

***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 2ND AVENUE, SOUTH BAY FL 33493**

**TUESDAY, FEBRUARY 06, 2017
7:00 P.M.**

**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:	Shanique Scott
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
FEBRUARY 06, 2018 @ 6:30 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.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3a. Strategic Planning – “What’s Next”**
 - 3b. Agenda Items – February 06, 2018**
- 4. ADJOURNMENT**

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

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.

- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE FLOOD AND WATERWAY MANAGEMENT PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTION 04-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMENDMENT NUMBER THREE TO THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION 05-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A COMMUNITY FESTIVAL AT THE CITY OF SOUTH BAY COX PARK FACILITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

6d. RESOLUTION 06-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO REPLACE CITY HALL FIRE ALARM CONTROL PANEL AND OS & Y CONTROL VALVE FROM WIGINTON CORPORATION D/B/A WIGINTON FIRE SYSTEMS IN THE AMOUNT OF EIGHT THOUSAND TWO HUNDRED FORTY DOLLARS (\$8,240.00); PROVIDING FOR AN EFFECTIVE DATE

6e. RESOLUTION 07-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A LEASE AGREEMENT WITH FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE, SOUTH BAY, KNOWN AS THE "COMMERCE CENTER"; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE

6f. RESOLUTION 08-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A STORAGE AND DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND B & B UNDERGROUND CONSTRUCTION INC.; PROVIDING FOR AN EFFECTIVE DATE.

6f. RESOLUTION 09-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO ATTEMPT TO NEGOTIATE AN ECONOMIC DEVELOPMENT AGREEMENT WITH SOUTH FLORIDA LOGISTICAL HOLDINGS, LLC. (AN AFFILIATE OF SOUTH FLORIDA CRYSTALS CORPORATION) IN CONNECTION WITH THE CITY'S REQUEST FOR LETTERS OF INTEREST (RLI 2017-01); PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE – PUBLIC HEARING (Second & Final Reading)

7a. ORDINANCE 01-2018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ("CITY") ADDING CHAPTER 34 ENTITLED "WIRELESS TELECOMMUNICATIONS TOWERS AND ANTENNAS" BY INCLUDING PROVISIONS REGARDING COLLOCATION AND APPLICATION TIME PERIODS; PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – February 06, 2018

11. CITY MANAGER REPORT

11a. Brownfields Update

11b. 2018 Legislative Report

11c. Financial Emergency Update

11d. Surplus Real Estate Bid

11e. Professional Services Agreement for Engineering Services

11f. Public Safety Facility

11g. Recreational Facilities Update

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

PROCLAMATION

PROCLAIMING FEBRUARY 28, 2018 AS "PINK SHIRT DAY" IN THE CITY OF SOUTH BAY

WHEREAS, children who are targets of bullying are more likely to acquire physical, emotional, and learning disorders, and;

WHEREAS, children who are repeatedly bullied often fear daily activities such as riding the bus, going to school and participating in community activities, and;

WHEREAS, children who bully others are at greater risk of engaging in more serious violent behaviors, and;

WHEREAS, children, parents, educators, schools, police, out of school time programs, and community leaders all have a responsible role to play in raising awareness of bullying and its demoralizing effects on youth in the community, and;

WHEREAS, the Literacy Coalition of Palm Beach County's Turning Bullies into Buddies program with significant funding from Prime Time Palm Beach County, Inc., the Children's Services Council of Palm Beach County, in partnership with the School District of Palm Beach County, Palm Beach County Youth Services Department, and numerous child-serving community organizations, provide high quality positive anti-bullying youth development learning opportunities to help them cope with and reduce the effects of bullying, and;

WHEREAS, City of South Bay recognizes the importance of eradicating bullying behavior by proclaiming February 28, 2018 as "Pink Shirt Day", one of the many activities scheduled for the month of February 2018 as part of "Bullying Awareness and Prevention Month", and ask all citizens to join us by wearing pink on this day in support of bullying prevention.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COMMISSIONERS OF CITY OF SOUTH BAY, FLORIDA, that February 28, 2018, is hereby proclaim as

"PINK SHIRT DAY", IN PALM BEACH COUNTY, FLORIDA

PROCLAIMED this 6th day of February, 2018.

Joe Kyles, Mayor

ATTESTED BY:

Jessica Figueroa, City Clerk

City of South Bay
City Workshop
January 16, 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. 2nd Avenue, South Bay, Florida on January 16, 2018 at 6:36 p.m.

Present:

Mayor Joe Kyles
Commissioner Esther E. Berry
Commissioner Taranza McKelvin
Commissioner Shanique Scott

Staff:

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

Mayor Kyles mentioned discussion of the presentations/proclamation. The City Clerk stated that she would read the proclamation for the record during the regular meeting.

Resolution

The City Clerk read Resolution 01-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida opposing legislative efforts to impede the constitutional right Florida's citizens have enjoyed for nearly fifty (50) years to govern themselves under municipal home rule power; opposing the legislature's persistent intrusion into local finances, local control of which is necessary to provide financial stability and essential services uniquely required by municipal residents and local businesses; directing city administration to transmit a certified copy of this resolution to the Florida League of Cities, the Palm Beach County Legislative Delegation, and any other interested parties; and providing for an effective date

The City Manager stated that the Floridians have enjoyed their constitutional rights to govern themselves locally under municipal home rule powers, pursuant to their adopted municipal charters. He said that the intrusion from the Florida Legislature into municipal finances impair elected municipal leaders from meeting the expectations of their residents and local businesses that local revenues would be used as intended. He said "this" resolution would support the Palm Beach County Legislative Delegation, the Florida League of Cities and maintain and preserving municipal home rule power.

Commissioner Berry asked "what was the debate about" and requested background on the opposition. The City Manager mentioned business tax receipts. He said that the state wanted to take away the authority for

cities to charge business taxes for operations. He said "they said that they could do the job better than the cities, that is the opposition, by taking away more and more control from the city to operate"

Commissioner Scott asked if the home rule affected the ad valorem taxes. The City Manager said that there was a possibility that it would get to that point, however the cities are fighting battle so that it would not. He said if the statutes relating to homestead exemptions passes, that would have an impact on the ad valorem taxes.

The City Clerk read Resolution 02-2018 for discussion.

A Resolution of the City Commission of the City of South Bay, Florida accepting the retroactive emergency purchase of a new air conditioner (A/C) system from cool team services, Inc. in the amount of \$4,425.00

The City Manager stated that the air conditioner in the public safety facility had gone out prior to the commission meeting again in late November. He said staff was recommending approval of the lowest quote received in the amount of \$4,425, that replaced the entire air conditioning unit back in December.

Commissioner Berry asked if staff followed the guidelines of the city procurement. The City Manager replied yes, the procurement requires three quotes and mentioned the back-up documentation relating to the quotes in the agenda packet.

Ordinance

The City Clerk read Ordinance 01-2018 for the record.

An Ordinance of the City Commission of the City of South Bay, Florida, adding chapter 34 entitled "Wireless Telecommunications Towers and Antennas" by including provisions regarding collocation and application time periods; providing for conflicts and repealer; providing for inclusion in code; providing for severability; and providing for an effective date.

The City Manager stated that Ordinance 01-2018 would create Chapter 34 of the Code of Ordinance entitled "Wireless Telecommunications Towers and Antennas Ordinance", and mentioned the following:

- Protect and promote the public health, safety and general welfare of residents of the city.
- Minimize potential adverse impacts of towers and antennas on residential areas and other land uses
- encourage the location of towers on city owned sites and locate them to the extent possible, in areas where the adverse impacts on the community is minimal
- minimize the total number of towers throughout the community by strongly encouraging the collocation of antennas on new and pre-existing tower sites as a primary option rather than construction of additional single use towers
- enhance the ability of providers of telecommunications services to provide such services to the community through an efficient and timely application process.

He said that the city did not have an ordinance in place to manage wireless telecommunication towers. He said that "now" the city was creating an ordinance to manage those towers effectively.

Commissioner Berry asked if Mr. Horniman review the documents. The City Manager said that Mr. Horniman and the City Attorney did review the ordinance.

Commissioner Berry asked if the city anticipated the towers within the city of south bay. The City Manager stated that the city had a request for towers to be installed, which was not in the best interest of the city. He said now the city had the additional authority in governing those requests.

Commissioner Berry mentioned water settling south on 12th street from MLK road. The City Manager said to correct that issue the city would need to correct SW 12th St. Commissioner Berry also mentioned the cracking of sidewalks on SW 12th and stated that the road was constructed in 2010. The City Manager said staff was fully aware of the deficiencies on SW 12th and to correct those deficiencies would require more than just asphalt and also mentioned that SW 12th was not at the top of roadway priorities at this time. He said it was the will of the commission to move forward with some of the roads in the city that were not as passable.

Commissioner Scott stated that staff should look into the who reconstructed SW 12th and address why it happened or what the city could do relating to not repeating those issues.

Mayor Kyles adjourned the City Workshop at 7:00 p.m.

ATTESTED BY:

Joe Kyles, Mayor

Jessica Figueroa, City Clerk

City of South Bay
Regular City Meeting
January 16, 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. 2nd Avenue, South Bay, Florida on January 16, 2018 at 7:00 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor John Wilson
Commissioner Esther E. Berry
Commissioner Shanique Scott
Commissioner Taranza McKelvin

Staff:

Burnadette Norris-Weeks, City Attorney
Leondrae Camel, City Manager
Jessica Figueroa, City Clerk
Massih Saadatmand, Finance Director
Edgar Kerr, Public Works Director
Napolen Collins, Economic & Business Dev. Manager

Mayor Kyles called for disclosure conflicts, there were none.

Presentation

The City Clerk read Proclamation for "Eating Disorders Awareness Week" from February 25, 2018 -

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of December 05, 2017 city workshop and regular city meeting minutes. The motion was made by Commissioner McKelvin and seconded by Commissioner Scott to approve the consent agenda. The vote was unanimously approved.

Mayor Kyles called for approval of the regular agenda. The motion to approve the regular agenda was made by Vice-Mayor Wilson and seconded by Commissioner McKelvin. The vote was unanimously approved.

Resolution

The City Clerk read Resolution 01-2018 for the record.

Commissioner McKelvin made a motion to approve Resolution 01-2018, a Resolution of the City Commission of the City of South Bay, Florida opposing legislative efforts to impede the constitutional right Florida's citizens have enjoyed for nearly fifty (50) years to govern themselves under municipal home rule power;

opposing the legislature's persistent intrusion into local finances, local control of which is necessary to provide financial stability and essential services uniquely required by municipal residents and local businesses; directing city administration to transmit a certified copy of this resolution to the Florida League of Cities, the Palm Beach County Legislative Delegation, and any other interested parties; and providing for an effective date. The motion was seconded by Commissioner Scott. The vote was unanimously approved.

The City Clerk read Resolution 02-2018 for the record.

Commissioner Berry made a motion to approve Resolution 02-2018 a Resolution of the City Commission of the City of South Bay, Florida accepting the retroactive emergency purchase of a new air conditioner (A/C) system from cool team services, Inc. in the amount of \$4,425.00; providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

Ordinance (First Reading)

The City Clerk read Ordinance 01-2018 on its first reading, for the record.

Commissioner Scott made a motion to approve Ordinance 01-2018, an Ordinance of the City Commission of the City of South Bay, Florida, adding chapter 34 entitled "Wireless Telecommunications Towers and Antennas" by including provisions regarding collocation and application time periods; providing for conflicts and repealer; providing for inclusion in code; providing for severability; and providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Rosenwald Elementary School

Principal Napier announced a rosenwald advertisement, which was displayed for the commission.

Commissioner McKelvin mentioned a drumline competition on Saturday, January 20, 2018 he also mentioned the MLK Oratorical Contest being held tomorrow January 17, 2018 at 6:00 p.m. in the cafeteria.

City Clerk Report

The City Clerk mentioned that there were two seats up for election this year and that the qualifying period began on January 15th and will end on January 19th. She also stated that the next city meeting would take place on February 06, 2018 beginning with a workshop at 6:30 pm followed by a regular meeting at 7:00 p.m.

City Manager Report

The City Manager mentioned the following items:

- Parks Modernization - received no bids (due to bonding, Internal Company's scope) Bid is re-advertised and would close on February 13th.
- Surplus Properties - ITB ends on January 26, 2018
- 185 NW 10th - Status update (building is no longer standing and the trash pile would be cleaned up tomorrow)

- Legislative Update - each legislative priority that had gone through the legislative had house bill numbers. The City of South Bay would have a favorable outcome due to legislative looking at hurricane related throughout the entire state.
- Park of Commerce - Status update (appraisal came back at 1,240,000.00) Commission directed at that time for the City Manager to negotiate with both companies. He said that he would feel more comfortable with having a resolution prepared with the commission giving a firm decision as to where they want to move forward with the Park of Commerce property.

Vice-Mayor Wilson made a motion to get with the City Manager and City Attorney to go with South Florida Logistic Holding LLC for the sale of the property. The motion was seconded by Commissioner McKelvin.

Commissioner Scott said that at the last meeting the Commission was very clear to negotiate with both companies with an amount of 3 Million or higher and bring back the discussion of the negotiating to the commission.

The City Manager said there were many discussions and motions at the last meeting centered around the Park of Commerce. He said the motions were not clear and he what he was requesting "tonight" was a clear understanding of negotiations. He mentioned having conversations with representatives of both companies however no negotiations.

Mayor Kyles called for the vote made by Vice-Mayor Wilson relating to the City Manager and City Attorney to go with South Florida Logistic Holding LLC for the sale of the property. The motion was seconded by Commissioner McKelvin. The vote was Commissioner McKelvin, yes; Commissioner Scott, no; Commissioner Berry, yes; Vice-Mayor Wilson, yes; Mayor Kyles, yes.

The City Manager said staff would bring back a resolution to formalize the action that was "taken tonight". The City Attorney asked if the intent of the commission, for the next meeting, would be to have a resolution to allow the manager to enter into negotiations with the company, and not based on a specific amount. The City Manager clarified that it would not only be a pricing perspective that would come before the commission and that there were other parts of the agreement that would be more advantages other than the dollar amount.

- The City Manager introduced three new employees within the city. Napolen Collins, Economic & Business Development Manager, Omar Sheppard, Code Compliance Officer and Shantoria Rivers, Code Compliance Officer. He also introduced the new PBSO Sergeant Mr. Ortiz.

Commissioner Scott requested an update on the street LED lights with FPL and asked if they had timers on them. The City Manager said the replacement was not schedule to begin till February. He also said that the city was assessing the situation of the lights and poles down palm beach road and SR80.

Commissioner Scott requested an update on the lease with Federation of Families. The City Manager said Federation of Families were suppose to be at the meeting "today". He said that they have accepted the \$800 but the back pay was an issue with their board, which was a total of \$1950.00.

Future Agenda Items

Commissioner Berry mentioned a Strategic Planning "what's next challenge" to be placed on the next meeting agenda.

Comments for the good of the order

Commissioner McKelvin thanked all who attended the meeting and welcomed the new employees.

Commissioner Scott welcomed the new employees for coming on board. She thanked all who attended the meeting.

Commissioner Berry thanked everyone who attended the meeting.

Vice-Mayor Wilson thanked everyone who attended the meeting.

Mayor Kyles thanked 2SBW & Associates Inc. for taking the building down on NW 10th St. He mentioned the Glade round table discussion relating to the percentage of graduates within the glades. He mentioned that more students were taking those technical trade courses available at west tech. He also thanked all who attended the meeting.

The City Manager stated that the South Bay Library had the lowest percentage of traffic with the county and urged the residents to utilize the South Bay Library to increase the traffic within the next 6 months.

Mayor Kyles adjourned meeting at 8:02 p.m.

ATTESTED BY:

Joe Kyles, Mayor

Jessica Figueroa, City Clerk

RESOLUTION NO. 03-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE FLOOD AND WATERWAY MANAGEMENT PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of South Bay ("City Commission") and the Florida Department of Environmental Protection ("DEP") desire to enter into an agreement for funding of the Flood Control and Waterway Management Project Number LP50102 within the City of South Bay ("City"); and

WHEREAS, the City, as grantee, has been approved by DEP for grant funding on a cost reimbursement basis in an amount not to exceed Five Hundred Fifty Thousand Dollars (\$550,000.00), and consistent with the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City Commission desires to authorize the City Manager to execute the Agreement between the City and DEP for funding and administration of the Flood Control and Waterway Management Project Number LP50102 to be performed within the City.

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

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

Section 2. **Authorization of City Manager.** The City Manager is hereby authorized to execute the Standard Grant Agreement between the City of South Bay and the Florida Department of Environmental Protection for funding and administration of the Flood Control and Waterway Management Project Number LP50102, in the contract form attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

PASSED and **ADOPTED** this 6th day of February 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 by: _____

VOTE:

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

**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:

1. Project Title (Project) City of South Bay Flood Control and Waterway Management	Agreement Number LP50102
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of South Bay	Entity Type: Municipality
Grantee Address: 335 SW 2nd Avenue, South Bay, Florida 33493	FEID: 59-6000492 (Grantee)
3. Agreement Begin Date: July 1, 2017	Date of Expiration: June 30, 2020
4. Project Number: (If different from Agreement Number)	Project Location(s): 26.664 / -80.716
Project Description: Flood Control and Waterway Management	

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

6. Department's Grant Manager Name: Janice Simmons or successor Address: 3900 Commonwealth Boulevard Tallahassee, FL 32399-3000 Phone: (850) 245-2978 Email: Janice.L.Simmons@dep.state.fl.us	Grantee's Grant Manager Name: Leondrae D. Camel or successor Address: 335 SW 2nd Avenue South Bay, Florida 33493 Phone: (561) 996-6751 Email: 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)

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

Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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/.
- 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@lasphs.state.fl.us, and a copy shall also be submitted to the Department at 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

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

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 I 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

- 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

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

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

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

EXHIBIT - 1

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	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.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

DEP Agreement No.:	LP50102		
Grantee Name:	City of South Bay		
Grantee Address:	335 SW 2nd Avenue, South Bay, Florida 33493		
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<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>NOTE: 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>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</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.

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:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

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

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

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

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

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example - LPI4025_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

RESOLUTION NO. 04- 2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMENDMENT NUMBER THREE TO THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 5, 2016 the parties entered into an Economic Development Transportation Project Fund Agreement, hereinafter referred to as the Agreement, wherein the City of South Bay agreed to provide certain improvements in connection with Financial Management 437691-3-54-01 for Glades Area Street Resurfacing and Reconstruction, Phase 2 and hereinafter referred to as the Project; and

WHEREAS, the parties amended the Agreement on September 9, 2016 (Amendment No. 1) and December 11, 2017 (Amendment No. 2); and

WHEREAS, the parties hereto desire to further amend the Agreement; and

WHEREAS, Amendment No. 3 extends the term of the Agreement through December 31, 2018, unless terminated at an earlier date as provided in the Agreement; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached Amendment No. 3 of the Economic Development Transportation Project Fund Agreement with the Florida

Department of Transportation, attached hereto as Exhibit "A", and take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 6th day of February 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 by: _____

VOTE:

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

DUNS No.: 80-939-7102
CSFA No.: 55.032

Contract No.: G-0A03
FM No: 437691-3-54-01
Vendor No: VF 596-000-429-002

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF SOUTH BAY
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT
AMENDMENT NUMBER THREE

THIS Amendment, made and entered into this _____ day of _____, 20____, by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and City of South Bay, 335 SW 2nd Avenue, South Bay, Florida 33493, hereinafter called the AGENCY.

WITNESSETH

WHEREAS, on April 5, 2016 the parties entered into an Economic Development Transportation Project Fund Agreement, hereinafter referred to as the Agreement, wherein the AGENCY agreed to provide certain improvements in connection with Financial Management 437691-3-54-01 for Glades Area Street Resurfacing and Reconstruction, Phase 2 and hereinafter referred to as the Project; and

WHEREAS, the parties amended the Agreement on September 9, 2016 (Amendment No. 1) and December 11, 2017 (Amendment No. 2); and

WHEREAS, the parties hereto desire to further amend the Agreement; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend that certain Economic Development Transportation Project Fund dated April 5, 2016 as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This Amendment extends the term of this Agreement. Paragraph 2.0 TERM of the Amendment Number 2 is amended to read as follows:

The term of this Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2018, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the

Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

3. Paragraph 3.0 COMMENCEMENT of the Agreement is amended to read as follows:

Unless terminated earlier, work on the Project shall commence no later than: the 5th day of April, 2016 or the issuance of the Notice to Proceed, whichever date is earlier ("Commencement Date"), and shall be completed on or before December 31, 2018. FDOT shall have the immediate right to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If work on the Project does not commence within four (4) years of the date Chapter 2015-232, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

4. The deliverables (**Exhibit A, Deliverables**) of the Agreement are deleted in its entirety and is replaced with **Exhibit A** of this Amendment, attached hereto and made a part hereof.

The CEI classifications shown in **Exhibit A** of the Agreement are unchanged and shall remain in full force and effect.

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered on April 5, 2016, as originally set forth therein, and amended on September 9, 2016 and December 11, 2017, respectively, which are not hereby expressly amended or modified and not in conflict with terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

The remainder of this page was intentionally left blank.

IN WITNESS WHEREOF, this AMENDMENT is executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Amendment by Resolution No. _____, hereto attached.

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: Mark Plass, P.E.

Title: Acting Director of Transportation Development

Date: _____

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller

AGENCY

City of South Bay

By: _____

Print Name: _____

Title: _____

As approved by the Board on:

Attest: _____

Legal Review:

City Attorney

EXHIBIT "A"
DELIVERABLES
FM# 437691-3-54-01

Item	Unit	Estimated Qtys.
Mobilization	LS	1
Maintenance of Traffic	LS	1
Clearing and Grubbing	LS	1
Reinforcement Grid for Soil Stabilization	SY	30
Type B Stabilization	SY	30
Optional Base Group 06	SY	30
Milling Existing Asphalt, 1-12 avg. depth	SY	4323
Superpave Asphaltic Concrete Traffic C	TN	473
Inlets, Adjust	EA	1
Concrete Curb & Gutter, Type F	LF	1313
Concrete Sidewalk and Driveways, 4" Thick	SY	503
Concrete Sidewalk and Driveway, 6" Thick	SY	291
Performance Turf, Sod	SY	929
Retro-reflective Pavement Markers	EA	53
Thermoplastic, Standard, White, Solid, 24"	LF	28
Thermoplastic, Standard, White, Arrow	EA	2
Thermoplastic, Standard, Yellow, Solid, 6"	LF	531
Thermoplastic, Standard, Yellow, 10-30 Dotted/Guideline, 6"	LF	1814
Thermoplastic, Refurbishment, White, Solid, 6"	LF	1914

The City will need written approval from the Department, if deviating, from the Deliverables shown above.

RESOLUTION NO. 05-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A COMMUNITY FESTIVAL AT THE CITY OF SOUTH BAY COX PARK FACILITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, applicant Odexter Simms, desires to hold a Community Festival at Cox Park on March 10, 2018; and

WHEREAS, the applicant is aware that there will be no expenditure of City funds for the production of this event; and

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

WHEREAS, City Commission of the City of South Bay desires to approve certain provisions of the Special Event Application, attached as Exhibit "A", as determined by the City Manager and subject to law enforcement detail approvals.

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

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

Section 2. Approval of Special Event Application and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the Special Event Application submitted by Odexter Simms for a Community Festival to take place at City Hall and at no cost to the City. The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

passage and adoption.

PASSED and ADOPTED this 6th day of February 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 by: _____

VOTE:

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



CITY OF SOUTH BAY
SPECIAL EVENT APPLICATION

Applicant and Host Organization Information

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

Host Organization Name: Odexter Simms

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

Chief Officer: Odexter Simms
Host Organization website: Odexsimms70@gmail.com
Address: 170 NW 7th Ave
City: South Bay State: Fla Zip Code: 33493
Phone: _____ Cell: 561-692-1256 Fax: _____
Email: Odexsimms70@gmail.com

For Profit: ☒

Non-Profit:

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

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

First: Odexter Last: Simms
Mailing Address: 175 NW 7th Ave
City: South Bay State: Fla Zip Code: 33493
Phone: _____ Cell: 561-692-1256
Email: Odexsimms70@gmail.com

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

Event Information

Name of Event: Wild Bay Community Festival
Is this an annual event? ☐ No ☒ Yes If yes, how many years has it been held? 8

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

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

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

Total 50 Per Day x 1 Number of event days = 1 Grand Total

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

Event Category

☐ Organized Run/Walk ☐ Neighborhood Block Party ☒ Festival/Celebration
☐ Street Festival ☐ Concert/Performance ☐ Cycling Event
☐ Parade/Procession/March ☐ Other, please specify: _____

Event Location

☐ Tanner Park
☒ Cox Park
____ Streets or ROW, please specify: _____
____ Other, please specify: _____

Date/Time

Setup

Date: March 10 2018 Start Time: 7am End Time: 7:30pm

Event Date

Date: 3-10-18 Start Time: 10am End Time: 7:30pm

Move-out

Date: 3-10-18 - 3-11-18 Start Time: 7:30pm End Time: 10am



Site Plan/Route Map Information & Event Components

Site Plan/Route Map

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

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

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

Is the event open to the public?

☒ Yes
☐ No

Is there an admission fee? If yes, please provide amounts:

☐ Yes

☐ Yes

Does your event involve the use of alcoholic beverages?

☒ No

If yes, please check all that apply:

☐ Beer Sales

☐ Beer & Wine Sales

☐ Beer, Wine & Distilled Spirits Sales

☐ Host & Alcohol Sales

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

Sales Form and submit it along with this application

Are there musical entertainment features related to your event?

☒ Yes ☐ No

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

Size and Number of Stage(s):

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

Will a sound check be conducted prior to the event?

☒ Yes ☐ No

If yes, Start time:

7am

Finish time:

7:30pm

Will there be merchandise vending at your event?

☒ Yes ☐ No

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

How many vendors? 20

How many will need electric? NO

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

Will you hire a private security company?

☐ Yes ☒ No

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

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

Does your event require overnight security?

☐ Yes ☒ No

Does your event require the use of picnic shelters (if applicable)?

☒ Yes ☐ No

Will inflatable's (moon bounce) be used at your event?

☒ Yes ☐ No

If yes, please provide the name of company: Sweet Party Realty

Will your event include fireworks or other pyrotechnics?

☐ Yes ☒ No

If yes, please describe: _____

Name of company: _____

Does your event include food concession and/or preparation areas? ☐ Yes ☒ No

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

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

Do you intend to cook food at your event?

☒ Yes ☐ No

If yes, please specify method:

☐ Gas

☐ Electric

☐ Fryers - Name of grease removal contractor: _____

Date & time of pickup: _____

☐ Other, please specify: BBQ Grill - Charcoal

Do you intend to have food trucks at your event?

☐ Yes ☒ No

If yes, how many? _____



Do you plan to provide portable rest room facilities at your event?

If yes, Total number of toilets: yes 2

Number of ADA accessible toilets: 2

Number of hand sinks: _____

Restroom Company: Unitel

Equipment Setup Date: 3-10-18

Time: _____

Equipment Pickup Date: 3-12-18

Time: _____

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

If yes, please describe: uses of NW 8th Ave

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

If yes, please describe: Face Book

Will there be live media coverage during the event?

If yes, please describe where you plan on parking the media: NO

Accessibility Plan

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

Sanitation & Recycling

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

Number of trash cans: 4

Number of recycling containers: 4

Number of dumpsters: 2

Sanitation Company: _____

Equipment Setup Date: 3-9-18

Time: 4pm

Recycling Company: _____

Equipment Setup Date: _____

Time: _____

Mitigation of Impact

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

Insurance Requirements

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

Affidavit of Applicant & Hold-Harmless Acknowledgement

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

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

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

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

Print Name of Host Organization: Odester Summ

Printed Name of Chief Officer: Odester Summ

Title: Birthday Host

Signature: Odester Summ Date: 1-8-18

Print Name of Primary Contact: Odester Summ

Title: Birthday Host

Signature: Odester Summ Date: 1-8-18

Thank you for completing your Special Event Application.

Please submit your completed application along with a detailed site plan to the City Clerk's Office
335 SW 2nd Avenue, South Bay, FL 33493 or fax to 561-996-7950

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

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



FOR INTERNAL USE ONLY

Date Received: _____

Reviewed By: _____

Department: _____

Reviewed By: _____ Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: _____

City Manager Approval: _____

Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____

Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____

Facility Inspected: ☐ YES ☐ NO Date Inspected: _____

Facility Damaged: ☐ YES ☐ NO

List Damages: _____

Damages Charges: _____

Refund Request to Finance: ☐ YES ☐ NO Refund Request Date: _____

Refund check to Applicant: ☐ YES ☐ NO Date Applicant Refund Sent: _____

PALM BEACH COUNTY **SHERIFF'S OFFICE**



The Sheriff's Office provides the opportunity for private citizens to contract additional law enforcement services with off-duty Deputies via the Extra Duty Permits Office. These services may include traffic control, crowd control, uniform security assignments, and other special events for a private or public employer, as approved and authorized by the Sheriff.

All Extra-Duty Permits will be conducted and governed by all applicable Florida State Statutes (FSS), PBC Ordinances, Sheriff's Office General Orders, or other items as identified. It is understood that this is a non-binding agreement on the Sheriff's Office as there is no guarantee that the requested Extra-Duty Permit will be staffed. Every effort will be made to provide staffing for your event. If your Extra-Duty Permit is not staffed, we will reimburse the payment. However, you must contact the Extra-Duty Permits Office at the telephone numbers below during normal business hours (Monday-Friday) twenty-four (24) hours prior to your event for confirmation of staffing or for cancellation without a minimum charge.

In an attempt to fulfill your request, please complete the application and return via fax, e-mail or U.S. Mail, no less than seven (7) working days prior to the scheduled event. Incomplete applications or applications received with less than seven (7) working days may adversely affect the Sheriff's Office attempts to fulfill the request. There is a four (4) hour minimum required for all Extra-Duty Permits.

**Florida State Statute 30.2905 & 30.51 requires payment be received prior to any Extra-Duty Law Enforcement being performed.*

Hourly Rates (minimum of 4 hours):			Payment methods:
Regular	Premium		1) Check / Money Order made payable to: Palm Beach County Sheriff's Office P.O. Box 24681 West Palm Beach, FL 33416-4681 2) Credit Card upon receipt of invoice
\$ 46.00	\$ 61.00	Deputy Sheriff	
\$ 64.00	\$ 79.00	Supervisor	
\$ 72.00	\$ 87.00	OIC/Special Events Coordinator	

Premium Dates include: New Year's Eve & Day, Super Bowl Sunday, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Thanksgiving Day, and Christmas Eve & Day

Applicant Information

Business Name: _____
 Applicant Name: Odeyter L. Simms
 E-mail: Odexsimms@70gmail.com Phone #: 561 692-1256
 Mailing Address: 175 N.W 7th Ave # 2, South Bay, FL 33493
 Contact Person at Event: Odeyter L. Simms Phone #: 561 692-1256
 Address of Event: Cox Park N.W 8th St.
 Type of Event: Bay Fest # attending: _____ Will alcohol be served? No
 Detail Date from: 3/10 to 3/10 Start Time: 1400hrs End Time: 1800 hrs
 Number of Deputies / Deputy's duties will include: 6, Patrolling and directing
traffic in Security
 Applicant Signature: Odeyter L. Simms

Law Enforcement Review & Approval

Initial Review by: _____ Date Reviewed: _____
 Comments / # of deputies: _____
 Final Approval by: _____ Date Approved: _____
 Permit Processed by: _____ Date Permit Processed: _____

You may contact the Extra-Duty Permits Office at 561-687-6817 or 561-687-6818
 Fax: 561-688-3728 Email: PermitsDL@pbso.org

Rev 2/13/17

RESOLUTION 06-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO REPLACE CITY HALL FIRE ALARM CONTROL PANEL AND OS & Y CONTROL VALVE FROM WIGINTON CORPORATION D/B/A WIGINTON FIRE SYSTEMS IN THE AMOUNT OF EIGHT THOUSAND TWO HUNDRED FORTY DOLLARS (\$8,240.00); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after a failure of the City of South Bay's ("City") fire alarm panel and OS & Y Control Valve, the City Manager has found it necessary to purchase a replacement fire alarm panel and OS & Y Control Valve for the City's Administrative Office at City Hall; and

WHEREAS, the City of South Bay's Purchasing Policy and Procedures requires that for purchases of "five hundred and one (\$501) dollars to one thousand (\$1,000) a competitive pricing is required from at least three sources" unless an emergency exists or when there are less than three qualified bidders and a good faith attempt has been made to advertise to the public or otherwise solicit multiple bidders; and

WHEREAS, after making attempts for multiple bidders, the City Manager has received two quotes for the Fire Suppression System and recommends Wiginton Corporation d/b/a Wiginton Fire Systems ("Wiginton Fire Systems") with a total price of Eight Thousand Two Hundred Forty Dollars (\$8,240.00); and

WHEREAS, the City Commission of the City of South Bay hereby authorizes the City Manager to purchase a new Fire Alarm Panel system and OS & Y Control Valve for the City's Administrative Office in the amount of \$8,240.00 from Wiginton Fire Systems.

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; Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to purchase a new Non-Proprietary Fire Alarm Panel system and OS & Y Control Valve for the City's Administration Office in the amount of \$8,240.00 from Wiginton Fire Systems as described in the service proposal attached hereto as Exhibit "A".

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

PASSED and ADOPTED this 6th day of February, 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 by: _____

VOTE:

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



PROVIDING WORLD CLASS SERVICE

Tampa • Orlando • Ft. Lauderdale • Atlanta

December 14, 2017

Quote Number: Q00001136

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

Fire Alarm Repairs

Thank you for allowing United Fire the opportunity to continue to provide your fire protection needs. We are pleased to present the following proposal to fix the deficiencies that were identified during the recent test and inspection of your fire alarm system. These deficiencies are also noted on the Test and Inspection report that is attached along with our recommended repairs to correct them.

Fire Alarm Deficiencies:

1. Fire Alarm Control Panel has intermittent short on SLC terminal block

Scope of work to include the following:

- Replace (1) FACP with Refurbished AFP-100
- Re-program FACP

Total Cost \$ 3,500.07 (plus tax, if applicable)

Excluding:

Permits or Engineering / Any added request made by the AHJ or customer / Any added devices / Any additional work not listed in the above scope

Thank you for the opportunity to continue to provide your fire protection services. United Fire Protection provides the highest level of service, quality, and professionalism. If you have any questions regarding this estimate please do not hesitate to contact me.
Thank you,

Michelle C


Michelle Cocho
Compliance Specialist
Cell - (954) 295-3399
MCocho@United-fire.com

Accepted By:

Date:

TAMPA BRANCH and Head Quarters
12001 31st Court North
St. Petersburg, FL 33716
P: 727-471-0860
F: 727-471-0861

ORLANDO BRANCH
4602 35th Street Suite 100
Orlando, FL 32811
P: 407.830.7000
F: 407.830.7702

 **FT. LAUDERDALE BRANCH**
10260 NW 47th Street
Sunrise, FL 33351
P: 954 572.0119
F: 954 572.0528

ATLANTA BRANCH
5201 Brook Hollow Parkway Suite C
Norcross, GA 30071
P: 770-771-0999
F: 770-771-0998



SERVICE PROPOSAL

Date:	1/14/18	Event ID:	Call In	WS #:	68363
Customer:	South Bay Town Hall				
Address:	335 SW 2 nd Avenue, South Bay, 33493				
Contact:	Ed Kerr - Kerre@southbaycity.com				
Phone:	561-996-6751	Fax:	561-996-7950	Cell:	561-261-6576
Project:	Replace Building FACP				
Location:	South Bay City Hall				
Owner:					
Arch./Eng.:					
Sheet #'s & Dates:					
Addenda (list):					
EOR:					

Wiginton Fire Systems (WFS) proposes to furnish materials & labor as specified below at the prices stated below: Allowing WFS to commence work or preparation for work will constitute acceptance by customer of this proposal. WFS & customer will execute an American Institute of Architect's A401-1997 subcontract form to memorialize their agreement, supplemented & modified as provided by this proposal which shall be incorporated by reference into the final subcontract.

SCOPE OF WORK INCLUDED:

- ✓ • Replace Existing Fire alarm Panel with a new Non-Proprietary Fire Alarm Panel.
- ✓ • Replace (5) Smoke Detectors, (5) Pull stations, (3) Duct Detectors, (2) Backflow Tamper, (1) Control Valve, (3) Heat Detectors, and (6) Mini Modules.
- All newly installed equipment will be tested to ensure proper functionality.
- A separate proposal will be provided to perform the Annual Inspection and provide Monitoring service.
- Backflow in front of building
- ✓ • Replace OS&Y Control Valve (East) that is in poor condition.
- Backflow west tamper switch
- ✓ • Replace tamper that has been broken.

However, excluding: Painting, patching, plans, permits, fees, drawings, ceiling work, wiring of any kind unless otherwise specified above & any other work that is not in the scope above. Customer is to provide Wiginton Fire Systems access to all areas indicated above or any other areas that are needed to perform work in above scope. Any work done on CPVC (plastic) piping requires 24 hour waiting period before water can re-enter system piping. Wiginton Fire Systems will not be responsible for performing a fire watch during that period of time needed. Should any other additional repairs be needed, an additional proposal will be provided.

Proposed Schedule: Work to be done during normal working hours 8am-4:30pm, Monday-Friday unless otherwise specified on this proposal.

Labor:	\$ 3,520.00
Materials:	\$ 4,600.00
Mileage:	\$ 120.00
Lift:	\$ 0.00
Tax:	\$ Not Included
Total:	\$8,240.00



SERVICE PROPOSAL

Date:	1/14/18	Event ID:	Call In	WS #:	68363
Customer:	South Bay Town Hall				
Address:	335 SW 2 nd Avenue, South Bay, 33493				
Contact:	Ed Kerr - Kerre@southbaycity.com				
Phone:	561-996-6751	Fax:	561-996-7950	Cell:	561-261-6576
Project:	Replace Building FACP				
Location:	South Bay City Hall				
Owner:					
Arch./Eng.:					
Sheet #'s & Dates:					
Addenda (list):					
EOR:					

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SCOPE OF WORK INCLUDED:

- ✓ • Replace Existing Fire alarm Panel with a new Non-Proprietary Fire Alarm Panel.
- ✓ • Replace (5) Smoke Detectors, (5) Pull stations, (3) Duct Detectors, (3) Heat Detectors, and (6) Mini Modules.
- All newly installed equipment will be tested to ensure proper functionality.
- A separate proposal will be provided to perform the Annual Inspection and provide Monitoring service.

However, excluding: Painting, patching, plans, permits, fees, drawings, ceiling work, wiring of any kind unless otherwise specified above & any other work that is not in the scope above. Customer is to provide Wiginton Fire Systems access to all areas indicated above or any other areas that are needed to perform work in above scope. Any work done on CPVC (plastic) piping requires 24 hour waiting period before water can re-enter system piping. Wiginton Fire Systems will not be responsible for performing a fire watch during that period of time needed. Should any other additional repairs be needed, an additional proposal will be provided.

Proposed Schedule: Work to be done during normal working hours 8am-4:30pm, Monday-Friday unless otherwise specified on this proposal.

Labor:	\$ 2,640.00
Materials:	\$ 3,540.00
Mileage:	\$ 60.00
Lift:	\$ 0.00
Tax:	\$ Not Included
Total:	\$ 6,240.00

Wiginton Fire Systems - 1501 Northpoint Parkway Suite 102, West Palm Beach, 33407

Sales Representative: Corey E. Dixon

Office: (561) 682-1331 Fax: (561) 682-1332 Cell: (561) 409-7125

RESOLUTION 07-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A LEASE AGREEMENT WITH FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE, SOUTH BAY, KNOWN AS THE "COMMERCE CENTER"; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City"), desires to enter into a Lease Agreement with Federation of Families of Florida, Inc. ("Tenant") for the lease of a building located at 101 N.W. 1st Street, South Bay, Florida 33493, known as the "Commerce Center" (hereinafter "subject property"); and

WHEREAS, the City has always desired that the subject property serve as a Chamber of Commerce location to further the interests of the local businesses community and residents of the City of South Bay; and

WHEREAS, Tenant has agreed to establish a Chamber of Commerce, in addition to the provision of other activities which will take place as set forth in Exhibit "A" hereto (Lease Agreement); and

WHEREAS, the City Commission has determined that leasing the subject property is in the best interest of the City.

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

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

Section 2. Approval of Lease Agreement and Execution. The Lease Agreement between the City of South Bay and Federation of Families of Florida, Inc., a copy of

which is attached as Exhibit "A" hereto, is hereby approved. The Mayor and the City Manager are hereby authorized to execute the Lease Agreement on behalf of the City.

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

PASSED AND ADOPTED this 6th day of February, 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 by: _____

VOTE:

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

USE OF FACILITIES AGREEMENT

between

**FEDERATION OF FAMILIES OF FLORIDA INC.
(Tenant)**

and

**CITY OF SOUTH BAY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(City)**

AGREEMENT

THIS AGREEMENT, made and entered into, February 6, 2018 (the "Effective Date"), by and between Federation of Families of Florida, Inc., a non-profit corporation, hereinafter referred to as "Tenant" and City of South Bay, Florida, a political subdivision of the State of Florida, on behalf of City of South Bay, hereinafter referred to as "City" or "Landlord".

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as South Bay Commerce Center located at, 101 N.W. 1st Street, South Bay, Florida 33493, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a 1,632 square foot facility (the "Building") and parking lot (the Building and parking lot are hereinafter referred to as the "Premises") and City desires to lease the Premises as hereinafter defined for the purpose of establishing a Family Empowerment Center and South Bay Chamber of Commerce; and

WHEREAS, Landlord is willing to lease the Premises to the Tenant for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord leases to Tenant, and the Tenant rents from Landlord the Premises upon the following terms and conditions:

ARTICLE I BASIC AGREEMENT PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

The Premises subject to this agreement shall consist of 101 N.W. 1st Street, South Bay, consisting of approximately 1,632 total gross square feet of floor space in the Building.

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by Tenant shall include the exclusive right to use parking space(s), as well as exclusive use of the Building, which includes use for the Chamber of Commerce, for which Tenant will allocate a reasonable size space within the Building.

Section 1.03 Length of Term and Effective Date.

The term of this Agreement shall be for one year to commence on the date of full execution of this Lease (the "Effective Date"), and may extend for a period of two (2) additional one (1) year terms thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.04 Extension.

The Term may be extended only in writing signed by both parties. In the event of an extension allowable under the terms of this Agreement, the City Manager shall have the authority to extend for a one-year term if the terms of this Agreement have been fully complied with by Tenant

ARTICLE II RENT

Section 2.01 Rent.

Tenant shall pay Landlord for the use and occupancy of the Premises a monthly rate of Eight Hundred Dollars (\$800.00).

Section 2.02 Payment.

All Rent due hereunder shall be payable on or before the first day of each and every month of the Term of this Lease. The Federation and the City are tax-exempt entities. No sales or use tax shall be included or charged with the Rent. Payment of Rent shall be made to the City of South Bay Finance Department at 335 SW 2nd Avenue, South Bay, Florida 33493.

ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 3.01 Use of Premises.

The Premises shall be used solely for the establishment and operation of a Family Empowerment Center and a Chamber of Commerce, as more specifically described on Exhibit "B" hereto. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of City.

Section 3.02 Conduct.

Tenant shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. Tenant acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises.

Section 3.03 Hazardous Substances.

Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Agreement, Tenant, at its sole cost and expense, shall remove Tenant's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any alterations shall vest in Landlord.

ARTICLE IV ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 Tenant's Work.**(a) Alterations.**

Provided that the City has pre-approved the same in writing if required under this Section, Tenant shall be entitled to make alterations, improvements, or additions to the Premises, (hereinafter, collectively "Alterations") at its sole cost and expense. Tenant agrees and acknowledges that all Tenant's Alterations installed on the Premises by Tenant, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000), shall require the prior written approval of Landlord in each instance. Tenant shall submit plans and specifications for all such Alterations to Landlord in writing for Landlord's written approval prior to Tenant commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefore by Tenant, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by Tenant in connection with any

Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

(b) Construction Liens.

Tenant shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable, in the construction of any Alterations to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Tenant, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

With the exception of maintenance of the outside grounds and repairs that exceed Two Hundred and Fifty Dollars (\$250), Tenant shall be obligated to ensure that the building is maintained in a tenable condition during the terms of the lease; Landlord shall make all repairs or conduct any maintenance whatsoever to the Property that exceeds Two Hundred and Fifty Dollars (\$250). Tenant shall provide ordinary course janitorial services at its sole cost and expense. Tenant accepts the premises in the condition they are in on the Effective Date and Tenant agrees that it shall make any repairs to the Premises at its sole cost and expenses.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

Section 6.01 Liability Insurance.

Tenant shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The City shall be named as an additional insured for all policies except Workers' Compensation. In the event the Legislature should change the City's exposure by Statute above or below the sums insured against, Tenant shall provide insurance to the extent of that exposure.

Tenant hereby agrees to protect, indemnify, save and hold harmless Landlord from, without limitation, attorney's fees, cost, or expense of any kind imposed upon or incurred by or assessed against Tenant by reasons of (a) any accident, injury to or death of persons, (including workmen) or loss of or damage to property occurring on or about the premises or any part thereof as a result of any

action or failure to take action by Tenant, its servants, employees, guests, licensees and contractor; (b) failure on the part of Tenant to conform or comply with any of the terms of this lease or any law, rule or regulation or (c) performance of any labor or service or the furnishing of any materials or other property in respect to the premises or any part thereof by, or for Tenant. In case any action, suit or proceedings is brought against Tenant for any reason whatsoever, the same shall be resisted and defended by counsel designated by the insurer whose policy covers such occurrence or by counsel designated by Tenant and approved by Landlord. The obligations of Tenant under this paragraph arising by reason of any such occurrence taking place during the term of this lease shall survive any termination of this lease, and constitute a material consideration of this lease.

Section 6.02 Personal Property.

All of Tenant's personal property placed or moved in the Premises shall be at the risk of the Tenant or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, Tenant shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the Tenant elects to terminate this Lease as provided in this Section, the Rent payable hereunder shall be prorated to the date of the casualty. In the event Tenant does not exercise its right to terminate this Lease due to any such casualty, Landlord shall, if Landlord shall have received insurance proceeds therefore, promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises rendered untenable shall be abated from the date of such casualty until completion of such restoration.

ARTICLE VIII UTILITIES AND SERVICES

Tenant shall pay all charges for water, sewer, electricity, internet and telephone utility service to the Premises, except for any balance due prior to the Effective Date.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent. In the event of an approved assignment, Tenant shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

ARTICLE X DEFAULT

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) failure by Tenant to pay the Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by Tenant to perform or observe any of the agreements, covenants, or conditions contained in this Lease on Tenant's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period, this Lease will continue.

ARTICLE XI ACCESS BY LANDLORD

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to take such actions are consistent with this agreement and/or Landlord's ownership of the Premises.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of Tenant hereunder are subject to and contingent upon annual budgetary funding needs of the City of South Bay. Notwithstanding

anything in this Lease to the contrary, Landlord shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Tenant, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XIII QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or unreasonable interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and Tenant in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. Tenant shall also be entitled to receive compensation for the value of any alterations or other improvements made by Tenant to the Premises, if applicable. In addition, Tenant may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the Tenant elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. Tenant will be allowed not less than sixty (60) days notice to remove its property from the Premises.

ARTICLE XV MISCELLANEOUS

Section 15.01 Waiver, Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent

or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 15.02 Criminal History Records Check

Tenant acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.

Section 15.03 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Tenant hereby certifies that neither Tenant nor its employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 15.04 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 15.05 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Landlord at:
City of South Bay

Attn: City Manager
335 SW 2nd Avenue
South Bay, Florida 33493
Fax: 561-996-7950

- (b) If to the Tenant at:
Federal of Families of Florida, Inc.
Attn: C. Veree Jenkins, CEO
1402 Royal Palm Beach Blvd. Ste. 102
Royal Palm Beach, FL 33411
Fax: 561-246-3318

with a copy to:

Burnadette Norris-Weeks, PA
Attention: Burnadette Norris-Weeks, Esquire
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Fax: 954-768-9790

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties

Section 15.06 Brokers' Commission.

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

Section 15.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.08 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 15.09 Recording.

Landlord shall be entitled to record this Lease or a Memorandum of Lease in the public records of City of South Bay for the purpose of providing public notice of Tenant's interest in the Premises.

Section 15.10 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE, BUT DO NOT WAIVE A TRIAL.

Section 15.11 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 15.12 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 15.13 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 15.14 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 15.15 Non-Exclusivity of Remedies.

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 or 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.

Section 15.16 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual

orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

Section 15.17 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.18 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 15.19 No Third Party Beneficiary.

No provision of this Lease 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 Lease including but not limited to any residents of the City of South Bay or employees of the City or Landlord.

Section 15.20 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed City contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the City enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the City or receiving City funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 15.21 Past Debt.

Any past debt owed to the City of South Bay for any other contract, penalty or violation shall be fully paid prior to the execution of this agreement.

Section 15.22 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the City of South Bay Commission, and shall become effective only when signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

TENANT:

By: _____

Title: _____

(SEAL) **OR**
(SEAL) (corporation not for
profit)

ATTEST:

JESSICA FIGUEROA
CITY CLERK

CITY OF SOUTH BAY, a political
subdivision of the State of Florida

By: _____
Clerk

By: _____
Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
City Attorney

By: _____
City Manager

EXHIBIT A
LEGAL DESCRIPTION
(attached)

EXHIBIT B
DESCRIPTION OF FAMILY EMPOWERMENT CENTER
AND
CHAMBER OF COMMERCE

Background:

Established in 2001, the *Federation of Families of Florida, Inc.* is a 501(c) (3) non-profit community and parent-run organization headquartered in Royal Palm Beach, Florida. Our mission is to provide services that inform, educate, train, and support individuals at-risk; and families whose children are at-risk, or who have emotional or behavioral health needs. It is also our mission to bring together the voices and concerns of families and youth impacted by the challenges associated with mental health disorders, and to use this information to change the system of care by working collaboratively with community and faith-based partners.

We were birthed from a federally funded system of care grant project lead by the Department of Children and Families and are a chapter of the national parent-run organization, the Federation of Families for Children's Mental Health. To better serve teens and young adults we started a Youth M.O.V.E. (Motivating Others through Voices of Experience) Florida, a chapter of the National Youth M.O.V.E. Additionally, we have provider under the Southeast Florida Behavioral Health Network and have a Level II Substance Abuse Prevention services license for children and adults. We have proudly provided services in the Glades in various collaborations over years in several locations including Belle Glade Weed and Seed, Belle Glade Youth Empowerment Center, Pioneer Park Beacon Center and The Lighthouse Café.

Children's Mental Health System of Care Program

The Federation is contracted with the Florida Department of Children and Families and the Southeast Florida Behavioral Health Network to help families to navigate systems to obtain better mental health and other services for their children. We are also funded to provide specific services to help increase the education, awareness and treatment outcomes for children.

Through the advocacy of the Federation, family and community partners of the Glades; the Glades has been selected as one of five implementation sites across the state to receive infrastructure support to develop its own Children's Mental System of Care. This grant which is operated through the Florida Department of Children and Families with federal funding from the Substance Abuse Mental Health Services Administration brings specific resources to the Glades. Including:

- Training for Evidence Based Mental Health Practices such as Wraparound and Trauma Informed Care and recruitment of clinicians to provide mental health services that are culturally competent.
- Outreach and education in the form of community needs assessment, strategic planning for development of mental health services, parent, youth and community mental health

education and awareness and Community Cafés for ongoing dialogue and the harvest of feedback from the citizens for the betterment of the community.

- Leadership and community involvement through active citizen participation on advisory council and subcommittees. Leondrae D. Camel, City Manager of South Bay is one the leaders appointed to sit on the statewide advisory council board.
- Youth and parents will be recruited and trained for leadership on the council by the Federation of Families to prepare them for these leadership roles.
- The University of South Florida will provide technical assistance and evaluation oversight of the project including the hiring of parents to serve as parent interviewers.
- DCF is funding a full time system of care coordinator to organize this effort.
- Family and youth involvement, support and outreach will be provided by the Federation of Families through funding from the system of care grant and the managing entity.

The following table outlines services and supports that will be provided by the Federation of Families for the City of South Bay Family Empowerment Initiative where citizens of all ages may gather for services and support to foster positive mental health and wellness in South Bay.

Federation of Families and City of South Bay Tasks Specific for the Family Empowerment Initiative

Family Empowerment Initiative Programs:	Responsibility
Family Empowerment Facility Tenant will be fully responsible for the upkeep and maintenance of the facility known as the commerce center other than those items set forth in the lease agreement (Article V).	City of South Bay
Family Empowerment Facility/Commerce Center Federation will be responsible for all utilities and rent per lease agreement.	Federation of Families
Youth MOVE (Motivating Other Through Voices of Experience) Program) (14-29 year olds) Provide youth leadership training, entrepreneur training, peer support groups, field trips and participation of youth on community and system of care leadership councils and boards.	Federation of Families
Youth FAIR (Friends Are Important Resources) (Elementary School Age) Provide educational and recreational programming including substance abuse prevention group, homework assistance, field trips, arts and crafts	Federation of Families

Parents with a Purpose Provide parent education and training on advocacy, child rearing, systems of care. Provide parent support including support group, information and referrals, advocacy in schools, court, services	Federation of Families
ACCESS Help eligible candidates apply for food stamps, Medicaid and other benefits	Federation of Families
Community Outreach Conduct community needs assessment, host Community Café dialogues, host workshops, health fairs, participate in community events	Federation of Families
Volunteerism/Community Services Provide formal volunteer experiences for youth and adults including community services mandates. Provide judges with the options of having youth complete their sanctions in the neighborhood and repay the community for their law violations	Federation of Families
Life Skills Provide life skills training to teens and adults based on their assessed needs such as budgeting, resume writing, advocacy, anger management	Federation of Families
Certified Recovery Peer Specialist Training Provide training to eligible candidates to become family or consumer peer specialists which may lead to volunteer and employment opportunities in the community	Federation of Families
Mental Health Services The Federation of Families will work with the DCF System of Care Coordinator, the Managing Entity, local provider agencies to obtain assistance to those seeking treatment for mental health services over and above that which Federation offers through its' prevention and outreach programs. Federation will help facilitate Wraparound and systems navigation.	Federation of Families
Substance Abuse Services The Federation of Families will work with the DCF System of Care Coordinator, the Managing Entity, local provider agencies to obtain assistance to those seeking treatment for mental health services over and above that which Federation offers through its' prevent and outreach programs. Federation will help facilitate Wraparound and systems navigation	Federation of Families
Cultural Competency Training Link community representatives to the Statewide Cultural	Federation of Families

and Linguistic Competency Committee for the System of Care – City Manager or designee already appointed	
Evaluation Link community representatives to University of Florida to serve as parent evaluators and advisory team members	Federation of Families
Transportation/Child Care Provide incentives for travel and childcare to allow parents and youth to participate in system of care activities. Van available for transportation to Federation sponsored and project related events.	Federation of Families
Ongoing collaboration and program development Continued partnership for program enhancement, site development and sustainability and active involvement of the community youth, families and agencies.	Federation of Families and City of South Bay
Establishment of a Chamber of Commerce Establish a Chamber of Commerce and a network of businesses whose goal is to further the interests of local businesses, citizens and the City of South Bay community. The Chamber of Commerce shall have an office in which to operate in the premises leased to the Federal of Families by the City of South Bay	Federation of Families

RESOLUTION 08-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A STORAGE AND DEMOLITION SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND B & B UNDERGROUND CONSTRUCTION INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of a qualified company to demolish an unsafe structure within city limits located at 225 NW 1st Avenue, South Bay, FL 33493; and

WHEREAS, the City of South Bay received an unsolicited request from Contractor to allow for storage on City owned property located at 225 NW 1st Avenue South Bay, FL 33493; and

WHEREAS, Contractor is a party to an Agreement with Palm Beach County for a watermain and forcemain replacement within the City of South Bay, Contract No.: R2017 1693; Project No.: WUD15-043; and

WHEREAS, situated on said property lies an unsafe structure that the City is in need of completely demolishing; and

WHEREAS, in consideration of permitting Contractor to store items on unused City property, Contractor agrees to demolish an unsafe structure on said property within two hundred (200) days from execution of an Agreement and consistent with the terms and conditions outlined in Exhibit "A" to this Resolution; and

WHEREAS, this Agreement is in the best interest of South Bay residents.

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

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

Section 2. Authorization of City Manager to Execute Agreement. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Storage and Demolition Services Agreement between the City of South Bay and B & B Underground Construction Inc., attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 6th day of February 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 by: _____

VOTE:

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

AGREEMENT FOR STORAGE AND DEMOLITION SERVICES

THIS AGREEMENT, made this ____ day of _____ 2018, is by and between the City of South Bay, a Florida municipality, ("City"), whose address is 335 SW 2nd Avenue, South Bay, FL 33493, and B & B Underground Construction Inc., a Florida corporation, ("Contractor" or "Company"), whose address is 4050 Westgate Avenue, Ste 110, West Palm Beach, FL. 33409 for the term specified herein:

WHEREAS, the City of South Bay received an unsolicited request from Contractor to allow for storage on City owned property located at 225 NW 1st Avenue South Bay, FL 33493; and

WHEREAS, Contractor is a party to an Agreement with Palm Beach County for a watermain and forcemain replacement within the City of South Bay, Contract No.: R2017 1693; Project No.: WUD15-043; and

WHEREAS, situated on said property lies an unsafe structure that the City is in need of completely demolishing; and

WHEREAS, in consideration of permitting Contractor to store items on unused City property, Contractor agrees to demolish an unsafe structure on said property.

WHEREAS, the Agreement is in the best interest of South Bay residents.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. SCOPE

The Contractor is installing new Water Main and Force Main lines along NW 1st Ave beginning at NW 1st St. Contractor would utilize city property for storage and demolish the existing structure located at 225 NW 1st Avenue South Bay, FL 33493.

Contractor shall furnish any and all materials, tools, supplies, and labor necessary to perform the work described in this Article.

The Contractor shall provide the following services to the City in accordance with the terms set forth below:

- a) Demolish the entire building:
- b) Remove the existing piles:
- c) Level off the lot where existing building was located and restore the site as set forth by the City:

- d) Removal any and all debris from the subject property; and
- e) Provide work at the following location: 225 NW 1st Avenue South Bay, FL 33493.

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

II. TERM OF AGREEMENT

The initial contract period shall commence on _____, 2018, and shall end no more than two hundred (200) days thereafter.

III. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at no cost to the City in exchange for permitting storage of materials for a period of 200 days from the date of Contract execution.

IV. GENERAL CONDITIONS

A. Indemnification

In connection with the demolition and storage of materials, Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of South Bay, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of South Bay shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the City Manager's Office at City Hall.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of South Bay must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Pollution and Accidental Spill Insurance

Limit	\$1,000,000
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Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person. \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining

all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable and shall be performed on an emergency basis the demolition necessary.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or in the event of federal jurisdiction, in the proper district.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

Y. Representation of Authority and Notice

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Any notices pursuant to this Agreement shall be sent to owner for Contractor and City Manager for City.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not

constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF SOUTH BAY

By: _____
City Manager

Approved as to form:

City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Manager

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as manager for B&B Underground Construction Inc., a Florida company.

(SEAL) _____

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

RESOLUTION 09-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO ATTEMPT TO NEGOTIATE AN ECONOMIC DEVELOPMENT AGREEMENT WITH SOUTH FLORIDA LOGISTICAL HOLDINGS, LLC. (AN AFFILIATE OF SOUTH FLORIDA CRYSTALS CORPORATION) IN CONNECTION WITH THE CITY'S REQUEST FOR LETTERS OF INTEREST (RLI 2017-01); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about September 19, 2017, the City of South Bay ("City") published a Request for Letters of Interest ("RLI") concerning the future improvement and/or development of a parcel of publicly-owned land known as the "South Bay Park of Commerce", located adjacent to US Hwy 27 within the City limits; and

WHEREAS, proposals were received up until November 3, 2017 at 3:00 p.m.; and

WHEREAS, South Florida Logistical Holdings LLC (an affiliate of Florida Crystals Corporation) and Biochar Technology, Inc. were the only two companies that responded to the RLI; and

WHEREAS, economic development, including job creation, is the primary concern for the development of the South Bay Park of Commerce and the City Manager is recommending authority to negotiate with South Florida Logistical Holdings LLC for the development of the South Bay Park of Commerce; and

WHEREAS, the City Commission has considered all responses to the RLI and accepts the City Manager's recommendation to negotiate with South Florida Logistical Holdings, LLC for an economic development agreement related to the property, considering the following terms and conditions that will benefit the overall welfare of the City: a) creation of an economic development agreement related to the property that will benefit the overall welfare of the City; b) economic development for the City of South Bay shall be the primary focus of all negotiations; c) development shall be

reasonably similar to the conceptual plans submitted and completed within a five (5) year period; d) all development shall comply with the current zoning uses currently permitted (no farming permitted); e) negotiations shall require specific consideration and contract provisions for job creation and job training of local South Bay residents; e) 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; 6) that payment shall be made for the property for not less than the fair market value as last appraised by the City.

WHEREAS, the authorization requested by the City Manager to negotiate is in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager and the City Attorney to attempt to negotiate with South Florida Logistical Holdings LLC (an affiliate of South Florida Crystals Corporation) in connection with the City of South Bay's Request for Letters of Interest (FLI 2017-01), in all ways consistent with the direction set forth in this Resolution.

Section 3. Economic Development as Primary Concern. The City Commission considers economic development a primary concern for the development of the South Bay Park of Commerce and hereby specifically directs the City Manager and City Attorney to commence negotiations utilizing and considering the following terms and conditions, at a minimum: a) the creation of an economic development agreement related to the property that will benefit the overall welfare of the City; b) economic development for the City of South Bay shall be the primary focus of all negotiations; c) development shall be reasonably similar to the conceptual plans submitted and completed within a five (5) year period; d) all development shall comply with the current zoning uses currently permitted (no farming permitted); e) negotiations shall require specific consideration and contract provisions for job creation and job training of local South Bay residents; e) 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; 6)

that payment shall be made for the property for not less than the fair market value as last appraised by the City.

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

PASSED and **ADOPTED** this 6th day of February 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 by: _____

VOTE:

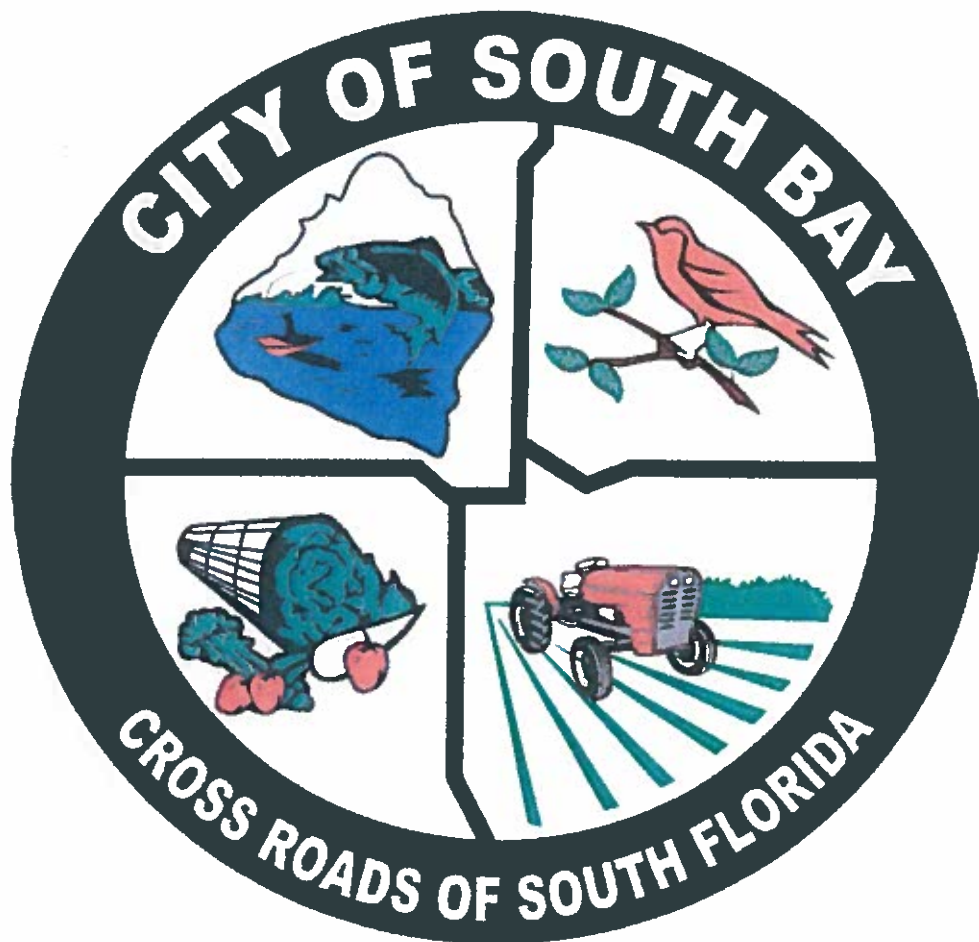
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

ADDENDUM #1

REQUEST FOR LETTERS OF INTEREST

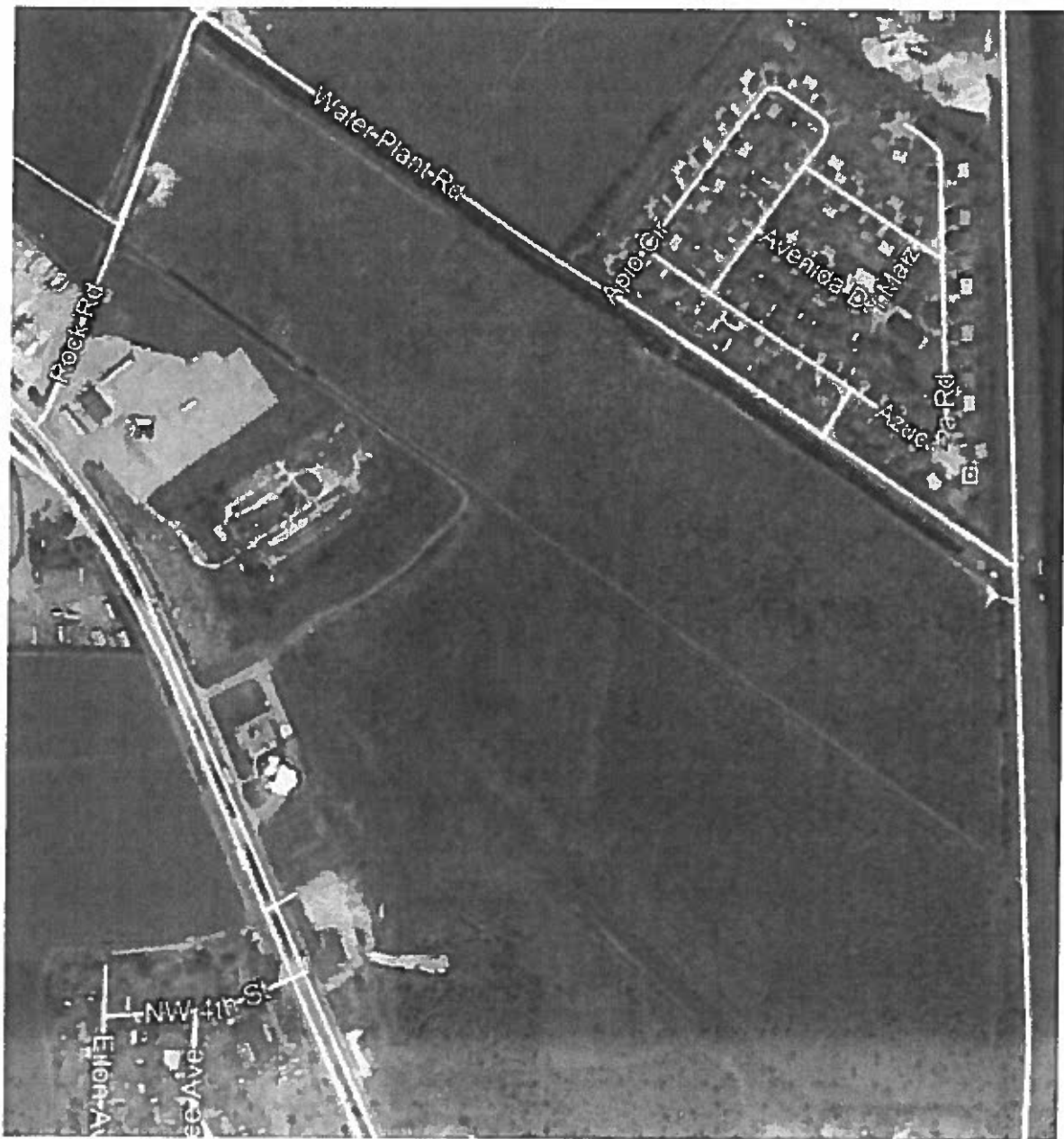
2017 - 01

**CITY OF SOUTH BAY
PARK OF COMMERCE
ECONOMIC DEVELOPMENT PROJECT
SEPTEMBER 19, 2017**



AERIAL VIEW PARK OF COMMERCE

88 acres



INTRODUCTION

The City of South Bay (City) seeks Letters of Interest concerning the future improvement and/or development of a parcel of publicly-owned land (the Property) known as the "South Bay Park of Commerce", located adjacent to US HWY 27, Inland Logistic Center (ILC) in the City of South Bay, Florida. The property has direct access to US HWY 27 and ILC.

The property is located within the City of South Bay's industrial district and is approximately 88 more or less acres in area. An aerial map and legal description is attached as Exhibit "A" to this RLI. Current existing land use of the site consists of vacant property with Industrial Park. The property is zoned IND, South Bay Mixed Use. A copy of the zoning district regulations is attached as Exhibit "B" hereto.

PURPOSE AND SCOPE

The purpose of this Request for Letters of Interest (RLI) is to assist the City in analyzing the opportunities available in terms of future improvement and/or development of this Property for purposes consistent with the City's conceptual plan and/or future goals for development.

Interested parties must possess the financial and legal ability to carry out the proposed development meeting the "City's" goals and objectives of creating a mixed use industrial destination that will stimulate development within the City of South Bay.

Interested parties are asked to submit a maximum twenty (20) page response providing information about their organizational and corporate entity background and structure, including information regarding its owners, qualifications, past development experience with similar industrial parks, conceptual development plans for the site that shall include a conceptual rendering, and the financial capacity of the interested party responding.

Based on the response to this RLI, a more detailed Request for Proposals (RFP) may be issued to the interested parties which will address in more detail, the planning, design, financing, construction, and project implementation for the site or the City may work directly with the most attractive respondent.

Scope

I. Redevelopment Project Goals

Consistent with all City's approved plans and development regulations, the objectives for the "Park of Commerce" site is to achieve a "place making" mixed use development project that adds to the economic prosperity of the City, reinforces an Industrial Park development image, provides a catalyst for redevelopment in the City of South Bay area, provides public access to the US HWY 27, employs "best practices" and prevents the reoccurrence of slum and blight. The City may be receptive to modifications of previously adopted plans and development regulations for the "Park of Commerce Industrial Park", provided the modifications achieve stated City redevelopment objectives and in connection with state economic development goals.

The proposed project must be financially and operationally feasible.

Sample uses: (1) Fleet Depot (2) Recycle Center (3) Distributions Center (4) Office Warehouses (5) Repair Shops (6) Storage – Commercial/Self (7) Manufacturing

II. Industrial Park Property Information

The property is located at the southwest corner of US Highway 27 in the City of South Bay, Palm Beach County, Florida. The total property is 88 more or less acres in area. The property has a Mixed Use Comprehensive Plan Land Use designation and is zoned IND, Industrial Use. The zoning district regulations are found in Exhibit "B".

The property is located in the City of South Bay district of the City's Industrial Park. Information about the Economic Development Project and City can be found at www.cityofsouthbay.com. A copy of the Comprehensive Plan 2013, including the "Park of Commerce Industrial Park" can be found at: <http://www.cityofsouthbaycity.com>.

Economic incentives, at the discretion of the City of South Bay, may be available for development and operation of the site subject to the availability of funding. The execution of an Economic Development Agreement with City of South Bay and a developer will be required for purposes of compliance with the terms of submittals.

III. City Commission Considerations

PARK OF COMMERCE	QUESTION	RESPONSE <i>Use additional sheets if necessary</i>
Business Retention and Growth	Will the proposed plan a) support existing or emerging business/industry; and/or b) support development of entrepreneurs/new enterprise? If yes, please explain how?	
Public Access	Is the proposed plan projected to provide a roadway for public access to and from US HWY 27 within the City of South Bay?	
Economic Development Agreement	Is proposer willing to enter into a Property Development Agreement with the City of South Bay, which meets or exceeds the requirements set forth in Florida Statutes Section 163.3227?	

Workforce Training Development and Educational Attainment	Will the proposed project create jobs? If so, how many jobs are projected and what is the plan for workforce training development and educational attainment?	
Design Standards	Is proposer willing to meet City design standards for the development of the subject property?	
Jobs for South Bay residents	Is the proposed project projected to create jobs specifically for South Bay residents? If so, how many jobs are expected to be created?	

The following describes certain information that the City requires for submissions. Interested parties shall submit one (1) CD in a .pdf format and one (1) Original-signed and six (6) hard copies of all documents consisting of no greater than twenty (20) total pages. The Letter shall be signed in blue ink by a person who is an authorized agent of the firm.

The City requests the following detailed content from interested developers:

- a. **Developer Experience** - Submit information that documents the developer's capabilities and history of successful redevelopment.
- b. **Project Experience** – Provide detailed examples of experience with similar projects. (i.e. project size, project delivery approach, construction value, photographs)
- c. **Project Team Organization** – In addition to the developer's overall capabilities and experience, provide information about the development team's partners such as planners, architects, engineers, general contractors, real estate managers and other members that are integral to the developer's team.
- d. **Financial Capacity** – Provide a certified financial statement of each principal of the organization or audited corporate statements within the past twelve (12) months, a list of and the status of all pending litigations against the respondent, a copy of financial rating reports or other verifiable documents indicating the financial condition of the respondent, a statement indicating how respondent proposes to finance the purchase of the site and the development of the project. Showing the proposed source and the amount of equity investment and the proposed source of financing including probable terms and conditions of the financing. Provide banking references with authorization to contact references and willingness to post letter of credit or performance bonds necessary to fund development costs.
- e. **Schedule of Performance and Timeline** – the schedule should recognize the time involved in

completing site assembly, finalizing development agreements, designing the project, financing the project, commencing construction and completing construction.

- f. Conceptual Rendering – Provide a conceptual rendering of what the developer envisions can be developed at the property.

In addition, Letters of Interest should specify in detail

- Proposed leasehold, financial (including proposed guarantees), and other terms
- Requirements, if any, for project participation by the City (financial, operational, or otherwise)
- If use is income-producing, proposed amount of income to City and payment schedule
- Acknowledgement that the Property cannot be pledged as collateral
- Compliance of proposed use with current Land Development Regulations (LDR's) and/or proposed changes to LDR's and zoning restrictions (and/or to the zoning map), including proposed maximum building height, floor area ratio, and other land development parameters
- Detailed project description and proposed implementation plan and schedule

SUBMITTAL REQUIREMENTS:

I. Request for Letter of Interest (RFLOI) - Submittal Content and Requirements

The City of South Bay is requesting that any developer(s) interested in participating in this process submit a Letter of Interest no later than **November 03, 2017 by 3:00 p.m.** Submittal packages shall be mailed or hand-delivered to the Office of City Clerk, City Hall, 335 SW 2nd Avenue, South Bay, FL 33493.

The names of the respondents will be read aloud in a public meeting to begin at **7:00 p.m. on November 07, 2017.** The public meeting will be held at City of South Bay, City Hall Chambers 335 SW 2nd Avenue, South Bay, FL 33493.

Questions shall be addressed in writing to Leondrae D. Camell, camell@southbaycity.com, or faxed to 561-996-7950