

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

CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
VIRTUAL WORKSHOP AND MEETING
TUESDAY, SEPTEMBER 01, 2020
www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950

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

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- I. **Consent Agenda Item** - These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- II. **Regular Agenda Items** - These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- III. **Public Hearing Items** - This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

**CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
VIRTUAL MEETING
TUESDAY, SEPTEMBER 01, 2020
6:30PM**

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. FY 2020-2021 City Manager's Proposed Annual Budget**
- 4. ADJOURNMENT**

REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
VIRTUAL MEETING
TUESDAY, SEPTEMBER 01, 2020
7:00PM

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.
.....

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)

3a. Herbert Hoover Dike Project Update

Timothy D. Willadsen, Project Manager

3b. PBC School District: Internet Access/Digital Divide

Marcia Andrews, School Board Member, District 6

Mark Howard, Chief of Performance Accountability, SDPBC

Dr. Adam Miller, Director of Educational Technology, SDPBC

Mike Butler, Director of Network Services, PBC

3c. City Hall Wind Retrofit Project Update

Javin L. Walker, President

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

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

5a. Approval of City Workshop Minutes: August 04, 2020

Approval of Regular City Meeting Minutes August 04, 2020

5b. Approval of Regular City Agenda: September 01, 2020

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

6a. RESOLUTION NO. 32-2020

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE

6b. RESOLUTION NO. 33-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE FIFTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION NO. 34-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SECURE EMERGENCY LOBBYING SERVICES BETWEEN JORDAN CONNORS GROUP, INC. AND THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next scheduled:

COVID-19 Testing-

Dates are to be announced. Call City Hall if you have any questions regarding testing in the City of South Bay- 561-996-6751

**CITY OF SOUTH BAY
VIRTUAL CITY WORKSHOP
CITY MANAGER'S PROPOSED BUDGET
TUESDAY, AUGUST 04, 2020
At 6:30P.M.**

A Virtual City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles on August 04, 2020 at 6:30 p.m. on gotomeeting.com (<https://global.gotomeeting.com/join/309541053>).

Present:

Mayor Joe Kyles

Vice-Mayor Betty Barnard

Commissioner Esther E. Berry

Commissioner John Wilson

Staff:

Leondrae Camel, City Manager

Vicky DelBosques, Human Resources

Massih Saadatmand, Finance Director

Natalie Malone, City Clerk

1. MAYOR KYLES CALLS MEETING TO ORDER:

1a. City Attorney reads:

"Pursuant to Executive Order No. 20-69, issued by the Office of Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes."

2. ROLL CALL

3. DISCUSSION

3a. FY 2020-2021 City Manager's Proposed Annual Budget

4. ADJOURNMENT

CITY OF SOUTH BAY
VIRTUAL CITY MEETING
TUESDAY, AUGUST 04, 2020
At 7:00P.M.

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles on August 04, 2020 at 7:02 p.m. on gotomeeting.com (<https://global.gotomeeting.com/join/309541053>).

Present:

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

Staff:

Leondrae Camel, City Manager
Vicky DelBosques, Human Resources
Massih Saadatmand, Finance Director
Natalie Malone, City Clerk

1. MAYOR KYLES CALLS MEETING TO ORDER:

1a. City Attorney reads:

"Pursuant to Executive Order No. 20-69, issued by the Office of Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes."

2. ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

3. MAYOR KYLES CALLED FOR ANY VOTING CONFLICTS: NONE

4. PRESENTATIONS/PROCLAMATIONS

- 4a. **Parks and Recreation Facility Usage**
Steven Cornette, Vice President COO
Boys & Girls Clubs of Palm Beach County (BGCPBC)

- 4b. **Comprehensive Annual Financial Report**
Roderick Harvey, CPA
HCT Certified Public Accountants & Consultants

5. PUBLIC COMMENTS

6. CONSENT AGENDA

- 6a. Approval of City Minutes - July 21, 2020
- 6b. Approval of Regular City Agenda- August 04, 2020

Moved By: Commissioner Wilson
Seconded By: Vice Mayor Berry

7. RESOLUTIONS

- 7a. RESOLUTION NO. 30-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AND COMPLIANCE REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Seconded By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Wilson	YES

7b. RESOLUTION NO. 31-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA DESIGNATING A BROWNFIELD AREA WITHIN THE CITY LIMITS OF THE CITY OF SOUTH BAY FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT, FOR PARCELS LOCATED AT 105 PALM BEACH RD AND 225 NW 1ST AVENUE; FURTHER AUTHORIZING THE CITY TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Wilson
 Seconded By: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Wilson	YES

7c. RESOLUTION NO. 32-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE CITY HALL WIND RETROFIT PROJECT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND "2" S.B.W. & ASSOCIATES INC.; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Wilson
Seconded By: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Wilson	YES

8. ORDINANCE

9. ROSENWALD ELEMENTARY SCHOOL

10. FINANCE REPORT

10a. Accounts Payable Report

11. CITY CLERK REPORT

11a. Next scheduled

Food Distribution:

Every Wednesday in the City of South Bay, beginning at 10am.

*Location-Across the street from the New South Bay Villas
July 24,2020- Tri-City Food Distribution will be held- Line up
begins at 10:00-10:30 am.*

11b COVID-19 Testing:

Dates are to be announced. Call City Hall if you have any questions regarding testing in the City of South Bay:561-996-6751

11c. Upcoming Primary Election-August 18, 2020

11d. Next scheduled Commission Meeting-September 01, 2020

Vice Mayor Barnard made a correction to the City Clerk Report:

- *Food Distributions, taking place on Wednesdays in the City of South Bay have been cancelled until further notice.*
- *Also, the next scheduled COVID-19 Testing was set to be held on August 05, 2020 at Cox Park from 11am-2pm.*

12. CITY MANAGER REPORT

12a. Existing Brownfield Site: 480 US Highway 27 N South Bay FL, 33493

13. CITY ATTORNEY REPORT

14. FUTURE AGENDA ITEMS

14a. Commissioner Berry:

- **COVID-19 Survey Questions**

To be placed on the City's website to be answered by the Public, present feedback at the September 01, 2020 meeting.

15. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15a. Commissioner Wilson:

- Thanked everyone for their concerns in regard to his family in their time of bereavement.

- He thanked everyone in their role
- Stay safe

15b. Commissioner Berry:

- Have a pleasant evening

15c. Vice-Mayor Barnard:

- Thanked the City Manager and the Finance Director.
- Addressed budget cuts

15d. Mayor Kyles:

- Thanked everyone
- Doors will continue to be open to those who want to do business in the City of South Bay
- Business Development Board State of the Glades Region meeting summary/key points (meeting took place earlier on 08/04/2020)

16. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

Digital Inclusion Initiative



Presentation to the South Bay City Commission
September 1, 2020

Our Vision

The School District of Palm Beach County envisions a dynamic, **collaborative** multi-cultural community where education and lifelong learning are valued and supported and **all learners reach their highest potential** to succeed in the global economy.

Our Mission

The School District of Palm Beach County is committed to providing a **world-class education with excellence and equity** to **empower each student to reach his or her highest potential** with the most effective staff to foster the knowledge, skills, and ethics required for responsible citizenship and productive careers.



Implementation for 1:1 Mobile Device Ratio: Student and Teacher Computers

Goal: Ensure each student and teacher has access to a laptop with a camera for distance learning.

- Current State***
- 61,000+ Student Chromebooks Distributed for Distance Learning
 - 12,000+ Teacher Chromebooks Distributed for Distance Learning
 - 73,000+ Chromebooks for Distance Learning

*Current inventory of 105k Chromebooks, 32k available for distribution

- Distance Learning Purchase****
- 66,000+ Student Chromebooks
 - 2,000+ Student Chromebooks (Purchased by the Ed Foundation)
 - 14,000+ Student CTE Laptops
 - 82,000+ Additional Devices for Distance Learning

**HP expects deliveries to begin on August 17th and will continue with 10K units per week
Academic team to prioritize an equitable distribution

\$25,063,721 Funding from IT Capital Budget



Our mission is to grant all students, regardless of zip code, access to reliable internet service in their neighborhoods.

Challenge

Ensure equitable access to in-home Broadband Internet for all students to reach their potential by fully participating in education and community engagement opportunities.

Solution

Connect and collaborate with public and private partners to identify a series of solutions to bridge the divide to access sustainable, in-home Broadband Internet.



A Need in South Bay

Internet at Home	
No	
School Name	%
n	%
District Total	10.4
Rosenwald Elementary	19.5



Short Term Solutions - Internet Sponsorships & Hotspots

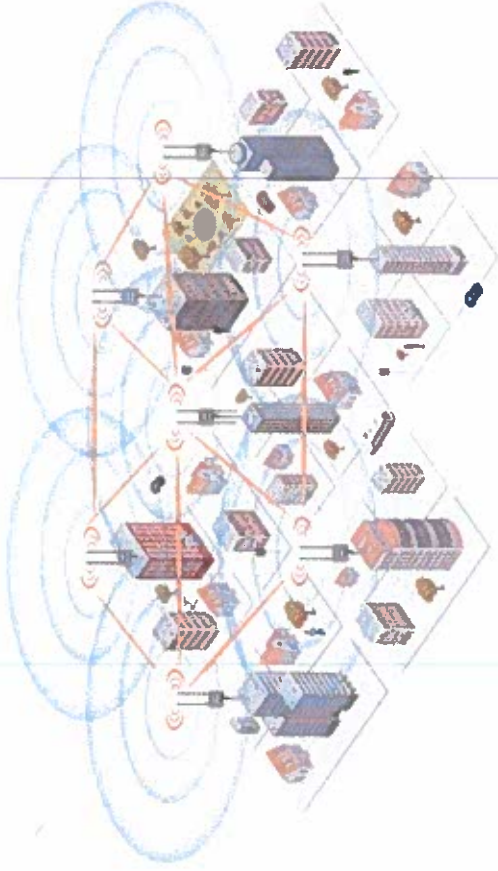
The screenshot shows the 'internet essentials' website. The main headline reads 'Bring home affordable high-speed internet.' Below this, a large price tag displays '\$9.95 Per Month + Tax' with an 'Apply Now' button. The offer details include: '25 Mbps', 'No Term Contract', 'No Credit Check', and 'No Home WiFi'. A navigation bar at the top includes links for 'Get Help', 'Language', 'Request Community', 'Pay your bill', 'Chat Now', and 'Apply Now'. A secondary 'Apply Now' button is located in the top right corner of the page content.



Franklin
T9 Mobile Hotspot

A circular graphic with a dark background. The text inside reads: 'MORE OF EVERYTHING YOU WANT FOR YOUR CHILD'. Below this, it says 'HELP HAZEN COUNTY SCHOOLS Be Your BEST Choice!' with a small logo of a graduation cap.

Long Term Solution WiFi 'Mesh' Coverage in Areas of Highest Need



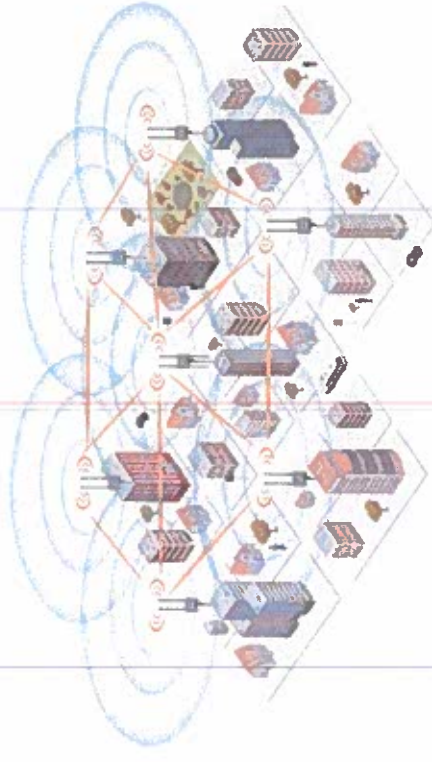
MORE OF
EVERYTHING YOU
WANT FOR
YOUR CHILD

PALM BEACH COUNTY SCHOOLS
Your BEST Choice!

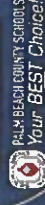
High-performing A-rated District

Long Term Solution WiFi 'Mesh' Coverage in Areas of Highest Need

- **WPB (1,200+ students) and Delray**
 - Proof-of-Concept
 - PB County fiber & access points mounted on traffic signals, FPL poles
 - Student devices
- **PBC Digital Inclusion \$10m CARES Funds**
 - Buildout of infrastructure in coverage areas prioritized with PBC & School District
 - Expend funds by December 30th



EVERYTHING YOU
WANT FOR
YOUR CHILD



High-performing A-rated District

Creating a Wifi Mesh

Lay Fiber Optic Cable



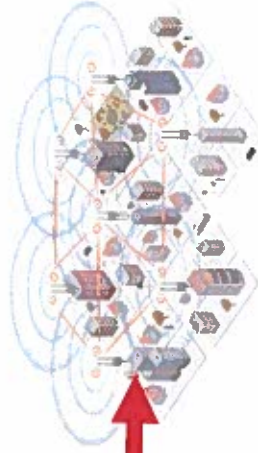
Connect Fiber to Root Radios



Root Radios Connect to Mesh Radios



Root & Mesh Radios Create Wifi Mesh



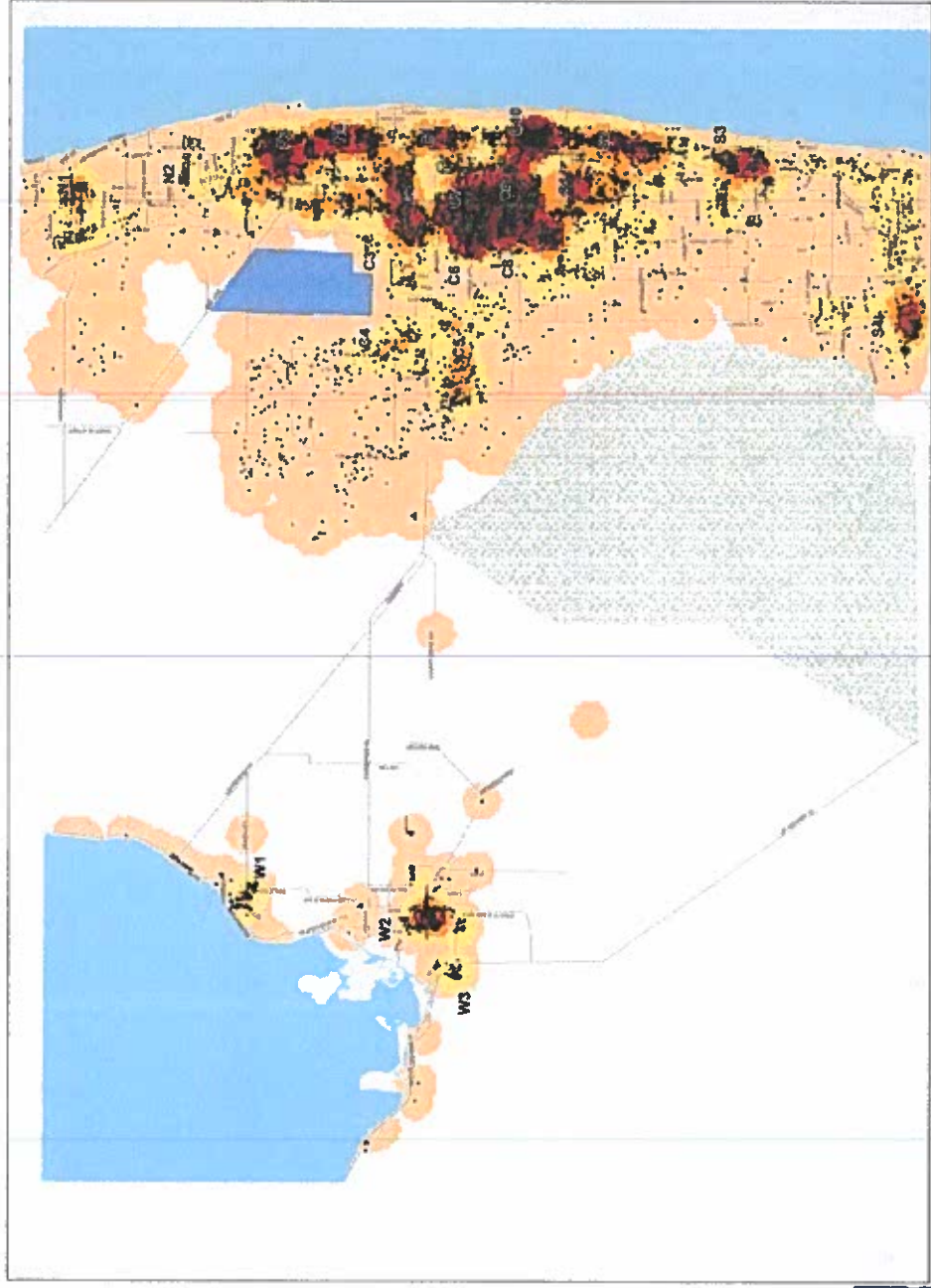
Wifi Extenders Capture Wifi Mesh Signal



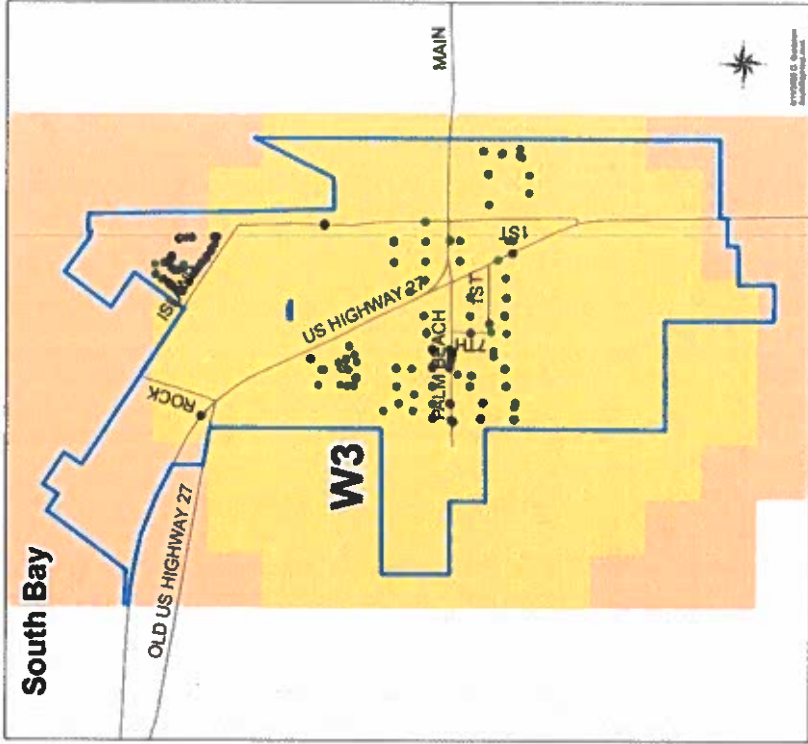
Family Enjoys Wifi



A Countywide Need



High-performing A-rate



Jenks Natural Break Classification by All Students receiving Free and Reduced Lunch



6/8/2020 D. Goldstein
RivieraBeachHeat2.mxd

High Density (Red)

of Students Impacted

681 on Free/Reduced Lunch

Free & Reduced and Responding No Interent

Responding No Interent

Free & Reduced





Municipal Wifi Phase 1-3: Project Deployment and Implementation*

Phase	Cities	75 Sites	Heat Map	Est. FRL Students	Est. Wifi Extender
AUG SEP	Glades Region Lake Worth Beach	16	<ul style="list-style-type: none"> • W1, W2, W3 • C10 	7.5k	\$450k
OCT NOV	Riviera Beach Pleasant City West Palm Beach	18	<ul style="list-style-type: none"> • C1, C2, C6, C7, C8, C9 • N3, N4 	8.3k	\$500k
NOV DEC	Boynton Beach Delray Beach Greenacres Palm Springs	27	<ul style="list-style-type: none"> • C1, C3, C4, C7, C8 • N1, N2, N3, N4 • S1, S2, S3 	8.5k	\$510k

*Based on DRAFT Plan 7/13/20 covering 50 square miles and including 75 schools

High-performing A-rated District



Digital Inclusion: County Wide Investment

\$66,154,811.00

PB County	
Fiber	\$6,685,089
Radios	\$2,130,000
Poles	\$13,712,000
Design Saving	-\$2,500,000
Total	\$20,027,089

PBC School District	
60k Distributed Chromebooks	\$18,000,000
FY21 Chromebooks	\$25,000,000
Sponsorships	\$900,000
Hotspots	\$1,200,000
Total	\$45,100,000

Community Partners	
Laptop Donations	\$682,722
Hotspots*	\$120,000
Sponsorships**	\$125,000
Wifi Extenders***	\$100,000
Total	\$1,027,722

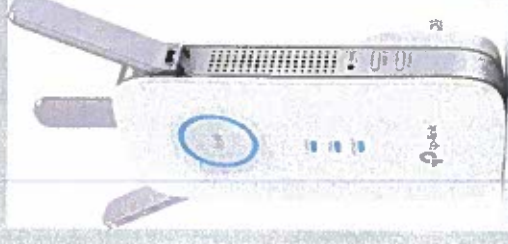
*Donated by the United Way of PBC, Town of Palm Beach United Way & The Quantum Foundation

**Donated by The Children's Services Council

*** Florida Crystals committed to \$50,000, Lost Tree committed to \$50,000

How Can South Bay Help?

- Vertical Assets with Electricity for Wifi Radio placement
- Install of Wifi Radios on new municipal construction projects
- Support HB-969 to allow local government to be ISP
- Refer to IPARC to identify Planning and Land Use Regulation strategies to further reach of Wifi coverage
- Identify and engage local business partners to support families



Two-Part Strategy and Impact

To align systems-level resources to create equitable, countywide technology access

Equitable Technology and Internet Access

Digital Literacy and Empowerment



WiFi Extenders

Increase neighborhood technology access points to students' households in target communities.

\$2 million impact

Navigators

Provide technical support, case management, and trainings for families and households to ensure successful implementation

\$450,000 impact



**EDUCATION
FOUNDATION
OF PALM BEACH COUNTY**

To Help Close the Digital Divide

A sustainable solution: To ensure that the one-time investment is leveraged to produce a sustainable long-term solution. We need to invest in our newly enrolled students and account for family mobility given many of Palm Beach County's high need student populations.

The reality is that we have to purchase new computers and devices each year on an ongoing basis. Additional devices are also needed given the standard shelf-life of the computers and the reality that some computers will be lost or broken.

To make a gift or learn more

EducationFoundationPBC.org/DigitalDivide (not yet created)

To connect us to potential donors or to discuss a financial investment

James Gavrilos, CEO/President

James@EducationFoundationPBC.org | 561.738.2929



EDUCATION
FOUNDATION
OF PALM BEACH COUNTY

Questions?

Thank You!



High-performing A-rated District

RESOLUTION: 32-2020

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") desires to utilize Community Development Block Grant ("CDBG") funding to support code enforcement services for Fiscal Year 2020-2021; and

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

WHEREAS, Palm Beach County has made available Thirty-Six Thousand Five Hundred Seventy-Two Dollars (\$36,572.00) in CDBG funding to the City of South Bay for code enforcement services and specifically for the enforcement of applicable housing and building codes.

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

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

Section 2. **Authorization of Mayor and City Manager.** The City Commission hereby authorizes the Mayor and City Manager to execute the Community Development Block Grant Agreement between Palm Beach County and the City of South Bay for support of code enforcement services in the amount of Thirty-Six Thousand Five Hundred Seventy-Two Dollars (\$36,572.00), as specifically set forth in Exhibit "A" attached hereto. 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 take effect immediately upon passage and adoption by the City Commission.

PASSED and ADOPTED this 1st day of September 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

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

THIS AGREEMENT, with an effective date of October 1, 2020, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **City of South Bay**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **335 S. W. 2nd Avenue, South Bay, FL, 33493**.

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

WHEREAS, Palm Beach County made \$36,572 in CDBG funds available to the **City of South Bay** to provide services to Low and Moderate Income Persons within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

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

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

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

1. DEFINITIONS

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

2. PURPOSE

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

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

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

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

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

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **THIRTY SIX THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS (\$36,572)** for the period of October 1, 2020 through September 30, 2021. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-20-UC-12-0004. The effective date shall be October 1, 2020 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by September 30, 2021.

8. **METHOD OF PAYMENT**

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

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

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

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

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal,

State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial system analysis or an audit of the Municipality or of any of its subcontractors performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Municipality to fiscally manage the project in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

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

(D) PURCHASING

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

(E) REPORTS, AUDITS, AND EVALUATIONS

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

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

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

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

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

(H) PROGRAM-GENERATED INCOME

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

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

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

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

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

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

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

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

To the greatest extent feasible, lower-income residents of the project area shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by U.S. HUD.

12. PROJECT BENEFICIARIES

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate-Income Persons or persons presumed to be Low and Moderate Income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than fifty one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The Municipality shall provide written verification of compliance to HES upon HES's request.

13. EVALUATION AND MONITORING

The Municipality agrees that HES will carry out periodic monitoring and evaluation activities as determined necessary by HES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions.

Due to the regulatory requirements, the performance requirements of this Agreement and as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

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

14. AUDITS AND INSPECTIONS

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

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

16. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration or early termination which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition and/or improvement to the property.

17. DATA BECOMES COUNTY PROPERTY

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

18. INDEMNIFICATION

The Municipality shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Municipality.

19. INSURANCE

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

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

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured.

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

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

- Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

20. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

21. CONFLICT OF INTEREST

The Municipality shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HES, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

22. CITIZEN PARTICIPATION

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

23. RECOGNITION

The Municipality will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HES's support for all activities made possible with funds available under this Agreement.

24. AGREEMENT DOCUMENTS

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

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

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

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may

reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. **SEVERABILITY OF PROVISIONS**

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

28. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

29. **PROJECT REPRESENTATIVE**

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

30. **INDEPENDENT AGENT AND EMPLOYEES**

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

31. **NO FORFEITURE**

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

32. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. **DRUG - FREE WORKPLACE**

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

- 34. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 35. EXCLUSION OF THIRD PARTY BENEFICIARIES**
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.
- 36. SOURCE OF FUNDING**
This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.
- 37. REMEDIES**
This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 38. PUBLIC RECORDS**
Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the MUNICIPALITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the MUNICIPALITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The MUNICIPALITY is specifically required to:
- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
 - B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the County.
 - D. Upon completion of the Agreement the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the MUNICIPALITY transfers all public records to the County upon completion of the Agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable

CITY OF SOUTH BAY

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

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

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

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. COUNTERPARTS OF THIS AGREEMENT

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument.

41. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

CITY OF SOUTH BAY

IN WITNESS THEREOF, the Municipality and the County have caused this Agreement to be executed on the date first written above:

(MUNICIPAL SEAL)

THE CITY OF SOUTH BAY

By: _____
Joe Kyles, Sr., Mayor

By: _____
Leondrae Camel, City Manager

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

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

Approved as to Form and
Legal Sufficiency

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

By: _____
Howard Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

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

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within the boundaries of the Municipality's designated code enforcement target area. Code enforcement must primarily focus on health and safety of buildings/structures and not just on nuisance issues (overgrown lots, junk cars, etc.) and it must be undertaken in the target area with other public and private activities to arrest the area's deterioration and improve conditions. CDBG funds must be used in conjunction with other funding to undertake the activity.

Specifically, CDBG funds will be used to pay a portion of the salary for one (1) full-time Code Compliance Officer (hereinafter referred to as "Officer") to carry out code enforcement activities in the target area described below and whose duties shall include, among other things:

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

- B. **DETERMINATION OF TARGET AREA and IDENTIFICATION OF DETERIORATED CONDITIONS:** The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of South Bay must delineate the boundaries of the target area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City of South Bay will submit, upon request, to HES not to exceed semi-annually approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the target area.

- C. **CODE COMPLIANCE OFFICER:** As indicated above, the Municipality shall employ an Officer in connection with this Agreement. The Officer must be able to carry out the tasks described within this Agreement, and be able to demonstrate the qualifications that enable them to do so. The Officer shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.

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

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

- D. **REPORTS:** The Municipality shall maintain and submit to HES the following reports:
- (1) A **Daily Activity Record**, attached hereto as Exhibit "C", shall be submitted to HES by the 10th day of each month, and shall document the actual number and description of the code enforcement activities performed in the CDBG Target Area. The CDBG Target Area is defined as all lands within the legal boundaries of the Municipality.
 - (2) A **Detailed Monthly Narrative Report** attached hereto as Exhibit "D", shall be submitted to HES by the 10th day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

- E. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for the salary listed under the CDBG Budget, attached hereto as Exhibit "E". Specifically, funds shall be used for payment of portion the salary for the Officer. The Municipality attests to the accurate completion of Exhibit "E", especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform the County and obtain approval from the County of any changes to this budget.

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

- F. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:
- (1) Expend, and request reimbursement from the County, of at least 75% (\$27,429) of the funding allocation no later than July 10, 2021; and
 - (2) Expend the remainder of the funding allocation by September 30, 2021.

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

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

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

- G. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice and cover sheet attached hereto as Exhibit "B", which shall be signed by a person authorized by the Municipality to submit invoices.

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

- A copy of the daily time sheets which account for all time worked by the Officer. The time sheets must also demonstrate the specific tasks undertaken by the Officer on such properties and the time taken to complete each task.
 - Copies of the payrolls and paychecks to the Officer corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, pension contributions, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (e.g., contribution to FICA, health insurance, retirement, etc.).
 - Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.
- H. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County.

2. COUNTY RESPONSIBILITIES:

- A. Reimburse the Municipality an amount not to exceed **\$36,572** for the salary of the Code Enforcement Officer as delineated in the budget below:
- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HES on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

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

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

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R _____ - _____

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

Approved for Submission

Date

EXHIBIT "D"

DETAILED MONTHLY NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R _____ - _____ Month Covered: _____

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

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: October 1, 2020 to September 30, 2021

B.1. CONTRACT FUNDING

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

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

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

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT E

ORGANIZATION: City of South Bay PROGRAM: Code Enforcement FY 2020-2021 PALM BEACH COUNTY CDBG		CONTACT NAME: Nepleon T. Collins TITLE: Economic and Business Development Director PHONE: 561-996-8751											
A. PERSONNEL EXPENSES													
Salaries:													
FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESCP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Fundraising Events)	Other Funding (Other Grants)	Total
\$0	\$32,800	100	\$32,800	100	\$0	0	\$0	0	\$0	0	\$0	\$0	\$32,800
FICA	\$0		\$0		\$0		\$0		\$0		\$0	\$2,500	\$2,500
RETIREMENT	\$0		\$0		\$0		\$0		\$0		\$0	\$1,875	\$1,875
HEALTH INS.	\$0		\$0		\$0		\$0		\$0		\$0	\$6,120	\$6,120
Worker's Comp	\$0		\$0		\$0		\$0		\$0		\$0	\$500	\$500
Code Compliance O	1		\$0		\$0		\$0		\$0		\$0	\$0	\$0
	1		\$43,595		\$0		\$0		\$0		\$0	\$10,795	\$43,595
Fringe Benefits:													
			\$0		\$0		\$0		\$0		\$0	\$0	\$0
			\$0		\$0		\$0		\$0		\$0	\$0	\$0
			\$0		\$0		\$0		\$0		\$0	\$0	\$0
			\$0		\$0		\$0		\$0		\$0	\$0	\$0
Sub-Total Personnel			\$32,800		\$0		\$0		\$0		\$0	\$10,795	\$43,595
B. OPERATING COSTS													
1 Professional Fees			\$0		\$0		\$0		\$0		\$0	\$0	\$0
Audit Fees			\$0		\$0		\$0		\$0		\$0	\$0	\$0
Gas and Lube			\$0		\$0		\$0		\$0		\$0	\$1,100	\$1,100
Tires			\$0		\$0		\$0		\$0		\$0	\$1,150	\$1,150
2 Insurance			\$0		\$0		\$0		\$0		\$0	\$555	\$555
3 Supplies			\$0		\$0		\$0		\$0		\$0	\$1,000	\$1,000
4 Communications/Postage/Shipping			\$0		\$0		\$0		\$0		\$0	\$2,000	\$2,000
5 Automotive (1)			\$3,772		\$0		\$0		\$0		\$0	\$10,800	\$14,572
Subtotal Operating Costs			\$3,772		\$0		\$0		\$0		\$0	\$16,605	\$20,377
C. ADMINISTRATIVE COSTS													
			\$36,572		\$0		\$0		\$0		\$0	\$0	\$0
TOTAL PROGRAM BUDGET			\$36,572		\$0		\$0		\$0		\$0	\$27,400	\$63,972

RESOLUTION 33-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE FIFTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter "Sheriff") executed a Law Enforcement Service Agreement effective December 01, 2005; and

WHEREAS, a First Addendum between the parties was effective October 01, 2007; a Second Addendum was effective on October 01, 2008; a Third Addendum was effective on October 01, 2009; a Fourth Addendum was effective on October 01, 2010; a Fifth Addendum was effective October 01, 2010; a Sixth Addendum was effective on October 01, 2011; a Seventh Addendum was effective on October 01, 2012; an Eighth Addendum was effective on October 01, 2013; a Ninth Addendum was effective on October 01, 2014; a Tenth Addendum was effective on October 01, 2016; an Eleventh Addendum was effective on October 01, 2017; a Twelfth Addendum was effective on October 01, 2018, and a Thirteenth Addendum October 01, 2019, and a Fourteenth Addendum on November 12, 2019 (the "Agreement") by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Sheriff is requesting no cost percentage increase in law enforcement services, which will result in a total cost in the law enforcement budget of Two Hundred Twenty-Three Thousand Eight Hundred Eighty-Nine Dollars (\$223,889.00); and

WHEREAS, in accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement is renewed for an additional five (5) year term commencing October 1, 2020 and ending September 30, 2025, with the rates and terms the same as fiscal year 2019-2020, and to be negotiated by the parties thereafter; and

WHEREAS, City Manager is recommending approval of the Sheriff's requested law enforcement services agreement.

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

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

Section 2. Acceptance of Fifteenth Addendum; Authorization of City Manager. The City Commission of the City of South Bay ("City Commission") hereby accepts the Fifteenth Addendum to the Law Enforcement Service Agreement and authorizes the City Manager to execute the Addendum consistent with the terms attached hereto as Exhibit "A".

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

PASSED and ADOPTED this 1st day of September, 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

FIFTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE CITY OF SOUTH BAY

This Fifteenth Addendum to the Law Enforcement Service Agreement is made by and between The City of South Bay (hereinafter referred to as “City”), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The City and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 01, 2005, a First Addendum effective October 01, 2007, a Second Addendum effective October 01, 2008, a Third Addendum effective October 01, 2009, a Fourth Addendum effective October 01, 2010, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2016, an Eleventh Addendum effective October 01, 2017, a Twelfth Addendum effective October 01, 2018, a Thirteenth Addendum effective October 01, 2019, and a Fourteenth Addendum effective November 12, 2019, (the “Agreement”) by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew the contract and set forth the consideration for the first year of the renewed contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement is renewed for an additional five (5) year term commencing October 01, 2020 and ending September 30, 2025, unless the Agreement is otherwise extended or terminated.
2. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2020 through September 30, 2021, as follows: The total cost of personnel and equipment shall be \$223,889.00. Monthly payments shall be \$18,657.42. The last monthly payment shall be \$18,657.38.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

CITY OF SOUTH BAY

BY: _____
Ric L. Bradshaw, Sheriff

BY: _____

Title: Sheriff

Print Name: _____

Title:

Witness: _____
Eric Coleman, Major

Witness: _____

DATE: _____

DATE: _____

RESOLUTION NO. 34-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SECURE EMERGENCY LOBBYING SERVICES BETWEEN JORDAN CONNORS GROUP, INC. AND THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") recognizes the importance of monitoring and participating in the state and federal legislative process in order to protect the interests of the City and its residents; and

WHEREAS, the City Commission previously issued Request for Qualifications (RFQ) 2019-01 for Lobbyist Consultant Services with a deadline of January 18, 2019; and

WHEREAS, the City selected Jordan Connors Group, Inc., a company with knowledge of the issues facing the City of South Bay, for lobbying services at an amount not to exceed Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, due to COVID-19, lobbying consulting services are desperately needed as the City seeks to obtain both federal and state funding; and

WHEREAS, the City Commission deems this service as vitally important to the residents of the City and desires to secure lobbying consulting services, consistent with the Agreement attached hereto as Exhibit "A".

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Lobbyist Services Agreement between Jordan Connors Group, Inc. and the City of South Bay, attached hereto as Exhibit "A" on an emergency basis. The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 1st day of September 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



JORDAN CONNORS GROUP
GOVERNMENT RELATIONS

August 17, 2020

Leondrae Camel
City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

Dear Mr. Camel,

The purpose of this letter is to provide an update on federal funds for local governments that was provided to the State of Florida through the Coronavirus Aid, Relief and Economic Security (CARES) Act.

The U.S. Department of the Treasury in March dispersed \$2.47 billion directly to 12 Florida counties with populations greater than 500,000 — Brevard, Broward, Duval, Hillsborough, Lee, Miami-Dade, Palm Beach, Pasco, Pinellas, Polk, Orange, and Volusia.

These large counties received 100 percent of their funds in March. In June, the Governor's Office announced the state would start to release nearly \$1.3 billion in additional federal funds to counties with populations less than 500,000. Under the Governor's plan, the Florida Division of Emergency Management will provide an initial disbursement of 25 percent of each county's allocation.

Large and small counties are responsible for steering money to cities located within their counties. The Florida League of Cities is advocating for federal funds to be dispersed directly to municipalities.

"All counties, including counties that already received direct payment from the U.S. Department of the Treasury, should provide funds to municipalities located within their jurisdiction on a reimbursement basis for expenditures eligible under the CARES Act and related guidance," according to the news release by the Governor's Office.

Palm Beach County received a \$261 million allocation from the federal CARES Act. The county allocated \$60 million for the Restart Business Grants Program and nearly \$39 million for rental and utilities assistance for families. The county will dedicate \$50 million toward businesses with 25 or fewer employees and \$10 million towards business with greater than 25 employees.

701 Stanley Drive • Fernandina Beach, Florida 32034
904-206-1604 • Jordan@JordanConnors.com

Mr. Leondrae Camel
August 17, 2020
Page 2

On the federal side, an agreement on a new federal coronavirus relief plan looks unlikely without a compromise on the roughly \$1 trillion in aid to beleaguered state and local government that Democrats demand, and the White House opposes.

Democrats have offered to cut their original stimulus proposal totaling \$3.5 trillion by roughly one third, but insist on keeping help for states, cities, and other municipalities. The White House negotiators, in addition to rejecting the Democrats' topline number, have offered to put in no more than \$150 billion for local assistance.

The Democratic plan passed by the House in May would provide \$915 billion in state and local aid. More than half would go to states and Washington D.C, with the first portion awarded within 30 days of enactment and the rest no later than May 3.

Local governments would get \$375 billion. Of that, \$131.25 billion would be for cities that have a population greater than 50,000 or are the principal city of a metropolitan statistical area; \$56.25 billion for local governments other than counties or parishes; and \$187.5 billion for counties based on population. There is also \$20 billion for U.S. territories and \$20 billion for tribal governments.

Both the House and Senate are in recess until September.

Recommended Action

I have reached out to my contacts with the Governor's Office, Florida League of Cities and other state lobbyists that represent municipalities to determine whether there is a formal process for municipalities to apply for CARES Act funds with the State of Florida.

At this time there is no formal application process for municipalities to seek CARES Act funding, but I recommend that the City of South Bay prepare a formal grant request that will be forwarded to the Governor's Office. I will continue to follow up with Governor's Office staff throughout the end of the year.

If Congress and the White House agree on a second federal funding package for state and local governments, it is imperative that the City maintains lobbying activities with the Governor's Office.

As you know, the financial fallout from COVID-19 has decimated the state's economy. A recent revenue estimating analysis by the state's top economic staff has projected a \$5.4 billion budget deficit for the state's current fiscal year and for FY 2021-22. It is the largest gap between revenue estimates in state history.

Mr. Leondrae Camel
August 17, 2020
Page 3

State and legislative leaders will be faced with making harsh and even painful reductions to try to fill a budget deficit of this magnitude. A special session may be necessary to address the current fiscal year budget deficit. If a special session is called or if the Legislative Budget Committee decides to take action to reduce current budget spending, lobbying efforts will be needed to ensure that the City's approved water project funding remains in the budget.

I look forward to working with the City of South Bay on these issues.

Best regards,

A handwritten signature in blue ink, appearing to read 'M. Jordan Connors', is written over the printed name.

M. Jordan Connors

CITY OF SOUTH BAY

LOBBYIST SERVICES

THIS AGREEMENT, made as of the ____ day of _____, 2020, by and between the CITY OF SOUTH BAY, Palm Beach County, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), and JORDAN CONNORS GROUP, INC. ("CONSULTANT").

WITNESSETH:

WHEREAS, CONSULTANT is knowledgeable of the City of South Bay and many of its operations and future plans; and

WHEREAS, the City Commission has determined that it is desirous of entering into a one (1) year emergency agreement with CONSULTANT to provide lobbying services for an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES:**

CONSULTANT's services during the term of this Agreement shall include but not be limited to:

STATE GOVERNMENT

- A. Work with the City Commission and City Manager in developing special or general legislation as directed by the Commission.

- B. Attend the State legislative Session on behalf of the City.
- C. Testify and Lobby on behalf of the City, to the Governor and Cabinet, and all state agencies, on behalf of the CITY.
- D. Appear and testify at State agency hearings, rulemaking proceeding and other administrative and legislative meetings, in order to promote and seek passage of legislation affecting the CITY as directed by the City Commission.
- E. Coordinate appointments/meetings between the Mayor, City Commission, and other City staff, upon request, with appropriate State officials /Legislators.
- F. Report regularly to the City Commission, City Manager, and other applicable staff as designated by the CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY; informing CITY of various meetings/hearings attended on CITY's behalf; providing CITY with any applicable interim studies prepared by the House or Senate, clippings information from the Florida Administrative Weekly which may be pertinent to the CITY; and individually meeting with or contacting the Mayor and City Commission on issues, as required by the City.
- G. The CONSULTANT shall provide the City Commission and the City Manager's Office with periodic reports during the time that the Florida Legislature has been called into regular and special session. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Manager and Mayor when an immediate action may be required to be taken by the CITY or any action is being contemplated by the Florida Legislature, which will directly impact the CITY. Furthermore, the CONSULTANT shall assist in arranging trips to Tallahassee for

staff or elected officials when required to address specific issues affecting the CITY. Additionally, the CONSULTANT shall enhance the legislative program process by initiating discussions, conferences and meetings with the CITY, by and through its elected representatives and City Manager within forty-eight (48) hours of complete contract execution. A report summarizing the status of the CITY's legislative priorities shall be provided within one week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty days (30) from the close of session.

- H. CONSULTANT shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.
- I. CONSULTANT shall upon request by the CITY, assist the CITY in coordinating applications and obtaining State grants. The CONSULTANT is not expected to prepare grant applications.

FEDERAL GOVERNMENT

CITY intends to engage CONSULTANT on to provide legislative consulting services relating to federal matters before the U.S. Congress, federal administrative agencies and the Executive branch. It is expressly understood between the parties that the City intends to issue an RFP and/or otherwise retain a separate Lobbying Firm for federal lobbying purposes. If the City engages a separate federal lobbyist, the parties agree to reevaluate the terms of this Agreement.

CONSULTANT shall provide the federal lobbying services as set forth below:

- J. CONSULTANT is expected to attend all scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services.
- K. CONSULTANT shall review on a continuing basis all existing and proposed Federal policies, programs and legislation; identify those issues that may affect the CITY or its citizens, and regularly inform the CITY as to these matters, both written and orally; and to provide legal and legislative expertise and consulting services.
- L. CONSULTANT shall assist the City Commission and staff in the coordination and development of the CITY's federal legislative program. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, affordable housing, economic development, revenue enhancement, mandates and other issues as directed by the Commission.
- M. CONSULTANT shall monitor federal legislative committee meetings, agencies hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the CITY's adopted legislative program are considered, as well as others that may arise that affect the CITY.
- N. CONSULTANT shall work with the City Commission and staff to develop special or general federal legislation in keeping with, or that are supportive of, the CITY's adopted legislative program.

- O. CONSULTANT shall develop strategies to obtain and maximize funding for all areas of City services including but not limited to public works, law enforcement, transportation infrastructure, water resources, housing, appropriations and grant programs administered by the Federal government;
- P. CONSULTANT shall coordinate funding, legislation and policy related activities with the United States Congress and Federal agencies; Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
- Q. CONSULTANT shall maintain direct and frequent contact with key United States Senators and Representatives, and advocate for the CITY'S interests during the United States legislative and regulatory process;
- R. CONSULTANT shall, upon request, coordinate appointments/meetings between the City Commission or other CITY staff, and appropriate federal officials and legislators.

GENERAL

- S. CONSULTANT shall prepare and submit reports that may include but not limited to: personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other federal policies or programs that affect the CITY and its citizens either directly or indirectly. A report summarizing the status of the CITY's legislative priorities shall be provided within one week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty days from the close of session.

T. CONSULTANT shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

U. CONSULTANT shall upon request by the CITY, assist the CITY in coordinating applications and obtaining Federal grants. The CONSULTANT is not expected to prepare grant applications.

2. **RESPONSIBILITIES OF THE CITY:**

a. CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager.

b. CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that especially during the legislative session, it is important to have the appropriate staff available.

c. CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the lobbying services under this agreement.

3. **CONSULTANT RESPONSIBILITIES:**

CONSULTANT shall perform the scope of services, as set out in Section 1 and throughout this Agreement. This list shall not be deemed all-inclusive and may be changed from time to time as authorized by the City Commission. Consultant shall maintain all licenses, certifications and other requirements to be recognized as a lobbyist by all necessary federal and state entities.

4. **RETAINER**

a. The CITY hereby retains the CONSULTANT, and the CONSULTANT hereby accepts a retainer from the CITY in the amount not to exceed Twenty Thousand (\$20,000) Dollars annually ("RETAINER") to perform the services as set forth in the Scope of Services.

b. The retainer shall be paid in installments of \$1,666 per Month upon presentation of an invoice outlining services rendered during the preceding month, payable in arrears.

c. The retainer shall cover all out-of-pocket expenses incurred by CONSULTANT.

5. **TERM**: The CONSULTANT is retained for a one (1) year term.

6. **EARLY TERMINATION**: The CITY reserves the right to terminate this Lobbyist undertaking at the CITY's convenience.

7. **OFFICE SPACE**: CONSULTANT agrees to make office space available, to the CITY in Tallahassee during the course of this Agreement, which will be accessible to the CITY and its staff while in Tallahassee, if needed. CONSULTANT shall also provide any staff necessary to assist the CITY and its staff while in the Tallahassee and while the Washington, D.C. area.

8. **COMPLIANCE WITH RULES AND REGULATIONS**: CONSULTANT agrees to abide by any and all CITY ordinances and resolutions that relate to the services provided pursuant to this Agreement.

9. **CONFLICT OF INTEREST**: CONSULTANT agrees that it shall not represent any entity in any form or support a position in opposition to a position of the

CITY, unless the City Commission grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following:

- (i) This Agreement shall be voidable by the CITY or
- (ii) CONSULTANT shall be prohibited for a period of up to ten (10) years as determined by the City Commission in its sole discretion from entering into a lobbying contract with the CITY.

10. **NOTIFICATION:**

a. CONSULTANT shall have the obligation to declare in writing the existence of a conflict and request a waiver, if applicable, within five (5) business days of the discovery of a conflict and after execution of this contract. Consultant shall not lobby the City, its officials or City Manager on any matter during the term of this Agreement.

b. Separate and independent from the above-referenced obligation, CONSULTANT must advise the City Manager, in writing, of any position in opposition that of the CITY, taken by the selected CONSULTANT and at the CITY's discretion, this may require that a request of waiver of such conflict be taken before the City Commission. A position in opposition to a position of the CITY may take the form of an adverse policy position or something having adverse fiscal impact on the CITY, either directly or indirectly. A position in opposition to a position of the CITY is not limited to a position that conflicts with an expressed provision of the legislative package adopted by the City Commission. It may also arise in other areas. Not every CITY interest can be anticipated or enumerated in the CITY's legislative package, and issues arise and change over the course of the legislative process. It is incumbent upon the CONSULTANT to remain mindful of the CITY's policy and fiscal interests and positions. If an actual or perceived conflict arises, CONSULTANT shall advise the City Manager in writing within five business days, and seek a waiver of the conflict before the City Commission, as necessary.

c. Once a conflict waiver has been received by the CITY, the City Manager, in

consultation with the City Attorney, reserves the right to determine whether CONSULTANT may continue representing the CITY and the other party's interest until the City Commission can consider the conflict issue. The City Commission may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following:

(i) Grant a waiver and allow the CONSULTANT to continue to represent the both the CITY and the other party;

(ii) Refuse to grant a waiver and require the CONSULTANT to choose between representing the CITY or the other party, or to discontinue representing the other party;

(iii) Refuse to grant a waiver and void this Agreement;

(iv) Grant a limited waiver and allow the CONSULTANT to continue to represent both the CITY and the other party under whatever limitations or restrictions the CITY, in its sole discretion, determines to be proposed appropriate.

11. **AUDIT:** CONSULTANT shall maintain all records produced as a result of this Agreement for at least three (3) years from the date of final payment. The CITY shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the CONSULTANT and the CITY.

12. **KEY PERSONNEL:** CONSULTANT agrees that the key personnel who will be providing services to the CITY is Jordan Connors.

13. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents, from any and all liability arising out of claims and litigation related to the services to be provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any errors or omissions related to the service provided.

14. **INSURANCE:** CONSULTANT shall maintain during the term hereof,

comprehensive automobile liability insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) dollars, combined single-limit for bodily injury and property damage liability to protect CONSULTANT and CITY from claims of damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. As well, CONSULTANT shall maintain, during the term hereof, comprehensive general liability insurance in the amount of Five Hundred Thousand (\$500,000.00) dollars per occurrence, to protect CONSULTANT and CITY from claims for damages for bodily and personal injury including wrongful death, as well as from claims of property damages which may arise from any operations in connection herewith, whether such operations be by CONSULTANT or by anyone directly employed by or contracting with CONSULTANT. All insurance required hereunder be maintained by CONSULTANT shall be subject to the CITY's reasonable approval as to ratings of the insurer, and such policies, as evidenced by a certificate thereof, shall specifically include CITY an additional insured and provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

15. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of the CONSULTANT's efforts.

16. **ATTORNEY'S FEES:** Should any dispute arise hereunder, CITY shall be entitled to recover against CONSULTANT all costs, expenses and attorney's fees incurred by CITY in such dispute, whether or not suit is brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

17. **WAIVER:** No waiver by CITY of any provision of this Agreement shall be

deemed to be a waiver of any other provisions hereof or of any subsequent breach by CONSULTANT of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by CONSULTANT requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of CONSULTANT, whether or not similar to the act so consented to or approved.

18. **NON-ASSIGNABILITY**: This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

19. **NOTICE**: The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed to:

As to CITY: Leondrae Camel, City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Telephone: (561) 996-6751
Facsimile: (561) 996-7950

Copy to: Burnadette Norris-Weeks, City Attorney
401 North Avenue of the Arts (NW 7th Avenue)
Ft. Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

CONTRACTOR: JORDAN CONNORS GROUP, INC.
701 Stanley Drive

Fernandina Beach, Florida 32034
(904) 206-1604
Attention: M. Jordan Connors

20. **PUBLIC RECORDS**: To the extent required by law, Consultant shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Consultant agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

21. **BINDING EFFECT**: All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

22. **CONSTRUCTION**: This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida.

23. **SEVERABILITY**: Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

24. **ENTIRE AGREEMENT; MODIFICATION**: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any

of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

25. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

26. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

27. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

28. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

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

CITY OF SOUTH BAY

ATTEST:

Natalie Malone, CITY Clerk

BY: _____
Joe Kyles, Mayor

APPROVED AS TO FORM

Burnadette Norris-Weeks, City Attorney

Leondrae Camel, City Manager

CONTRACTOR
JORDAN CONNORS GROUP, INC.

WITNESSES:

By: _____
M. Jordan Connors

Date: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

SS:

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at _____ in the State and County aforesaid on this __ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:



City of South Bay

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

www.southbaycity.com

Commission

- Joe Kyles Sr.
Mayor
- Betty Barnard
Vice Mayor
- Esther E. Berry
- John Wilson
- Taranza McKelvin
- Leondrae Camel
City Manager
- City Clerk
Natalie Malone
- Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
 From: Massih Saadatmand, Finance Director
 Thru: Mr. Leondrae Camel, City Manager
 Date: August 27, 2020
 Ref: Weekly check register

Enclosed, please find the summary of check register as of August 27, 2020:

General Fund

• Utility:			
	Comcast	\$	1,493.40
	FPL		6,142.11
	PBC Water		1,578.84
	T Mobil		694.62
• Bank of America			1,161.82
• PBC Sheriff			18,657.38
• United Health Care			27,417.46
• Norris-Weeks, PA			13,841.84
• Kelly Tractor			5,830.42
• CAP Government			3,120.00
• Coastal Network			3,000.00
• HCT			28,500.00
• Ford Credit			1,768.20
• Clarke			3,479.46
• Purchased of supplies, materials and parts			3,178.63 <i>A</i>
• Payment for various services			7,379.92 <i>B</i>
• Payroll deductions			9,951.39 <i>C</i>
• Other			3,721.64 <i>D</i>
	Total	\$	<u>140,917.13</u>

Sanitation Fund

Waste Management \$ 38,002.15

Capital Project

CAP Government \$ 29,730.00
 R&D Paving 135,245.84
 Carbon Design 15,673.50
Total \$ 180,649.34

AP Check Register Report

City Of South Bay (CSBFND)

07/30/2020 11:30:55 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12734	AFLAC	AFLAC	07/31/2020	1,593.37	C
12735	ANGELA BLACKMAN	ANGLELA BLACKMAN	07/31/2020	30.75	D
12736	BELLE GLADE WHOLESALERS	BIG LAKE SNACK SALES, INC	07/31/2020	36.82	A
12737	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	07/31/2020	6,935.17	
12738	COASTAL NETWORK SOLUTIONS	COASTAL NETWORK SOLUTIONS, LLC	07/31/2020	1,500.00	
12739	COLONIAL LIFE PROCESSING	COLONIAL LIFE PROCESSING CENTER	07/31/2020	1,355.25	C
12740	COMCAST	COMCAST	07/31/2020	213.20	
12741	EVERGLADES TRADING	EVERGLADES TRADING	07/31/2020	60.00	A
12742	FEDERAL EXPRESS	FEDERAL EXPRESS	07/31/2020	45.56	B
12743	IAMAW	IAMAW	07/31/2020	413.00	C
12744	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	07/31/2020	442.00	B
12745	KELLY TRACTOR	KELLY TRACTOR	07/31/2020	5,830.42	
12746	LIBERTY NATIONAL	LIBERTY NATIONAL	07/31/2020	536.52	C
12747	MUTUAL OF OMAHA	MUTUAL OF OMAHA	07/31/2020	322.32	D
12748	PERFORMANCE NAPA	PERFORMANCE NAPA	07/31/2020	52.71	A
12749	SOLSTICE BENEFITS INC	SOLSTICE MARKETPLACE	07/31/2020	654.23	C
12750	THE PALM BEACH POST	PBN REMITTANCE ADDRESS	07/31/2020	141.04	B
12751	UNITED HEALTH CARE	UHS PREMIUM BILLING	07/31/2020	13,708.73	
12752	VRC	VRC	07/31/2020	351.12	B
12753	WALMART COMMUNITY	WAL-MART COMMUNITY	07/31/2020	57.91	A
12754	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	07/31/2020	239.84	C
Non-Electronic Transactions:				34,519.96	
Total Transactions:				34,519.96	

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12755	ALLY	ALLY	08/07/2020	725.70	C
12756	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	08/07/2020	6,906.67	
12757	CAP GOVERNMENT	CAP GOVERNMENT	08/07/2020	3,120.00	
12758	COMCAST	COMCAST	08/07/2020	282.12	
12759	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	08/07/2020	15.00	B
12760	FPL	FPL	08/07/2020	6,142.11	
12761	HCT	HARVEY, COVINGTON & THOMAS	08/07/2020	28,500.00	
12762	ICMA MEMBERSHIP RENE	ICMA	08/07/2020	1,100.00	D
12763	LAKE HARDWARE	LAKE HARDWARE	08/07/2020	29.17	A
12764	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	08/07/2020	108.81	C
12765	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/07/2020	252.48	A
12766	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	08/07/2020	1,578.84	
12767	TOWN OF LANTANA	TOWN OF LANTANA	08/07/2020	1,000.00	D
12768	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	08/07/2020	56.86	A
12769	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	08/06/2020	745.00	B
12770	CLARKE	CLARKE	08/06/2020	1,128.28	
12771	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	08/06/2020	1,666.66	B
12772	CITIBOT INC	CITIBOT INC	08/06/2020	450.00	S
12773	MARATHON/MEX BANK	WEX BANK	08/06/2020	1,312.78	A
				Non-Electronic Transactions:	55,120.48
				Total Transactions:	55,120.48

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12774	CLARKE	CLARKE	08/13/2020	1,755.50	
12775	EVERGLADES TRADING	EVERGLADES TRADING	08/13/2020	56.00	A
12776	FEDERAL EXPRESS	FEDERAL EXPRESS	08/13/2020	60.27	B
12777	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	08/13/2020	868.46	
12778	HOOK'S WELDING	HOOK'S WELDING	08/13/2020	142.50	A
12779	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	08/13/2020	192.36	
12780	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/13/2020	27.66	I
12781	PERFORMANCE NAPA	PERFORMANCE NAPA	08/13/2020	215.95	J
12782	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	08/13/2020	351.67	D
12783	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	08/13/2020	130.00	C
12784	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	08/13/2020	250.00	E
12785	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	08/13/2020	495.00	B
12786	T-MOBILE	T-MOBILE	08/13/2020	694.62	
12787	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	08/13/2020	194.60	A
Non-Electronic Transactions:				5,434.59	
Total Transactions:				5,434.59	

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12788	COMCAST	COMCAST	08/20/2020	122.99	
12789	COMCAST BUSINESS	COMCAST	08/20/2020	661.69	
12790	COSTCO	COSTCO	08/20/2020	120.00	D
12791	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	08/20/2020	496.63	B
12792	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/20/2020	300.96	A
12793	VRC	VRC	08/20/2020	351.59	B
12794	CLARKE	CLARKE	08/20/2020	595.68	
12795	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	08/20/2020	1,500.00	
12796	EVERGLADES TRADING	EVERGLADES TRADING	08/20/2020	80.00	A
12797	FORD CREDIT DEPT 67-4:	FORD CREDIT COMPANY LLC	08/20/2020	899.74	
12798	FLORIDA STORMWATER	FLORIDA STORMWATER ASSOCIATION	08/20/2020	500.00	D
12799	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/20/2020	2.07	A
12800	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	08/20/2020	468.96	B
12801	XEROX CORP	XEROX CORPORATION	08/20/2020	294.24	J
				Non-Electronic Transactions :	6,394.55
				Total Transactions :	6,394.55

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
12802	AFLAC	AFLAC	08/27/2020	1,593.37	C
12803	BANK OF AMERICA, NA	BANK OF AMERICA	08/27/2020	1,161.82	
12804	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	08/27/2020	1,279.30	C
12805	COMCAST	COMCAST	08/27/2020	213.40	
12806	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	08/27/2020	60.00	A
12807	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	08/27/2020	107.80	L
12808	IAMAW	IAMAW	08/27/2020	413.00	C
12809	LIBERTY NATIONAL	LIBERTY NATIONAL	08/27/2020	497.43	i
12810	MUTUAL OF OMAHA	MUTUAL OF OMAHA	08/27/2020	296.90	D
12811	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	08/27/2020	18,657.38	
12812	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	08/27/2020	607.43	C
12813	ST. JUDE PLACE	ST. JUDE PLACE	08/27/2020	40.00	L
12814	UNITED HEALTH CARE	UHS PREMIUM BILLING	08/27/2020	13,708.73	
12815	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	08/27/2020	239.84	C
12816	CLARKE	CLARKE	08/27/2020	571.15	
Non-Electronic Transactions:				39,447.55	
Total Transactions:				39,447.55	

AP Check Register Report
City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
222	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	08/07/2020	21,723.24
Non-Electronic Transactions:				21,723.24
Total Transactions:				21,723.24

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
223	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	08/14/2020	14,450.24
Non-Electronic Transactions:				14,450.24
Total Transactions:				14,450.24

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
224	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	08/27/2020	1,828.67
Non-Electronic Transactions:				1,828.67
Total Transactions:				1,828.67

AP Check Register Report

City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
189	CARBON DESIGN & ARCH	CARBON DESIGN & ARCHITECTURE	08/06/2020	15,673.50
190	CAP ENGINEERING	CAP ENGINEERING	08/06/2020	27,625.00
191	CAP GOVERNMENT	CAP GOVERNMENT	08/06/2020	2,105.00
Non-Electronic Transactions:				45,403.50
Total Transactions:				45,403.50

AP Check Register Report
City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
192	R&D PAVING LLC	R&D PAVING LLC	08/20/2020	135,245.84
Non-Electronic Transactions:				135,245.84
Total Transactions:				135,245.84