



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

CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBERS
TUESDAY, DECEMBER 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
CITY COMMISSION CHAMBERS
TUESDAY, DECEMBER 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. Agenda Items**
- 4. ADJOURNMENT**

REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
COMMISSION CHAMBER
TUESDAY, DECEMBER 01, 2020
7:00PM

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

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

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.
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1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**

2. **DISCLOSURE OF VOTING CONFLICTS**

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

3a. **Tri-Cities Education NOVEMBER Update-The Glades Region**
Joe Kyles, Mayor

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 Regular City Meeting Minutes November 17, 2020**

5b. **Approval of Regular City Agenda December 01, 2020**

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

6a. **RESOLUTION 51-2020**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ELECTIONS AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6b. RESOLUTION 52-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY PERTAINING TO THE PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION NO. 53-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2020; PROVIDING FOR EFFECTIVE DATE

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next scheduled commission meeting-January 05, 2021

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

**CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY COMMISSION CHAMBERS
TUESDAY, NOVEMBER 17, 2020
6:30PM**

Present:

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

Staff:

Leondrae Camel, City Manager
Natalie Malone, City Clerk
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director *via telephone*
Burnadette Norris-Weeks, City Attorney, Esq., City Attorney *via telephone*

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION
 - 3a. **Employee Handbook Updates**
Vicky Del Bosquez, Human Resources
Discussion Item pulled from Agenda
4. ADJOURNMENT

CITY OF SOUTH BAY
VIRTUAL CITY MEETING
TUESDAY, NOVEMBER 17, 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 in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on November 17, 2020 at 7:00 p.m.

(Full discussion/recording, available through the City Clerk)

Present:

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

Staff:

Leondrae Camel, City Manager
Natalie Malone, City Clerk
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director *via telephone*
Burnadette Norris-Weeks, City Attorney , Esq., City Attorney *via telephone*

1. **MAYOR KYLES CALLS MEETING TO ORDER:**
2. **ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
3. **MAYOR KYLES CALLED FOR ANY VOTING CONFLICTS: NONE**

4. PRESENTATIONS/PROCLAMATIONS

4a. Legislative Update

Jordan Connors, City Lobbyist

Presentation done via phone conference

4b. National Hunger and Homeless Awareness Week

Board of County Commissioners, PBC

5. PUBLIC COMMENTS

6. CONSENT AGENDA

6a. Approval of Regular City Meeting Minutes

October 20, 2020

6b. Approval of Regular City Agenda

November 17, 2020

Moved By: Commissioner McKelvin

Seconded By: Commissioner Berry

7. RESOLUTIONS

7a. RESOLUTION: 44-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING CARDNO, INC. AS THE SUCCESSFUL PROPOSER FOR REQUEST FOR PROPOSALS ("RFP") NO. 2020-03; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN CARDNO, INC. AND THE CITY OF SOUTH BAY FOR TANNER PARK IMPROVEMENTS IN CONNECTION WITH THE SHELTER/COMMUNITY CENTER USDA TECHNICAL ASSISTANCE GRANT; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Seconded By: Commissioner McKelvin

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

7b. RESOLUTION: 45-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO AGREEMENT NO. LP50102 BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE FLOOD AND WATERWAY MANAGEMENT PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner McKelvin
Seconded By: Vice Mayor Barnard

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

7c. RESOLUTION NO. 46-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2021; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Seconded By: Commissioner McKelvin

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

7d. RESOLUTION: 47-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING RECYCLING PROGRAM BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner McKelvin
Seconded By: Vice Mayor Barnard

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

7e. RESOLUTION NO. 48-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

Moved By: Commissioner Berry
Seconded By: Vice Mayor Barnard

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

7f. RESOLUTION NO. 49-2020

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF SOUTH BAY, FLORIDA, SHOWING SUPPORT FOR NON-DISCRIMINATION WITHIN THE CITY AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE CITY OF SOUTH BAY; PROVIDING AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Seconded By: Commissioner McKelvin

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

7g. RESOLUTION NO. 50-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, DECLARING EMERGENCY REGULATIONS RELATED TO CERTAIN PUBLIC MEETINGS DURING THE COVID-19 STATE OF EMERGENCY; AUTHORIZING THE CITY MANAGER TO ARRANGE FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND ADVISORY BOARD ATTENDANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Moved By: Commissioner McKelvin
Seconded By: Vice Mayor Barnard

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

8. ORDINANCE

9. ROSENWALD ELEMENTARY SCHOOL

10. FINANCE REPORT

10a. Accounts Payable Report

- November 17, 2020

11. CITY CLERK REPORT

11a. Next scheduled

COVID-19 Testing-

- *Testing will be done every other week at Food Distribution sites.*

12. CITY MANAGER REPORT

12a. Lobbyist Report available through email

12b. Resolution 50-2020

12c. City technology equipment update

13. CITY ATTORNEY REPORT

14. FUTURE AGENDA ITEMS

15. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15a. Commissioner McKelvin:

- Praying for safety for all
- Thanked everyone for coming out and attending virtual call, have a blessed night and stay safe.

15b. Commissioner Wilson:

- COVID-19- Temperatures taken upon entrance
- Thanks to everyone

15c. Commissioner Berry:

- Commended Staff and Principal at Rosenwald Elementary for making sure our children are safe
- Thanked City Staff
- Thanked everyone. Thanks for coming out, have a goodnight

15d. Vice Mayor Barnard:

- Expressed thanks, our PBSO Deputies and staff
- Continuing to go forward and stay safe
- Prayers for all

15e. Mayor Kyles:

- COVID-19
- Thanked City Manager, Staff, School Staff for their wonderful work
- Gatherings in regard to COVID-19

16. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

For TEACHERS

(GRAB a Good Lunch)

Tri-Cities Education **NOVEMBER** Update The Glades Region:

Growing Greatness in Academics and Athletics; It's In Our DNA

CELEBRATIONS

- Dr. Hibler is the Glades Region Principal of the Year Nominee!
- Matthew Thompson (PMSHS) won a \$62,000 scholarship!
- Jasmine Calderon (PMSHS) selected as one of 12 finalists across Florida for Take Stock in Children's Leaders 4 Life Fellowship!
- Glades Central won the "Rivalry" Game (Muck Bowl)!

ACADEMICS

Fall Assessment:

- Fall assessment is a POST-diction not a PRE-diction
- Elementary participation rates were higher than Secondary students overall
- Decline in Grade 5 ELA scores for distance learners *REMOTE*
- Decline in Grades 6 & 7 ELA and 6 & 7 Math for distance learners *REMOTE*
- Decline in Grade 10 ELA scores for distance learners *REMOTE*

Failing Students:

- Secondary students are not logging on; resulting in Fs for the 1st nine weeks
- Student and Parent Ownership

Student Engagement Ideas:

- Untraditional Tutoring Hours
- 'STOP' Your Child Is Failing Notices

OTHER INFORMATION

- Make Your Choice
- School Accountability
- Graduation Ceremony - *Fair Ground*
- Pahokee will host the Muck Bowl in 2021 (if we are back to normal)

COVID UPDATES

- As of **Wednesday, November 17, 2020**, there were 10 confirmed cases
- Students/Teachers/Staff are sent home to quarantine when exhibiting symptoms or if they were in close contact with someone who tested positive

Contact Information:

Angela Moore, Regional Superintendent @ 561-628-3040
Dr. Moneek McTier, Instructional Superintendent @ 561-714-8249

NOTES:

Our Vision

Every student entering our system as a Pre-K student will graduate with a standard high school diploma leading to post-secondary success.

Our Mission

To create a culture of high expectations that challenge students to become independent learners and thinkers.

Our Focus

Strengthen Standards Based Instruction (SBI) for students in Pre-K through Post-Secondary.

UPCOMING REGION EVENTS:

11/23/20 - Thanksgiving Holiday
12/03/20 - Portfolio Meeting
12/04/20 - Teacher Workday

12/21/20 - 01/01/21
Winter Holiday

01/18/21 - Holiday

RESOLUTION NO. 51-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ELECTIONS AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 101.34, Florida Statutes, the Palm Beach County Supervisor of Elections ("SOE") is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and

WHEREAS, the City of South Bay ("City") desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment.

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 for Agreement Execution. The City Commission of the City of South Bay, Florida hereby authorizes the City Manager to execute a Municipal Elections Agreement with the Palm Beach County Supervisor of Elections Office, attached as Exhibit "A", with such non-material changes as approved by the City Administrator and acceptable as to form by the City Attorney.

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

PASSED and **ADOPTED** this 1st day of December 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

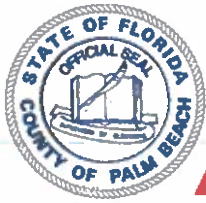
Burnadette Norris-Week, P.A.
City Attorney

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)



Wendy Sartory Link

Palm Beach County Supervisor of Elections

**2021 MUNICIPAL ELECTION
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as "SOE") and the **City of _____, Florida** (hereinafter referred to as "MUNICIPALITY").

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 9, 2021, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations.

3.2 Vote-By-Mail Ballots. MUNICIPALITY agrees it will not utilize vote-by-mail services.

- OR -

MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

4.2 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**9.1 Uniform Municipal Election.**

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, Spanish and Creole, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

MUNICIPALITY shall be responsible for providing all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for providing any additional translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. MUNICIPALITY is responsible for securing sufficient poll workers to appropriately staff each polling location. SOE will provide information regarding poll worker eligibility. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY'S option, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

12.2 Run-Off Election.

In the event of a run-off election, SOE *shall not* create or mail sample ballots.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY agrees it will not utilize vote-by-mail services.

-OR_

SOE agrees to perform vote-by-mail services. MUNICIPALITY agrees to pay for all costs associated with mailing, collecting, and processing vote-by-mail ballots on behalf of MUNICIPALITY.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election. MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. MUNICIPALITY shall determine if the Supervisor of Elections will be a member of the MUNICIPALITY'S Canvassing Board and if so, shall coordinate such with SOE, according to availability of SOE. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

16.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. **Recounts.** Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. **Attorneys' Fees and Costs.** Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link
Name (Printed or Typed)

Palm Beach County Supervisor of Elections
Title

Date

Witness Signature

Ashley Houlihan
Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

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RESOLUTION NO. 52-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY PERTAINING TO THE PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County ("County") declared a State of Emergency as a result of COVID-19 and the declaration has been extended through and beyond this date in accordance with applicable law; and

WHEREAS, the County has received CARES ACT funds from the federal government for the procurement of COVID-19 related goods and services; and

WHEREAS, the City of South Bay ("City") has incurred costs for COVID-19 related goods and services that have not been and are not going to be reimbursed from CARES ACT funds or other grants or donations; and

WHEREAS, Palm Beach County has determined that it is in the public's best interest to reimburse the City for certain expenses utilizing CARES ACT funds for certain COVID-19 related expenditures; and

WHEREAS, the County has created a Municipal CARES ACT Reimbursement Program for the benefit of municipalities, including City; and

WHEREAS, the County and the City desire to enter into this Interlocal 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. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached Interlocal Agreement between Palm Beach County and the City of South Bay pertaining to the Palm Beach County Municipal CARES ACT Reimbursement Program, attached hereto as Exhibit "A" and further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 1st day of December 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)



PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM

Municipal CARES ACT Reimbursement Program

Purpose of the Program: This Program is designed to reimburse municipalities in Palm Beach County ("PBC") that have made certain expenditures related to COVID-19. For reimbursement by PBC, the municipalities must not have previously received reimbursement from the Coronavirus Aid, Relief, and Economic Security Act ("CARES ACT") for those expenditures and must not have previously received grant funds or donations for those expenditures.

Allocation for the Program: CARES ACT funding will be provided for this Program in an amount to be determined based on a percentage of allocated and available PBC CARES ACT funds.

Assistance Offered: Municipalities must submit their funding reimbursement requests to PBC in accordance with the rules of the Program; and, reimbursements will be provided based on the overall amount of funds requested relative to allocated and available PBC CARES ACT funds.

Eligibility:

- All 39 municipalities located in PBC are eligible to receive CARES ACT funding under this Program; and
- All expenditures must be related to the COVID-19 virus and must have occurred between March 1, 2020 and ending October 31, 2020; and
- All COVID-19 related expenditures must not have been included in your municipality's budget; and
- All requests for funding must be submitted with appropriate back up documentation to PBC no later than December 1, 2020.
- Please note that if a municipality receives CARES ACT funds from PBC and the expenses are denied by the federal government, the municipality shall reimburse PBC for the CARES ACT funds received. Further, if a municipality receives funding for expenses previously reimbursed with PBC CARES ACT funds, the municipality shall reimburse PBC for the CARES ACT funds received.

Eligible Reimbursement Categories: Only the following COVID-19 related goods or services are eligible municipal expenditures for reimbursement with CARES ACT funding under the Program:

Testing:

- Testing Kits
- Infrastructure related to testing locations

Public Information:

- Signage for indoor security, sanitization and social distancing guidelines
- Signage for facility and park closures, electronic signage
- Rental items for closure instruction and security; signage, barricades and barriers



PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM

Safety Equipment:

- Touchless conversion equipment
- Plexiglas dividers and installation
- Disinfectant sprayers and fogger equipment and supplies

PPE:

- Masks, gloves
- Sanitizer, sanitizer stations, wipes
- Face shields
- First-responder PPE, testing or other eligible items

Technology:

- Laptops and printers purchased for remote employee workstations related directly to COVID-19
- Monitors, screens and other equipment used remotely or for social distancing at facilities
- VPN expenses for remote workers
- Zoom, WebEx and other licenses purchased specifically for virtual public meeting use

Required Documents Required for EACH Reimbursement Request

- Municipality must submit a fully executed invoice, the applicable purchase order or contract, a receipt marked "Paid" or cancelled check or another financial document that shows receipt and payment of the COVID 19 related expenditure.

Each submitted invoice must include a detailed breakdown of the costs incurred within each eligible reimbursement category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying each invoice must be an executed Coronavirus Relief Fund Certification and Invoice activity report:

1. A completed Municipal CARES ACT Reimbursement Certification:

- An individual authorized to submit reimbursement requests on behalf of the local government must certify by signing the attached Local Government Coronavirus Relief Funds Certification signifying that the items and costs listed therein are eligible expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 1, 2020, and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act.



PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM

2. A completed Invoice Activity Report (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF, and include the total amount of all previous reimbursement requests and the total amount of funds being requested in the current reimbursement request for each eligible reimbursement category.
- Include a detailed breakdown of the individual eligible expenditures reported by each eligible reimbursement category.
- Include a brief description of the use of the funds being requested for each eligible reimbursement category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency.

Incomplete or improperly prepared submissions may result in review and payment delays or denials. Municipalities shall maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate Program records, and making them accessible to PBC upon request.

Justification

- To support municipalities that have been affected by COVID-19 and have had limited funding options to cover expenditures relating to the COVID-19 pandemic.

Other

- Completed applications will be processed in the order that they are received.

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PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM

MUNICIPAL CARES ACT REIMBURSEMENT CERTIFICATION

I, < _____ > am the < _____ > of < _____ >, and I certify that:
(First name, Last Name) (Administrative Title) (Municipal Name)

1. I have the authority and approval from the governing body on behalf of the Municipality to request reimbursement from Palm Beach County ("PBC") per contract number < _____ > from the allocation of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding invoice voucher for report period < _____ >.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between PBC and the Municipality may become necessary.
3. I understand PBC will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement under the PBC Municipal CARES ACT Reimbursement Program were used to cover only those costs that:
 - a. Are eligible expenditures as defined by the PBC Municipal CARES ACT Reimbursement Program; and
 - b. Were not accounted for in the municipal budget most recently approved prior to March 1, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.
5. I understand that the use of funds pursuant to this certification must adhere to the official guidance issued under the PBC Municipal CARES ACT Reimbursement Program on what constitutes an eligible expenditure. We have reviewed the guidance established by the U.S. Department of Treasury and PBC and certify that the costs meet the required guidance. Any funds expended by the municipality in any manner that does not adhere to official federal or local guidance shall be returned to PBC, and any funds denied by the US Treasury must be remitted back to PBC by the municipality.
6. I understand the municipality receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR S 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidelines)*. Such documentation may be subject to audit by the County Internal Auditor, PBC Inspector General and/or Federal Inspector General.
7. I understand any funds provided pursuant to this certificate cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the municipality has received any other COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements herein are true and correct to the best of my knowledge.

Printed Name

Signature

Title

Date



PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM

INVOICE ACTIVITY REPORT

INVOICE ACTIVITY REPORT

Municipality:

Vendor	Invoice #	Amount Paid	Description
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(The invoice activity report template will be forwarded to you as an Excel document.)

INTERLOCAL AGREEMENT

This Interlocal Agreement is hereby entered into as of the _____ day of November 2020, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the CITY of _____, a municipality located within Palm Beach County, hereinafter referred to as CITY.

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, COUNTY declared a State of Emergency as a result of COVID-19, and the declaration has been extended through and beyond this date in accordance with applicable law; and

WHEREAS, the COUNTY has received CARES ACT funds from the federal government for the procurement of COVID-19 related goods and services; and

WHEREAS, the CITY has made expenditures for COVID-19 related goods and services that have not been and are not going to be reimbursed from any CARES ACT funds or other grants or donations; and

WHEREAS, Palm Beach County has determined that it is in the public's best interest to reimburse the CITY for their procurement and expenditure of COVID-19 related goods or services with CARES ACT funds received by the COUNTY; and

WHEREAS, the COUNTY has created a Municipal CARES ACT Reimbursement Program for the benefit of the CITY and the general public; and

WHEREAS, COUNTY and CITY desire to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. PURPOSE

The purpose of this Interlocal Agreement ("Agreement") is for the COUNTY to reimburse the CITY for their procurement and expenditure for COVID-19 related goods or services in accordance with the Municipal CARES ACT Reimbursement Program ("Program"), which is attached hereto and incorporated herein as "Attachment A".

II. CONTRACT REPRESENTATIVES

The COUNTY'S representatives during the performance of this Agreement shall be Todd Bonlarron, Assistant County Administrator, telephone number (561) 355-4019 and Ed Chase, Intergovernmental Affairs Director, telephone number (561) 355-6266.

The CITY's representatives during the performance of this Agreement shall be _____.

III. COMMENCEMENT OF INTERLOCAL AGREEMENT

This Agreement shall commence upon execution by both parties, and shall terminate on _____.

IV. RESPONSIBILITIES OF CITY

The CITY must fully comply with the COUNTY's Program as described below, including the requirements of Attachment A.

- A. All expenditures for which the CITY will be seeking reimbursement from the COUNTY must have been made as a result of the COVID-19 virus and must have been procured and paid for between and including March 1, 2020 and October 31, 2020.
- B. All expenditures for which the CITY will be seeking reimbursement from the COUNTY must not have been included in the CITY's most recent budget approved prior to March 1, 2020.
- C. On or before December 1, 2020, the CITY shall provide COUNTY with appropriate documentation, an executed Municipal CARES ACT Reimbursement Certification, and an Invoice Activity Report for all eligible items for which the CITY is seeking reimbursement from COUNTY. The Invoice Activity Report is attached hereto and incorporated herein as "ATTACHMENT B".

V. PAYMENTS

Reimbursement made by the COUNTY to the CITY under the Program will be provided based on the overall amount of funds requested relative to allocated and available COUNTY CARES ACT funds.

- A. If a CITY receives CARES ACT funds from the COUNTY and the expenses are denied by the federal government, the CITY shall reimburse the COUNTY for the CARES ACT funds received for the denied expenditure.
- B. If a municipality receives funding for expenses previously reimbursed with COUNTY CARES ACT funds, the CITY shall reimburse the COUNTY for the CARES ACT funds received for those expenditures.
- C. Any and all payments made by the COUNTY to the CITY under the Program are subject to availability of CARES Act funds.

RESPONSIBILITIES OF THE COUNTY

COUNTY shall review all eligible expenditures and documentation submitted by CITY for the purpose of reimbursement. COUNTY shall reimburse CITY for all eligible expenditures on or before December 30, 2020 or provide written denial of submitted expenditures for reimbursement.

VI. TERMINATION

Each Party may terminate this Agreement by serving a minimum fourteen (14) days prior written notice to the other Party.

VIII. PERSONNEL

CITY ensures that its personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services described herein shall be performed by, or under the supervision of CITY. CITY shall ensure that all personnel engaged in performing the services set forth herein shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

IX. INSURANCE/INDEMNIFICATION

CITY acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that it is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. User's self-insurance shall be primary with respect to any coverage maintained by the County.

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each party covenants to maintain sufficient general liability and workers' compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

CITY further agrees, to the extent allowed by law and without waiving the right to sovereign immunity, to indemnify and holds harmless the Federal Government, its employees and/or contractors; the State of Florida, Division of Emergency Management, its employees and/or contractors from liability to third parties for claims asserted under this Agreement. This section shall survive the termination of this Agreement.

X. SUCCESSORS AND ASSIGNS

The COUNTY and CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor CITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

XI. 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.

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 CITY.

XI. CONFLICT OF INTEREST

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

CITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that may be undertaken and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by CITY. The COUNTY agrees to notify CITY of its opinion as soon as is reasonably possible. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CITY, the COUNTY shall so state in the notification and CITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

XIII. ARREARS

CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CITY further warrants

and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

XIV. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

XV. AUTHORITY TO PRACTICE

CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

XVI. SEVERABILITY

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

XVII. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, CITY 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

XVIII. NOTICE

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

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

If sent to CITY, notices shall be addressed to:

XIX. ENTIRETY OF AGREEMENT

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

XX. REGULATIONS; LICENSING REQUIREMENTS

The COUNTY and CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any other federal requirement now in effect or imposed in the future that apply to this Agreement. The COUNTY and CITY are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

XXI. COUNTERPARTS

This Agreement, including any exhibits that may be referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CITY shall execute by manual means only, unless the COUNTY provides otherwise.

XXII. PUBLIC RECORDS, ACCESS AND AUDITS

CITY shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or

annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at CITY's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the COUNTY.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'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.

CITY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507 and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions, including OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

XXIII. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

XXIV. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. CITY, if prime subcontracts are to be let, shall take the Affirmative Steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XXV. CONFLICT OF INTEREST/GIFT POLICY

Conflict of Interest/Gift Policy.

1. **CONFLICT OF INTEREST:** Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the CITY may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a CITY contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

2. **ORGANIZATIONAL CONFLICT OF INTEREST:** If the vendor has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

GIFT POLICY: Notwithstanding any provision of the Ethics Code, no vendor or CITY shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from CITY or sub-providers

XXVI. INDEPENDENT PROVIDER RELATIONSHIP

CITY is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Provider and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to CITY's sole direction, supervision, and control. CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Provider and not as employees or agents of the COUNTY. CITY does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement.

XXVII. CONTINGENT FEE

CITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CITY, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXVIII. NON-DISCRIMINATION

1. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, CITY warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
2. Equal Employment Opportunity. During the performance of this Agreement, CITY agrees as follows:

CITY will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the

basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. CITY shall comply with the Drug Free Workforce Act of 1988.

XXIX. DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, sub-provider, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

XXX. DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (Attachment C) is required at time of response submission. Upon request, CITY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-Providers and sub-consultants after Contract award. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CITY is required to verify that none of CITY, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.935). CITY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that CITY did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as sub-grantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. SCHOOL BOARD must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. CITY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXI. FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority.

XXXII. SCRUTINIZED COMPANIES

1. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, CITY certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.
2. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, CITY certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

XXXIII. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work or Program, including alterations, reductions therein, or additions thereto. Upon receipt by CITY of the COUNTY's notification of a contemplated change, CITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect CITY's ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs, in writing, CITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment, and CITY shall not commence work on any such change until such written amendment is signed by CITY and approved and executed on behalf of Palm Beach County.

XXXIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

CITY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

CITY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

CITY agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

XXXV. SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

XXXVI. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

CITY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

XXXVII. PROCUREMENT OF RECOVERED MATERIALS

CITY is to provide COUNTY with those goods designated by the Environmental Protection Agency ("EPA"), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

XXXVIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

CITY acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to CITY's actions pertaining to this contract. (31 U.S.C. Chapter 38).

XXXIX. FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from CITY or sub-provider under the Agreement. (31 U.S.C. 3729).

XXXX. HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, CITY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

XXXXI. DRUG-FREE WORKPLACE

CITY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the CITY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Contract, the employee will abide by the terms of the statement and will notify the CITY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

XXXXII. AMERICANS WITH DISABILITIES (ADA)

CITY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and CITY have executed this Agreement on the day and year written above.

**PALM BEACH COUNTY, FOR ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Verdenia C. Baker, County Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Todd J. Bonlarron, Assistant County Administrator

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and CITY have executed this Agreement on the day and year written above.

WITNESS:

Signature

Name (type or print)

CITY OF _____

Signature

Name (type or print)

Title

Attachment A

Municipal CARES ACT Reimbursement Program

Purpose of the Program: This Program is designed to reimburse municipalities in Palm Beach County ("PBC") that have made certain expenditures related to COVID-19. For reimbursement by PBC, the municipalities must not have previously received reimbursement from the Coronavirus Aid, Relief, and Economic Security Act ("CARES ACT") for those expenditures and must not have previously received grant funds or donations for those expenditures.

Allocation for the Program: CARES ACT funding will be provided for this Program in an amount to be determined based on a percentage of allocated and available PBC CARES ACT funds.

Assistance Offered: Municipalities must submit their funding reimbursement requests to PBC in accordance with the rules of the Program; and, reimbursements will be provided based on the overall amount of funds requested relative to allocated and available PBC CARES ACT funds.

Eligibility:

- All 39 municipalities located in PBC are eligible to receive CARES ACT funding under this Program; and
- All expenditures must be related to the COVID-19 virus and must have occurred between March 1, 2020 and ending October 31, 2020; and
- All COVID-19 related expenditures must not have been included in your municipality's budget; and
- All requests for funding must be submitted to the PBC with appropriate backup documentation no later than December 1, 2020.
- Please note that if a municipality receives CARES ACT funds from PBC and the expenses are denied by the federal government, the municipality shall reimburse PBC for the CARES ACT funds received. Further, if a municipality receives funding for expenses previously reimbursed with PBC CARES ACT funds, the municipality shall reimburse PBC for the CARES ACT funds received.

Eligible Reimbursement Categories: Only the following COVID-19 related goods or services are eligible municipal expenditures for reimbursement with CARES ACT funding under the Program:

Testing:

- Testing Kits
- Infrastructure related to testing locations

Public Information:

- Signage for indoor security, sanitization and social distancing guidelines
- Signage for facility and park closures, electronic signage
- Rental items for closure instruction and security; signage, barricades and barriers

2. A completed Invoice Activity Report (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF, and include the total amount of all previous reimbursement requests and the total amount of funds being requested in the current reimbursement request for each eligible reimbursement category.
- Include a detailed breakdown of the individual eligible expenditures reported by each eligible reimbursement category.
- Include a brief description of the use of the funds being requested for each eligible reimbursement category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency.

Incomplete or improperly prepared submissions may result in review and payment delays or denials. Municipalities shall maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate Program records, and making them accessible to PBC upon request.

Justification

- To support municipalities that have been affected by COVID-19 and have had limited funding options to cover expenditures relating to the COVID-19 pandemic.

Other

- Completed applications will be processed in the order that they are received.

####

MUNICIPAL CARES ACT REIMBURSEMENT CERTIFICATION

I, < _____ > am the < _____ > of < _____ >,
and I certify that:

(First name, Last Name)

(Administrative Title)

(Municipal Name)

1. I have the authority and approval from the governing body on behalf of the Municipality to request reimbursement from Palm Beach County ("PBC") per contract number < _____ > from the allocation of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding invoice voucher for report period < _____ >.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between PBC and the Municipality may become necessary.
3. I understand PBC will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement under the PBC Municipal CARES ACT Reimbursement Program were used to cover only those costs that:
 - a. Are eligible expenditures as defined by the PBC Municipal CARES ACT Reimbursement Program; and
 - b. Were not accounted for in the municipal budget most recently approved prior to March 1, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.
5. I understand that the use of funds pursuant to this certification must adhere to the official guidance issued under the PBC Municipal CARES ACT Reimbursement Program on what constitutes an eligible expenditure. We have reviewed the guidance established by the U.S. Department of Treasury and PBC and certify that the costs meet the required guidance. Any funds expended by the municipality in any manner that does not adhere to official federal or local guidance shall be returned to PBC, and any funds denied by the US Treasury must be remitted back to PBC by the municipality.
6. I understand the municipality receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR 5 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidelines)*. Such documentation may be subject to audit by the County Internal Auditor, PBC Inspector General and/or Federal Inspector General.
7. I understand any funds provided pursuant to this certificate cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the municipality has received any other COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements herein are true and correct to the best of my knowledge.

Printed Name

Signature

Title

Date

ATTACHMENT B

INVOICE ACTIVITY REPORT

Municipality:

Vendor

Invoice #

Amount Paid

Description

(The invoice activity report template will be forwarded to you as an Excel document.)

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

CITY certifies that:

(a) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, CITY is required to verify that none of its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) CITY must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that CITY did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) CITY agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C throughout the term of the Agreement. CITY further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Agreement or of this Certification completed by its trade contractors, suppliers, subcontractors and sub-consultants.

CITY

Name, (Title)

Date

ATTACHMENT D
CERTIFICATION REGARDING LOBBYING

CITY certifies, to the best of his or her knowledge, that:

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

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

CITY certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CITY understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CITY

Name, (Title)	Date
---------------	------

RESOLUTION 53-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2020; PROVIDING FOR EFFECTIVE DATE

WHEREAS, on August 20, 2019, the South Bay City Commission adopted Resolution 34-2019 authorizing the City Manager to enter into an agreement with HCT Certified Public Accounts and Consultants, LLC ("HCT") to perform the annual independent audit for fiscal years 2019-2022 ("Agreement"); and

WHEREAS, the Agreement was executed on September 1, 2019 and HCT has now provided an Engagement Letter for fiscal year 2020 for execution; and

WHEREAS, following execution of an engagement letter, HCT will begin the auditing of the City's financial statements in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standard; and

WHEREAS, HCT, upon completion of the audit, will issue an opinion on the City's financial statements and otherwise comply with the terms and conditions of the relevant procurement for auditing services.

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

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

Section 2. Authorization of City Manager. The City Manager of the City of South Bay is hereby authorized to execute the Engagement Letter for Audit Services with HCT Certified Public Accounts and Consultants, LLC for completion of the Annual Independent Audit for the City of South Bay for fiscal year 2020, attached hereto as

Exhibit "A" and 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 December 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)

October 9, 2020

To the Honorable Mayor and Members of the City Commission and Management
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

We are pleased to confirm our understanding of the services we are to provide the City of South Bay, Florida (the 'City') for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Net Pension Liability Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual nonmajor fund financial statements
- 2) Schedule of expenditures of federal award and state financial assistance

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) The statistical section

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on ---

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Rules of the Auditor General report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance; and Chapter 10.550, *Rules of the Auditor General*, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and members of the City Commission of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the Rules of the Auditor General.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the Rules of the Auditor General require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and Chapter 10.550 for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Rules of the Auditor General.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards and state projects; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and the Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and the Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and the Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

City of South Bay Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to City of South Bay; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HCT Certified Public Accountants & Consultants LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HCT Certified Public Accountants & Consultants LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Auditor General or its designee. The Auditor General or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement is the property of HCT Certified Public Accountants and Consultants, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any applicable oversight agency for audits or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HCT Certified Public Accountants, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General or any other applicable oversight agency for audits or its designee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately February 2021 and to issue our reports no later than March 31, 2021. Roderick Harvey, CPA, CVA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$24,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Employee Retention

Any such employee hired within two years after end of this engagement (issuance of reports) will be subject to a placement fee payable to HCT Certified Public Accountants & Consultants LLC in the amount equal to the greater of \$75,000 or 100% of the offered annual salary of that recruited employee.

Arbitration and Equitable Relief

(a) Arbitration. Except as provided in subsection (b) below, this entity agrees that any dispute, claim or controversy concerning this engagement or the termination of this contract or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in South Bay, Florida in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. HCT Certified Public Accountants & Consultants LLC and this entity shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.

(b) Equitable Remedies. This governmental entity agrees that it would be impossible or inadequate to measure and calculate HCT Certified Public Accountants & Consultants LLC's damages from any breach of the covenants. Accordingly, this entity agrees that if this entity breaches any of the covenants, HCT Certified Public Accountants & Consultants LLC will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. This entity further agree that no bond or other security shall be required in obtaining such equitable relief and this entity hereby consent to the issuance of such injunction and to the ordering

We appreciate the opportunity to be of service to the City of South Bay, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

HCT Certified Public Accountants & Consultants, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of South Bay, Florida

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Bernadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: November 25, 2020
Ref: Weekly check register

Enclosed, please find the summary of check register as of November 25, 2020:

General Fund

• Utility:		
Comcast	\$	784.35
• PBC Sheriff		18,657.42
• PC Tax Collector		6,129.52
• Civic plus Inc		1,575.00
• Jordan Connors		1,666.66
• PBC League of Cities		2,339.00
• Ford Credit		899.74
• Purchased of supplies, materials and parts		262.79
• Payment for various services		2,571.15
• Payroll deductions		130.00
• Other		1,122.80
		<u>1,122.80</u>
		<u>36,138.43</u>
		\$ 36,138.43

Sanitation Fund

Waste Management \$ 10,944.12

Capital Project

CAP Government \$ 5,850.00

AP Check Register Report

City Of South Bay (CSBFND)

11/19/2020 11:34:53 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12979	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	11/19/2020	21.90
12980	CIVICPLUS INC	CIVICPLUS INC	11/19/2020	13,750.00
12981	CLARKE	CLARKE	11/19/2020	1,855.25
12982	COMCAST	COMCAST	11/19/2020	652.19
12983	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	11/19/2020	1,155.00
12984	FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	11/19/2020	899.74
12985	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	11/19/2020	138.00
12986	PBC CITY MANAGEMENT	Palm Beach County City Management A	11/19/2020	10.00
12987	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	11/19/2020	13,657.42
12988	PBC TAX COLLECTOR	PALM BEACH COUNTY TAX COLLECTOR	11/19/2020	6,129.52
12989	XEROX CORP	XEROX CORPORATION	11/19/2020	308.00
Non-Electronic Transactions :				29,337.62
Total Transactions :				29,337.62

AP Check Register Report

City Of South Bay (CSBFND)

11/13/2020 10:23:38 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12969	COMCAST	COMCAST	11/13/2020	122.13
12970	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	11/13/2020	722.00
12971	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC USA	11/13/2020	474.30
12972	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	11/13/2020	1,666.66
12973	MUNICIPAL CODE CORP	MUNICIPAL CODE CORPORATION	11/13/2020	750.00
12974	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	11/13/2020	2,339.00
12975	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	11/13/2020	360.80
12976	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	11/13/2020	130.00
12977	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	11/13/2020	50.98
12978	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	11/13/2020	139.91
Non-Electronic Transactions:				6,805.81
Total Transactions:				6,805.81

AP Check Register Report

City Of South Bay (CSBFND)

11/19/2020 2:31:35 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
204	CAP ENGINEERING	CAP ENGINEERING	11/19/2020	5 850 00
Non-Electronic Transactions:				5 850 00
Total Transactions:				5 850 00

AP Check Register Report

City Of South Bay (CSBFND)

11/19/2020 2:09:49 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
230	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	11/19/2020	10,944.12
Non-Electronic Transactions :				10,944.12
Total Transactions :				10,944.12