement is not federally funded.

**8. Miscellaneous Contract Terms.**

a. Retainage.

No retainage is required under this Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. State-owned land.

The work will not be performed on State-owned land.

d. Office of Policy and Budget Reporting.

Additional Requirements for Projects with Specific Line Item Appropriations. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).

**9. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** City of South Bay Flood Control and Waterway Management

**PROJECT LOCATION:** The Project will be located in the south east quadrant of the City of South Bay. Bounded by SR 80 (also known as East Palm Beach Road) on the north, WFWMD Canal on the east, SE 4th St on the South and SE 1st Ave. on the west, which is located within the City of South Bay in Palm Beach County. See Figure 1 for a location map.

**PROJECT BACKGROUND:** The City of South Bay (Grantee) has three problem areas within the Southeast area of the city that have experienced extensive flooding during the heavy rain season, making the roadways impassable during emergencies. This project will provide improvement to the storm water drainage system within the original section of South Bay. The mitigation measures will reduce flooding, improve drainage system performance and reduce future maintenance needs. In FY 2014-15, a survey and analysis was performed to determine the most effective improvements to be made, estimate their cost, and rank them in order of priority. The Southeast area of the City was deemed a priority in relation to flood control and water management. These improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by fifty percent. In addition, the overall water quality will be improved especially for all runoff directed to outfalls

**PROJECT DESCRIPTION:** The Grantee will upgrade the existing infrastructure in the East Palm Beach Road neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan. While subject to final engineering design, the stormwater improvements will consist of upgrading existing pipe sizes, installing new pipes and inlets, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity by redirecting flow, improving existing outfalls and capacity, and removing pipes with negative slopes..

#### **TASKS and DELIVERABLES:**

##### **Task 1: Preconstruction Activities**

**Task Description:** The Grantee will perform a pre-design analysis of the existing drainage system in the subject area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem. The Grantee will procure professional engineering services in accordance with state law. The Grantee will complete the design of the drainage improvements and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

**Deliverables:** 1) Final pre-design report submitted electronically to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the final pre-design report. Design completed to date as described in this task, as evidenced by these deliverables: 2) Signed acceptance of the completed work by the Grantee, 3) Summary of design activities to date, indicating percentage of design completion representing time period covered in the payment request. 4) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

**Performance Standard:** The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

**Task 2: Project Management**

**Task Description:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

**Deliverables:** Completed project management activities to date as evidenced by: Interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable, prior to submitting any invoices. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

**Task 3: Construction**

**Task Description:** The Grantee will construct the proposed project in accordance with the construction contract documents.

**Deliverables:** Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of on-going work representing the time period covered in the payment request; 2) signed acceptance and brief description of the completed work to date by the Grantee; 3) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents (as applicable).

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$145,000	07/01/2017	06/30/2019
2	Project Management	Contractual Services	\$ 41,000	07/01/2017	06/30/2019
3	Construction	Contractual Services	\$364,000	07/01/2017	06/30/2019
Total:			\$550,000		

Figure 1



Figure 1

## DEPARTMENT OF ENVIRONMENTAL PROTECTION

### Public Records Requirements

#### Attachment 4

##### 1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

##### 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If the Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF  
PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public  
Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

## ATTACHMENT 5

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:



- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

**B. The Auditor General's Office at the following address:**

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

**By Mail:**

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$550,000	140047

Total Award	\$550,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfd.gov](https://www.cfd.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## EXHIBIT A

### PROGRESS REPORT FORM

<b>DEP Agreement No.:</b>	LP50102		
<b>Grantee Name:</b>	City of South Bay		
<b>Grantee Address:</b>	335 SW 2nd Avenue, South Bay, Florida 33493		
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p><b>NOTE:</b> Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP50102 and accurately reflects the activities associated with the project.

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Signature of Grantee's Grant Manager

---

Date

**EXHIBIT D**  
**PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. LP50102 Agreement Effective Dates: \_\_\_\_\_

Grantee:  
(Name & Mailing Address)

Grantee's Grant Manager

Performance Period (Start date – End date): \_\_\_\_\_ Date of Request: \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$			\$	
<b>LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:</b>	\$			\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$			\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

## Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for

(Print name of Grantee)

DEP Agreement No. LP50102 and Payment Request No. \_\_\_\_\_ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in

***Check all that apply:***

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)

Period of Service (mm/dd/yy – mm/dd/yy)


Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

**"PREVIOUS PAYMENT REQUESTS" COLUMN:** Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. Do not enter anything in the shaded areas.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. Do not enter anything in the shaded areas.

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**REQUEST FOR PAYMENT - PART II**

**REIMBURSEMENT DETAIL**

<b>Grantee Name:</b>					<b>Payment Request No.:</b>		
<b>DEP Agreement No.:</b>							
<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Amount (1)</b>	<b>Local Share or Other Funding or Amount Not Requested (2)</b>	<b>Requested Amount (3)</b>	<b>Check Number</b>	<b>Task/Deliverable Number (4)</b>
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
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				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
<b>Totals:</b>				\$ -	\$ -		



## Instructions for Completing Request for Payment - Part II

include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **Janice Simmons**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

**Remit Payment Request by E-mail to:** [Janice.L.Simmons@dep.state.fl.us@dep.state.fl.us](mailto:Janice.L.Simmons@dep.state.fl.us@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

**Cc:** Department's Grant/Project Manager

**Subject:** Project Number \_ Disbursement Number: example – LP14025 \_ Disb \_ 1

**Attachments:**

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**Janice Simmons (850) 245-2978**

[Janice.L.Simmons@dep.state.fl.us@dep.state.fl.us](mailto:Janice.L.Simmons@dep.state.fl.us@dep.state.fl.us)

**RESOLUTION: 35-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR IMPLEMENTATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2018-2019; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of South Bay, Florida ("City") desires to utilize community development block grant ("CDBG") funding to support code enforcement services for Fiscal Year 2018-2019; and

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for implementation of a CDBG Program in certain areas of Palm Beach County; and

**WHEREAS**, Palm Beach County had made available Twenty-Eight Thousand Nine Hundred Twenty Eight Dollars (\$28,928.00) in CDBG funding to the City of South Bay for code enforcement services and specifically for the enforcement of applicable housing and building codes.

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

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

**Section 2. Approval of Agreement and Authorization of City Manager.** The City Commission of the City of South Bay, Florida ("City Commission") hereby approves the Community Development Block Grant Agreement between Palm Beach County and the City of South Bay for support of code enforcement services in the amount of Twenty-Eight Thousand Nine Hundred Twenty Eight Dollars (\$28,928.00), as specifically set forth in Exhibit "A" attached hereto. The City Commission hereby authorizes the City Manager to execute Exhibit "A" and take all necessary and expedient action to effectuate the intent of this resolution.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon passage and adoption by the City Commission.

**PASSED and ADOPTED** this 7<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Joe Kyles, Mayor

Attested

By: \_\_\_\_\_  
Jessica Figueroa, City Clerk

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

\_\_\_\_\_  
Burnadette Norris-Week, Esquire  
City Attorney

Moved by: \_\_\_\_\_

Seconded: \_\_\_\_\_

**VOTE:**

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

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE CITY OF SOUTH BAY**

**THIS AGREEMENT**, entered into on \_\_\_\_\_, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **City of South Bay**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **335 S.W. 2<sup>ND</sup> Avenue, South Bay, FL 33493**

**WHEREAS**, **Palm Beach County** has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG 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** made **\$28,928** in CDBG funds available to the **City of South Bay** to provide services to low and moderate income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

**WHEREAS**, **Palm Beach County** and the **City of South Bay** desire to provide the activities specified in this Agreement; and

**WHEREAS**, **Palm Beach County** desires to engage the **City of South Bay** to implement such undertakings of the CDBG Program.

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

**1. DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Municipality" means the **City of South Bay**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

**2. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Exhibit A of this Agreement. At least fifty one percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

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

The Municipality shall provide code enforcement services. These activities are determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate Income Persons on an Area-Wide Basis**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality 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 Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Municipality's letterhead using the format in Exhibit "B", both Exhibits being attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **TWENTY EIGHT THOUSAND NINE HUNDRED AND TWENTY-EIGHT DOLLARS (\$28,928)** for the period of October 1, 2018 through September 30, 2019. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-18-UC-12-0004. The effective date shall be October 1, 2018 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by September 30, 2019.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder. The Municipality shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Municipality shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Municipality must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Municipality shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES for approval no later than thirty (30) days after the date of payment by the Municipality. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports approved by the Municipality and HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HES Policies and Procedures Memoranda, and amendments thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HES.

No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify HES in writing within thirty (30) days of receiving notification from the funding source and shall submit a cost allocation plan for approval by the HES Director or designee within forty-five (45) days of said official notification.

**(B) FINANCIAL ACCOUNTABILITY**

The County may have a financial system analysis or an audit of the Municipality or of any of its subcontractors 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 the capability of the Municipality to fiscally manage the project in accordance with Federal, State and County requirements.

**(C) SUBCONTRACTS**

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HES Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

**(D) PURCHASING**

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as 2 CFR 200.501 through 200.507, which are incorporated herein by reference.

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

Payment 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.

**(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS**

HES shall have the right under this Agreement to suspend or terminate payments, if after provided written notice, the Municipality does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

**(G) PRIOR WRITTEN APPROVALS - SUMMARY**

The following, among others, require the prior written approval of the HES Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

**(H) PROGRAM-GENERATED INCOME**

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on an annual basis.

Per 2 CFR 200.307(c), levies, fines, and other such revenues generated by code enforcement activities financed under this agreement are not program income.

The Municipality may request program income be used to fund other eligible uses, subject to HES approval, and provided the Municipality is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Municipality agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

The requirements of this Paragraph shall survive the expiration or early termination of this Agreement.

10. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The Municipality acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of this Agreement, including any renewals thereof, all of its employees are treated equally during employment with regard to race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered cause for termination of this Agreement.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

11. **OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

To the greatest extent feasible, lower-income residents of the project area shall be given opportunities for training and employment; and to the greatest feasible extent 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 Municipality 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 Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of 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 and minority/women-owned 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 U.S. HUD.

12. **PROJECT BENEFICIARIES**

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be low and moderate income persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 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 Municipality shall provide written verification of compliance to HES upon HES's request.

**13. EVALUATION AND MONITORING**

The Municipality agrees that HES will carry out periodic monitoring and evaluation activities as determined necessary by HES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.**

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

**14. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as HES, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to HES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over \$750,000 of Federal awards, the Municipality shall comply with the provisions of 2 CFR 200. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200.501 through 200.507, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under 2 CFR 200, the Municipality will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by 2 CFR 200. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

**15. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in CDBG Regulations 24 CFR 570.502.

**16. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Municipality 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 Municipality's control upon expiration or early termination 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 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition and/or improvement to the property.

**17. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Municipality at any time upon request by HES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.



**18. INDEMNIFICATION**

The Municipality shall protect, defend, reimburse, indemnify and hold the 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 performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will 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 Municipality.

**19. INSURANCE**

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Municipality agrees to maintain, or be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

**Certificate(s) of Insurance** Prior to execution of this Agreement, the Municipality shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Municipality shall provide this evidence to ITS at [pbc@instracking.com](mailto:pbc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage .

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P. O. Box 20270  
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Municipality with instructions regarding a substitute delivery address.

**20. MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality 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.

**21. CONFLICT OF INTEREST**

The Municipality shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HES, provided, however, that

this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

**22. CITIZEN PARTICIPATION**

The Municipality shall cooperate with HES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HES.

**23. RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HES's support for all activities made possible with funds available under this Agreement.

**24. AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;
- (L) The Municipality's Certificate of Insurance.

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

**25. 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 by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

**26. TERMINATION AND SUSPENSION**

In the event of early termination, the Municipality 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 Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality 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, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through 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 shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant 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 U.S. HUD specifies.

In the event the Municipality 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 Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

27. **SEVERABILITY OF PROVISIONS**

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

28. **AMENDMENTS**

The County or the Municipality may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. 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 signed by both parties.

29. **PROJECT REPRESENTATIVE**

The Municipality must designate, in writing, its Project Representative who is responsible for administering the Agreement, and who has the authority to bind and obligate the Municipality in the performance of the work. Communication with the Municipality shall be through this Representative. The Municipality shall notify HES immediately if the Project Representative is changed, identify the name of the new Representative, and the effective date of the change.

30. **INDEPENDENT AGENT AND EMPLOYEES**

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

31. **NO FORFEITURE**

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

**32. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality 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. DRUG - FREE WORKPLACE**

The Municipality shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

**34. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract 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, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**35. EXCLUSION OF THIRD PARTY BENEFICIARIES**

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 Municipality.

**36. SOURCE OF FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

**37. 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 court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**38. PUBLIC RECORDS**

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

THE CITY OF SOUTH BAY

- 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 MUNICIPALITY does not transfer the records to the County.
- D. Upon completion of the Agreement the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY 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 MUNICIPALITY transfers all public records to the County upon completion of the Agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY 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 MUNICIPALITY 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. MUNICIPALITY 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 MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'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@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.

- 39. **INCORPORATION BE REFERENCE**  
Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.
- 40. **COUNTERPARTS OF THIS AGREEMENT**  
This Agreement, consisting of nineteen (19) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument.
- 41. **ENTIRE UNDERSTANDING**  
This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

**THE CITY OF SOUTH BAY**

WITNESS our Hands and Seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(MUNICIPAL SEAL)

**THE CITY OF SOUTH BAY**

By: \_\_\_\_\_  
Joe Kyles, Mayor

By: \_\_\_\_\_  
Leondrae Camel, City Manager

**PALM BEACH COUNTY, FLORIDA,  
a Political Subdivision of the State of Florida**

**for its BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jonathan B. Brown, Director  
Dept. of Housing & Economic Sustainability

Approved as to Form and  
Legal Sufficiency

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

By: \_\_\_\_\_  
James Brako  
Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard  
Deputy Director

Z:\CDBG\FY 2018-19\South Bay Code Enforcement\SouthBay\_FINAL\_CodeEnf\_2018-19.docx

**EXHIBIT "A"****WORK PROGRAM NARRATIVE****1. THE MUNICIPALITY AGREES TO:**

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within the legal boundaries of the Municipality. Specifically, CDBG funds will be used to pay a portion of the salary for one (1) full-time Code Compliance Officer (hereinafter referred to as "Officer") whose duties shall include, among other things:

- Researching and maintaining updated applicable building code;
- Advising citizens and building professionals of zoning and land-use requirements;
- Performing on-site inspection of buildings and properties to ensure compliance with all applicable codes;
- Performing on-site inspections of businesses to ensure that proper licensing are in place;
- Responding to complaints regarding code violations; and
- Taking action, including citations, to ensure code compliance when violations are identified.

- B. **CODE COMPLIANCE OFFICER:** As indicated above, the Municipality 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, prepare for hearings before a Special Master, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to HES, the Municipality shall submit the following documents:

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

- C. **REPORTS:** The Municipality shall maintain and submit to HES the following reports:

(1) **A Daily Activity Record** (attached as Exhibit "C" and incorporated by reference) shall be submitted to HES by the 10<sup>th</sup> day of each month, and shall document the actual number and description of the code enforcement activities performed in the CDBG Target Area. The CDBG Target Area is defined as all lands within the legal boundaries of the Municipality.

(2) **A Detailed Monthly Narrative Report** (attached as Exhibit "D" and incorporated by reference) shall be submitted to HES by the 10<sup>th</sup> 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.

- D. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for the salary listed under the CDBG Budget, (attached as Exhibit "E" and incorporated by reference). Specifically, funds shall be used for payment of portion the salary for the Officer. The Municipality attests to the accurate completion of Exhibit "E", 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.

Further budget changes within the designated contract amount can be approved in writing by the HES 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 Municipality and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

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

- (1) Expend, and request reimbursement from the County, of at least 75% (\$22,446) of the funding allocation no later than July 10, 2019; and
- (2) Expend the remainder of the funding allocation by September 30, 2019.

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

The Municipality 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 Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

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

- F. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 10<sup>th</sup> day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. 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. All reimbursement requests shall include an original invoice cover sheet (Exhibit "B") which shall be signed by a person authorized by the Municipality to submit invoices.

Additionally, a Daily Activity Record (Exhibit "C") shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:

- A copy of the daily time sheets which account for all time worked by the Officer. The time sheets must also demonstrate the specific tasks undertaken by the Officer on such properties and the time taken to complete each task.
- Copies of the payrolls and paychecks to the Officer corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, pension contributions, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (e.g., contribution to FICA, health insurance, retirement, etc.).
- Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.

- G. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County.



**2. COUNTY RESPONSIBILITIES:**

- A. Reimburse the Municipality an amount not to exceed \$28,928 for the salary of the Code Enforcement Officer as delineated in the budget below:
- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HES on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

**EXHIBIT "B"**

**COVER SHEET**

**LETTERHEAD STATIONERY**

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

**FROM:** City of South Bay  
335 SW 2<sup>nd</sup> Avenue  
South Bay, FL 33493

Telephone: \_\_\_\_\_

**SUBJECT: INVOICE REIMBURSEMENT – R\_\_\_\_\_ - \_\_\_\_\_**

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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

**EXHIBIT "C"**  
**DAILY ACTIVITY RECORD**

Period covered by this reimbursement request

Page \_\_\_\_\_ of \_\_\_\_\_

DATE	HESCRPTION OF CODE ENFORCEMENT WORK PERFORMED AND HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CDBG TARGET AREA
	____ Hrs.		
	____ Hrs.		
	____ 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 HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name and Title)

(Date)

**EXHIBIT "D"****DETAILED MONTHLY NARRATIVE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R\_\_\_\_\_ - \_\_\_\_\_ Month Covered: \_\_\_\_\_

Municipality: City of South Bay  
 Address: 335 SW 2<sup>nd</sup> Avenue  
 South Bay, FL 33493

Person Preparing Report: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Contract Effective Dates: \_\_\_\_\_

**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 Municipality 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 Municipality 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 HES.

	<u>Received This Period</u>	<u>Received 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>#BENEFICIARIES</u>	<u>CONTRACT GOAL</u>
	<u>THIS PERIOD</u>	<u>YTD</u>	

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

# **EXHIBIT "E"**

ORGANIZATION: City of South Bay PROGRAM: Code Enforcement FY 2018-19 PALM BEACH COUNTY CDBG TO BE REVISED			CONTACT NAME: Leondrae Camel TITLE: City Manager PHONE: 561-996-6751										
A. PERSONNEL EXPENSES													
Salaries:													
FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (Please Specify)	Total
0		100%	\$32,000		\$0		\$0	\$0		\$0		\$0	\$32,000
					\$0		\$0	\$0		\$0		\$0	
Fringe Benefits:													
FICA					\$0		\$0	\$0		\$0		\$0	
Retirement					\$0		\$0	\$0		\$0		\$0	
Unemployment					\$0		\$0	\$0		\$0		\$0	
Health Insurance			\$6,198		\$0		\$0	\$0		\$0		\$0	\$6,198
Workers Comp					\$0		\$0	\$0		\$0		\$0	
Overtime and associated FICA/unemployment					\$0		\$0	\$0		\$0		\$0	
					\$0		\$0	\$0		\$0		\$0	
					\$0		\$0	\$0		\$0		\$0	
Sub-Total Personnel					\$0		\$0	\$0		\$0		\$0	
B. OPERATING COSTS													
1 Professional Fees					\$0		\$0	\$0		\$0		\$0	\$0
Audit Fees					\$0		\$0	\$0		\$0		\$0	\$0
Gas & Lube					\$0		\$0	\$0		\$0		\$0	\$0
Tires					\$0		\$0	\$0		\$0		\$0	\$0
2 Insurance					\$0		\$0	\$0		\$0		\$0	\$0
3 Supplies					\$0		\$0	\$0		\$0		\$0	\$0
4 Communications/Postage/Shipping					\$0		\$0	\$0		\$0		\$0	\$0
5 Occupancy					\$0		\$0	\$0		\$0		\$0	\$0
Subtotal Operating Costs			\$0		\$0		\$0	\$0		\$0		\$0	\$0
C. ADMINISTRATIVE COSTS													
			\$0		\$0		\$0	\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET			\$38,198		\$0		\$0	\$0		\$0		\$0	\$38,198

# EXHIBIT E

ORGANIZATION: City of South Bay PROGRAM: Code Enforcement FY 2018-2019 PALM BEACH COUNTY CDBG				CONTACT NAME: Napoleon T. Collins TITLE: Economic and Business Development Director PHONE: 561-996-6751										
A. PERSONNEL EXPENSES														
Salaries:														
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc (Fundraising Events) to Program	Other Funding (Other Grants)	Total	
FICA	\$0	\$34,170	100	\$28,928		\$0		\$0		\$0		\$5,242	\$34,170	
RETIREMENT	\$0	\$2,500		\$0		\$0		\$0		\$0		\$2,500	\$2,500	
HEALTH INS.	\$0	\$1,675		\$0		\$0		\$0		\$0		\$1,675	\$1,675	
Worker's Comp	\$0	\$8,490		\$0		\$0		\$0		\$0		\$8,490	\$8,490	
Code Compliance O	\$0	\$500		\$0		\$0		\$0		\$0		\$500	\$500	
	1	\$0		\$0		\$0		\$0		\$0		\$0	\$0	
	1	\$47,335		\$28,928		\$0		\$0		\$0		\$18,407	\$47,335	
Fringe Benefits:														
				\$0		\$0		\$0		\$0		\$0	\$0	
				\$0		\$0		\$0		\$0		\$0	\$0	
				\$0		\$0		\$0		\$0		\$0	\$0	
				\$0		\$0		\$0		\$0		\$0	\$0	
				\$0		\$0		\$0		\$0		\$0	\$0	
Sub-Total Personnel				\$28,928		\$0		\$0		\$0		\$18,407	\$47,335	
B. OPERATING COSTS														
1 Professional Fees														
Audit Fees				\$0		\$0		\$0		\$0		\$0	\$0	
Gas and Lube				\$0		\$0		\$0		\$0		\$1,100	\$1,100	
Tires				\$0		\$0		\$0		\$0		\$1,150	\$1,150	
2 Insurance				\$0		\$0		\$0		\$0		\$555	\$555	
3 Supplies				\$0		\$0		\$0		\$0		\$1,000	\$1,000	
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$2,000	\$2,000	
5 Automotive (2)				\$0		\$0		\$0		\$0		\$10,800	\$10,800	
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$16,605	\$16,605	
C. ADMINISTRATIVE COSTS														
						\$0		\$0		\$0		\$0	\$0	
TOTAL PROGRAM BUDGET				\$28,928		\$0		\$0		\$0		\$0	\$35,012	\$63,940



## City of South Bay

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

[www.southbaycity.com](http://www.southbaycity.com)

### Commission

Joe Kyles Sr.  
Mayor

John Wilson  
Vice Mayor

Esther E. Berry

Betty Barnard

Taranza McKelvin

Leondrae Camel,  
City Manager

Jessica Figueroa, City Clerk

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 2, 2018  
Ref: Weekly check register

Enclosed, please find the summary of check register as of August 2, 2018:

#### General Fund

• Utility:	
AT & T Mobility	\$ 805.11
FPL	6,661.49
Comcast	187.55
• Bank of America	3,425.12
• CAP Government	6,188.75
• Marathon Fleet	2,123.04
• JP Electric	2,325.50
• Fairview Golf Club	1,500.00
• Deposit refund	150.00
• Aetna	12,845.75
• Coastal network	1,500.00
• Purchased of supplies, materials and parts	4,804.29 A
• Payment for various services	4,408.24 B
• Payroll deductions	5,180.23 C
• Other	4,220.10 D
Total	\$ 56,325.17

#### Sanitation Fund

Waste Management	\$ 33,927.30
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#### Capital Project Fund

Edens Construction	\$ 83,712.33
Colome & Associates	5,581.77
Total	\$ 89,294.10

#### W & S Fund

US Water	\$ 3,942.43
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#### Revenues:

• FP & L (Franchise & Utility tax)	\$ 43,187.12
• DOT	134,632.40
• Communication Tax	4,263.19
• Local Option Gas Tax	10,699.00
• Revenue Sharing & Sales Tax	54,516.02
Total	\$ 247,297.73



# AP Immediate Check Register Report

City Of South Bay (CSBFND)

7/13/2018 8:44:33 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10944	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	7/13/2018	300.00
Totals:			Total Transactions:	300.00

# AP Check Register Report

## City Of South Bay (CSBFND)

7/13/2018 2:15:07 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10945	ALL STARS EVENTS MIAM	ALL STARS EVENTS MIAMI	7/13/2018	950.00
10946	AMERICAN EXPRESS	AMERICAN EXPRESS	7/13/2018	876.60
10947	BALLOON ART DESIGN	BALLOON ART DESIGN	7/13/2018	450.00
10948	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	7/13/2018	1,500.00
10949	CULLEN CROMER	CULLEN CROMER	7/13/2018	150.00
10951	FPL	FPL	7/13/2018	6,661.49
10952	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	7/13/2018	252.68
10953	<del>JP ELECTRONIC</del>	<del>JEFF PAULDO D/B/A JP ELECTRONICS</del>	<del>7/13/2018</del>	<del>985.50</del>
10954	KELLY TRACTOR	KELLY TRACTOR	7/13/2018	195.20
10955	LAKE HARDWARE	LAKE HARDWARE	7/13/2018	180.79
10956	MARATHON/MEX BANK	WEX BANK	7/13/2018	2,123.04
10957	MR. ICE MACHINES	MR. ICE MACHINES & AIR CONDITION	7/13/2018	288.00
10958	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	7/13/2018	883.78
10959	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	7/13/2018	365.58
10960	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	7/13/2018	130.00
10961	ROSENWALD ELEMENTA	ROSENWALD ELEMENTARY	7/13/2018	750.00

Non-Electronic Transactions:	16,742.66
Total Transactions:	16,742.66

15,757.16

# AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10962	AT&T MOBILITY	AT&T MOBILITY -ROC	7/19/2018	805.11	
10963	CAP GOVERNMENT	CAP GOVERNMENT	7/19/2018	6,188.75	
10964	COMMUNITY ASPHALT	OHL COMMUNITY ASPHALT	7/19/2018	795.43	A
10965	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	7/19/2018	523.65	
10966	GLADES ALTERNATOR	DRIVERS CHOICE	7/19/2018	202.52	A
10967	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	7/19/2018	496.63	C
10968	JUAN ROBERTO MORALE	JUAN ROBERTO MORALES	7/19/2018	1,872.00	C
10969	NEOFUNDS BY NEOPOST	NEOFUNDS BY NEOPOST	7/19/2018	500.00	B
10970	ROBBIE TIRE	ROBBIE TIRE	7/19/2018	786.76	A
10971	UNITED SITE SERVICES C	UNITED SITE SERVICES OF FLORIDA INC	7/19/2018	227.50	B
10972	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ-TAYLOR	7/19/2018	226.87	D
10973	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	7/19/2018	38.00	A
10974	XEROX CORP	XEROX CORPORATION	7/19/2018	733.24	B
				Non-Electronic Transactions:	13,396.46
				Total Transactions:	13,396.46

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

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
0975	FAIRVIEW GOLF CLUB INC	FAIRVIEW GOLF CLUB INC	7/23/2018	1,500.00
Non-Electronic Transactions:				1,500.00
Total Transactions:				1,500.00

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

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10976	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	7/25/2018	2,325.50
Non-Electronic Transactions:				2,325.50
Total Transactions:				2,325.50

# AP Check Register Report

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10977	AETNA	AETNA	7/27/2018	12,845.75
10978	AFLAC	AFLAC	7/27/2018	2,130.32 <i>C</i>
10979	BANK OF AMERICA, NA	BANK OF AMERICA	7/27/2018	3,425.12
10980	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	7/27/2018	113.50 <i>C</i>
10981	COMCAST	COMCAST	7/27/2018	187.55
10982	COSTCO	COSTCO	7/27/2018	120.00 <i>D</i>
10983	DEPT OF ENVIRO	DEPARTMENT OF ENVIRONMENTAL PROTECT	7/27/2018	300.00 <i>J</i>
10984	IAMAW	IAMAW	7/27/2018	343.20 <i>C</i>
10985	JJAM RENTALS	JJAM RENTALS	7/27/2018	500.00 <i>D</i>
10986	LIBERTY NATIONAL	LIBERTY NATIONAL	7/27/2018	758.14 <i>C</i>
10987	ROBBIE TIRE	ROBBIE TIRE	7/27/2018	30.00 <i>A</i>
10988	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	7/27/2018	563.93 <i>C</i>
10989	STITCH WORK PLUS	STITCH WORK PLUS	7/27/2018	281.96 <i>B</i>
10990	U & ME RECORDS MANAC	U & ME RECORDS MANAGEMENT	7/27/2018	303.02 <i>J</i>
10991	WALMART COMMUNITY	WAL-MART COMMUNITY	7/27/2018	752.42 <i>A</i>
10992	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	7/27/2018	391.14 <i>C</i>
Non-Electronic Transactions:				23,046.05
Total Transactions:				23,046.05

# AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
70	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/27/2018	31,585.34
Non-Electronic Transactions:				31,585.34
Total Transactions:				31,585.34

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

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
169	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/13/2018	2,341.96
Non-Electronic Transactions:				2,341.96
Total Transactions:				2,341.96



# AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
120	COLOME & ASSOCIATES	COLOME & ASSOCIATES, INC.	7/19/2018	5,581.77
121	EDENS CONSTRUCTION	EDENS CONSTRUCTION CO., INC.	7/19/2018	83,712.33
Non-Electronic Transactions:				89,294.10
Total Transactions:				89,294.10

# AP Immediate Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
32	US WATER	U.S. WATER SERVICES CORPORATION	8/1/2018	3,942.43
Totals:			Total Transactions:	3,942.43